

MASTER SERVICES AGREEMENT

BETWEEN

CITY OF MANOR, TEXAS

AND

GEORGE BUTLER ASSOCIATES,

INC.

October 7, 2020

Master Services Agreement

This master services agreement ("Agreement or MSA") is between the City of Manor, Texas ("CITY") with its principal place of business located at 105 E. Eggleston St. Manor, TX 78653 and George Butler Associates, Inc ("ENGINEER") with its principal place of business at 1500 County Road 269, Leander, Texas 78641. CITY desires to retain ENGINEER to provide professional services based upon the following terms and conditions:

1. Definitions

Unless otherwise defined, capitalized terms have the meaning set forth below.

- 1.1. "Statement of Work" (SOW) is the detailed description of the work to be performed under this contract, including deliverables, and acceptance criteria on the quantity and quality of work to be considered as eligible for progress payments. A SOW must be approved and signed by both parties prior to any work being performed under the contract. Any changes to the scope defined by the SOW must be approved and signed by both parties prior to proceeding with any of that work. See attached "Exhibit A – Sample SOW".
- 1.2. "Acceptance Criteria" means the acceptance criteria set forth in the applicable statement of work ("SOW").
- 1.3. "Affiliate" means any corporation, partnership or other entity that is owned or controlled, directly or indirectly, more than fifty percent (50%) by a party.
- 1.4. "Confidential Information" means any and all information provided to ENGINEER by CITY, or which ENGINEER otherwise gains access during the course of its performance under this Agreement and any information developed by ENGINEER for CITY that a reasonable person would consider confidential, or a trade secret, or proprietary, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include CITY's product plans, designs, schematics, development know-how, trade secrets, techniques, processes, procedures, algorithms, formulae, costs, prices, finances, marketing plans, business opportunities, research, contracts and customer information. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of ENGINEER; (ii) was known to ENGINEER at the time of disclosure without an obligation of confidentiality, as evidenced by ENGINEER's written records; (iii) was disclosed after written approval of CITY; or (iv) becomes known to ENGINEER from a source other than CITY without an obligation of confidentiality.
- 1.5. "Contract Documents" means those documents prepared by ENGINEER that are intended to be incorporated as part of a construction contract (e.g. drawings, specifications, calculations, etc.)
- 1.6. "Deliverables" means the activities, design, development, testing, integration, implementation, including, but not limited to, providing any services, related results or product of the work, as agreed upon by the parties and set forth in the SOW.
- 1.7. "Effective Date" means the last date of signature of this Agreement.

- 1.8. "Intellectual Property Rights" means any and all Patents, trademarks, copyrights, trade secrets, Know-How, moral rights and any other intellectual property rights arising by operation of law, contract, license or otherwise.
- 1.9. "Know-How" means any proprietary technology, information, methods of use, processes, techniques, ideas or innovations other than patents.
- 1.10. "Milestones" means the dates that ENGINEER expects to complete certain Deliverables as set forth in the applicable SOW.
- 1.11. "Patents" means issued patents, patent applications, continuations, continuation-in-parts, divisions, reexaminations, reissues, and any foreign counterparts thereof.
- 1.12. "Project" means work related to the study, design, construction and commissioning of a constructed facility or improvements to a constructed facility, on behalf of the CITY, that is related to ENGINEER's services as set forth in the SOW.
- 1.13. "Specifications" means the functional and technical requirements of the Deliverables mutually agreed upon by the parties and set forth in the SOW.

2. General

- 2.1. Consulting Services: CITY is entering into this Agreement in consideration of and in reliance upon the talent, skill, expertise and experience of ENGINEER in performing the professional services required by each Project undertaken hereunder.

3. Responsibility of ENGINEER

- 3.1. Scope of Services: ENGINEER shall provide the services as described in the SOWs, which are incorporated by reference and made a part of this Agreement.
- 3.2. Standard of Care: In providing services under this Agreement, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 3.3. Compliance with Laws: ENGINEER agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. ENGINEER shall procure the professional licenses necessary to allow ENGINEER to perform the Services. The CITY shall likewise comply with such laws to the extent applicable to the CITY's role and performance of this Agreement.
- 3.4. Timeliness of Performance: The CITY and ENGINEER are aware that many factors outside ENGINEER's control may affect ENGINEER's ability to complete the services to be provided under this Agreement. ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices. If required by the SOW, ENGINEER shall prepare and submit for CITY approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the CITY, performance of services by the CITY's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CITY, or for delays or other causes beyond ENGINEER's reasonable control.

4. Responsibility of CITY

- 4.1. CITY Representative: CITY shall designate a representative authorized to act on CITY's behalf with respect to the Project.
- 4.2. Information: CITY shall provide to ENGINEER all available reports, plans, specifications, background information, and other data pertinent to the services required. ENGINEER will

rely on the accuracy and completeness of this information in the performance of ENGINEER's services.

- 4.3. Site Access: CITY shall arrange ENGINEER's access to the Project site and provide required personal protective equipment for the purpose of performing ENGINEER's services in a timely manner.
- 4.4. Timely Reviews: The CITY representative shall render decisions in a timely manner pertaining to documents submitted by ENGINEER in order to avoid delay in the orderly and sequential progress of ENGINEER's services.
- 4.5. Easements and Legal Description: CITY shall provide necessary documentation of property boundaries, easements and legal descriptions as required for the Project.
- 4.6. Inspection and Testing: CITY shall provide all required 3rd party inspections and testing services unless otherwise agreed in advance in the SOW.

5. Compensation

- 5.1. Fees: CITY shall pay ENGINEER in accordance with the fees set forth in each applicable SOW. In no event shall the fees for a particular SOW exceed the amount set forth in that SOW, unless agreed to in writing by the parties. Each SOW shall specify whether the Deliverables are to be provided on a fixed-price or a time-and-material basis and which expenses, if any, are to be reimbursed by CITY.
- 5.2. Rates: See attached "Exhibit B – ENGINEER Standard Hourly Rates" for our current hourly rates. Rates are subject to change and are typically adjusted one time each year.
Terms of Payment: ENGINEER will submit a monthly invoice which is due upon presentation. If an invoice is not paid within 60 days, CITY shall be liable to ENGINEER for interest at the rate of 1.5% per month, plus collection costs.

6. Term and Termination

- 6.1. The term of this Agreement shall commence on the Effective Date and terminate five (5) years thereafter, unless terminated sooner by either party pursuant to Section 6.2. The parties may extend this Agreement by mutual written consent.
- 6.2. Either party may terminate this Agreement or any SOW under this agreement upon 14 calendar days' written notice, if the other party substantially fails to perform its obligations hereunder, including failure to make payments when due to ENGINEER. Within 30 calendar days of termination by CITY, CITY shall pay ENGINEER for all services rendered, all expenses incurred up to the date of termination, and reasonable fees and expenses incurred as a result of the termination.
- 6.3. If the term of any SOW extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration date.
- 6.4. In the event of premature termination by the CITY, whether with or without cause, CITY shall pay ENGINEER for Deliverables performed, on a prorated basis, and shall pay ENGINEER for any and all travel out of pocket expenses incurred by ENGINEER in accordance with the SOW through the date of termination. In no event shall such amount exceed the amount that would have been payable to ENGINEER, had the SOW not been terminated. Notwithstanding the foregoing, in the event such termination is due to a breach by ENGINEER, CITY shall only pay for Deliverables received and accepted by CITY prior to the date of termination.

7. Confidential Information

- 7.1. CITY retains all right, title and interest in its Confidential Information. During the term of this Agreement and for a period of seven (7) years thereafter, ENGINEER shall not (i) disclose to any third party any Confidential Information or (ii) use the Confidential Information for any purpose not specified in this Agreement. ENGINEER agrees that all persons having access to the Confidential Information under this Agreement will abide by the confidentiality obligations set forth in this Agreement. Nothing in this Agreement shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the disclosing party shall permit the other party to attempt to limit such disclosure by appropriate legal means.
- 7.2. ENGINEER shall not (i) disclose to CITY any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and CITY or (ii) use Confidential Information for any purpose other than that indicated in this Agreement without CITY's prior written approval.
- 7.3. Upon completion of ENGINEER's Deliverables under this Agreement, or the termination or expiration of this Agreement, ENGINEER shall ensure the return to CITY of all Confidential Information, data and materials including but not limited to computer hardware and software, marketing and sales data, customer lists, points of contact, financial data, project lists, training materials, detail bags, reports, memoranda, notes, plans, and all other data owned by CITY regardless of the method of storage or retrieval, which were provided to ENGINEER by CITY or developed by ENGINEER as a result of ENGINEER's Deliverables hereunder.

8. Instruments of Service

- 8.1. ENGINEER's reports, drawings, specifications, and other deliverables, including all electronic data created by ENGINEER, are instruments of professional service ("Instruments of Service") and shall remain the property of ENGINEER, which also retains the copyrights. During the Project and conditioned on the CITY satisfying its payment obligations under this Agreement, CITY shall have a non-exclusive license to use the Instruments of Service with respect to the Project. CITY shall not assign its license to third parties without the written consent of ENGINEER. However, CITY may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

9. Risk Allocation

- 9.1. Limitation of Liability
 - 9.1.1. To the maximum extent permitted by law and for adequate consideration, the total liability of ENGINEER and its employees and sub-consultants for CITY's damages, in any way arising out of the services of ENGINEER, shall be limited to ENGINEER's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.
- 9.2. Indemnification

- 9.2.1. To the fullest extent permitted by law, ENGINEER agrees to indemnify and hold CITY harmless from loss, damage, or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of services under this Agreement.
- 9.2.2. To the fullest extent permitted by law, CITY agrees to indemnify and hold ENGINEER harmless from loss, damage, or cost to the extent caused by CITY's negligent acts, errors or omissions.
- 9.2.3. Neither party shall be obligated to indemnify the other in any manner whatsoever for the other party's own negligence or for the negligence of others.
- 9.3. Consequential Damages
 - 9.3.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, CITY and ENGINEER waive any and all claims against each other and their respective officers, directors, partners, employees, contractors and subcontractors for any incidental, indirect or consequential damages, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, punitive, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CITY and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.
- 9.4. Betterment / Added Value
 - 9.4.1. If ENGINEER negligently omits a component of a Project from the design, CITY will be responsible for the amount it would have paid if the item had been included in the original design. If it is necessary to repair or replace a component of the Project due to the negligence of ENGINEER, it will not be liable to CITY for any enhancement or upgrade of the component beyond what was originally included in the design.

10. Environmental and Health Hazards

- 10.1. ENGINEER shall not be responsible for the discovery, identification, presence, handling, disposal or removal of, or exposure of any person to hazardous materials pre-existing in any form at the Project, including, but not limited to, asbestos products or PCB's. In the event ENGINEER becomes aware of the presence of these materials at or near the job site, ENGINEER may suspend performance until such materials have been removed by others.

11. Dispute Resolution

- 11.1. CITY and ENGINEER shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party.
- 11.2. If that is unsuccessful, the parties will submit any claim or dispute arising out of or related to this Agreement to nonbinding mediation. Unless the parties otherwise agree, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Each party will pay an equal share of the mediator's fees. All contractors, design professionals, subcontractors and sub-consultants, who are involved in and potentially liable for any claim being asserted, may be joined into a single mediation.
- 11.3. If the parties are unable to resolve a dispute through negotiation and mediation, they may resort to litigation in a court of competent jurisdiction.

12. Insurance

- 12.1. ENGINEER will procure and maintain, at its own expense, for the duration of the Agreement, and for three (3) years thereafter, the types of insurance specified below:
 - 12.1.1. Workers' Compensation accordance with applicable statutory requirements and shall provide a waiver of subrogation in favor of ENGINEER;
 - 12.1.2. Employer's Liability;
 - 12.1.3. Commercial General Liability including premises operations, products & completed operations, blanket contractual liability, personal injury and advertising injury including fire legal liability for bodily injury and property damage;
 - 12.1.4. Commercial Automobile Liability for owned, hired and non-owned motor vehicles;
 - 12.1.5. Excess Liability including products liability;
 - 12.1.6. Professional Liability (shall remain in effect for 2 years after the expiration of said Agreement);
- 12.2. CITY and its subsidiaries, affiliates, directors, officers, and employees shall be an additional insured with respect to Commercial General Liability, Commercial Automobile Liability and Excess Liability.
- 12.3. Prior to commencement of services, and annually thereafter, ENGINEER shall furnish CITY with certificates of insurance evidencing the insurance coverages stated above.
- 12.4. To the extent any claimed damages are covered by property insurance, CITY and ENGINEER waive all rights, including subrogation, against each other and all of their contractors, subcontractors, sub-consultants, agents and employees, except for rights they may have to the proceeds of that insurance. CITY and ENGINEER shall require the same waiver by their respective contractors, subcontractors, and sub-consultants.
- 12.5. See "Exhibit C – Sample Certificate of Insurance" Upon acceptance we will prepare certificates naming the CITY as an additional insured.

13. Construction Issues

- 13.1. Construction Job Site Safety. CITY agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in CITY's agreement with the General Contractor. That agreement will also provide that the General Contractor shall defend and indemnify CITY, ENGINEER, and ENGINEER's sub-consultants and maintain them as additional insureds under the General Contractor's general liability insurance policy.
- 13.2. Means and Methods. ENGINEER shall not be responsible for the construction means, methods, techniques, sequences, and procedures of the General Contractor, subcontractors and suppliers, and shall not be liable for the failure of the General Contractor or other Project participants, not under contract to ENGINEER, to fulfill contractual responsibilities to CITY, construct the Project in accordance with applicable Contract Documents, or comply with federal, state, or local laws, regulations, and codes.
- 13.3. Observation of Construction. If required by the SOW, ENGINEER's observation of construction is, for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site observations. ENGINEER will not have any authority to stop the work.
- 13.4. Interpretations or Decisions by ENGINEER. If the SOW authorizes ENGINEER to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the CITY or contractor and shall not be liable for interpretations and decisions rendered in good faith.

- 13.5. Opinions of Probable Costs and Schedule. Opinions of the probable costs and schedule prepared by ENGINEER are based on ENGINEER's experience. ENGINEER cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by ENGINEER. If the CITY desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- 13.6. Certifications, Guarantees, and Warranties. ENGINEER shall not be required to execute any document that would result in ENGINEER certifying, guaranteeing or warranting the existence of any conditions.

14. Miscellaneous

- 14.1. Presentations and Publications. ENGINEER shall not present or publish, nor submit for publication, any work resulting from ENGINEER's services without CITY's prior written approval.
- 14.2. Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the provisions of this Agreement.
- 14.3. Modification; Waiver. This Agreement and any related SOWs may not be modified or amended except by a written instrument signed by both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.
- 14.4. Notices. All notices required or permitted under this Agreement will be in writing and shall be considered as having been given if transmitted electrically with confirmation, or follow-up original mailed by U.S. first class mail, sent to the addresses set forth at the beginning of the Agreement or to such other addresses as may be designated in advance by a party giving written notice to the other party.
- 14.5. No Third Party Beneficiaries. This Agreement has been entered into for the sole benefit of ENGINEER and CITY and in no event will any third party benefits or obligations be created thereby.
- 14.6. Counterparts. This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.
- 14.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 14.8. Independent Contractor - ENGINEER Relationship. ENGINEER's status under this Agreement is that of an independent contractor. All ENGINEER personnel shall be employees or sub-consultants of ENGINEER and shall not be deemed an employee, agent, partner or joint venture of CITY for any purpose whatsoever. Neither ENGINEER nor any ENGINEER Personnel shall have any authority to bind or act on behalf of CITY.
- 14.9. Assignment. ENGINEER may not assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without CITY's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.
- 14.10. Injunctive Relief. The parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any such action to construe this

Texas Engineering Firm #4242

- provision, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorney's fees.
- 14.11. Delays. ENGINEER is not responsible for delays caused by factors beyond ENGINEER's reasonable control, including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of CITY to furnish timely information or approve or disapprove of ENGINEER's services or work product promptly, or delays caused by faulty performance by CITY, General Contractor, subcontractors or suppliers. When such delays occur, CITY agrees ENGINEER is not responsible for damages and is not in default of this Agreement.
- 14.12. Subcontracting. ENGINEER, upon receiving CITY's written consent, may enter into subcontracts to provide a portion of the Deliverables under this Agreement provided that ENGINEER shall remain responsible for the acts or omissions of such sub-consultants as if such subcontracted activities had been performed by ENGINEER. CITY may review resumes of resources assigned to Projects prior to work being started. CITY will review and approve resources and/or change in resources per Project.
- 14.13. Severability. If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
- 14.14. Entire Agreement. This Agreement includes all attached exhibits and SOW, all of which are herein incorporated by reference. This Agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by written agreement signed by the parties.
- 14.15. In the event the CITY issues a Purchase Order (PO) to facilitate the payment process, the terms and conditions on the PO are null and void and superseded by the terms and conditions of this MSA.

AGREED AND ACCEPTED:

CITY OF MANOR, TEXAS

By: _____

Printed Name:

Title:

Date:

George Butler Associates, Inc.

By: Dary S. Beck

Printed Name:

Title: Vice President

Date: 9-28-2020

Attachments:

Exhibit A – Sample SOW

Exhibit B – ENGINEER Standard Hourly Rates

Exhibit C – Sample Certificate of Insurance

EXHIBIT A – (Sample SOW)

Statement of Work (SOW) No. _____

TO MASTER SERVICES AGREEMENT

Statement of Work No. _____ to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated _____ 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: _____

SCOPE OF SERVICES:

Scope as defined _____

COMPENSATION:

☐ Lump Sum Fee of _____

☐ _____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)

☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT B

STANDARD RATE SCHEDULE

Jay Engineering, A Division of GBA

EFFECTIVE October 1, 2020

<u>CLASSIFICATION</u>	<u>DESCRIPTION</u>	<u>RATE</u>
Principal	Priority Consulting, Advisory, Regulatory Agency Representation	\$235.00 per Hour
Sr. Associate, Lead AES, Project Mgr.	Project Management, Reviews, Design Supervision/Coordination	\$175.00 – \$195 .00 per Hour
Senior AES,	Designs, Cost Estimates, Reviews	\$155.00 per Hour
Project AES, Senior Tech	Detailed Designs, Production	\$115.00 – 130.00 per Hour
Design AES, Design Tech	Engineering/Surveying/CAD Work	\$105.00 – \$115.00 per Hour
Staff Technician	Mapping, Design Drawings, Production	\$90.00 per Hour
Admin Assistant	Document Processing, Production	\$80.00 per Hour
Testimony	Expert Witness, Deposition	2.0 X Rates
Unclassified Labor		3.55 X Salary Cost
Other Services	As agreed prior to work performance	
<u>Expenses</u>		
Travel Mileage - Passenger Vehicles		\$0.58 per Mile
Subsistence for Overnight Stays		\$150.00 per Day
Other Direct Expenses and Materials		Cost plus 10%

Exhibit C – Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108		1-866-574-6282	CONTACT NAME: Monica Wilks PHONE (A/C, No. Ext): 816 857-7820 FAX (A/C, No): E-MAIL ADDRESS: mwilks@holmesmurphy.com	
INSURED George Butler Associates, Inc. 9801 Renner Blvd. Lenexa, KS 66219		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 60192695**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9966168	09/15/20	09/15/21	Each Claim 5,000,000 Annl Aggr 10,000,000

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

CERTIFICATE HOLDER

Proposal Certificate 9801 Renner Blvd. Lenexa, KS 66219 USA
--

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

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ACORD 25 (2016/03)

mwilksks
60192695

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JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

1500 County Road 269
Leander, TX 78641

PO Box 2029
Leander, TX 78646-2029

EXHIBIT A

Statement of Work (SOW) No. 1

TO MASTER SERVICES AGREEMENT

Statement of Work No. 1 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated _____ 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Street Reconstruction and Resurfacing Including: Excavation, Subgrade Preparation, Flex Base, Paving Fabric and Hot Mix Asphalt Concrete in Selected Areas:

1. N Burnet Street from E. Townes Street to E. Murray Street, 600, 700 & 800 Blocks
2. East Rector Street from Lexington to North Burnet Street
3. East Towns from Lexington to North Burnet Street

SCOPE OF SERVICES: Prepare drawings, specifications and contract documents for FY 2020 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

COMPENSATION:

- ☒ Lump Sum Fee of \$39,000
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: _____

Dary S. Beck

Date: _____

Date: _____

9-28-2020