

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 Six Hundred Sixteen Thousand Two Hundred and No/100 Dollars, (\$616,200.00). 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:

David Freireich
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 563-1121

Fax Number N/A

Email Address dfreireich@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:

Sean Mason, PE

Associate

5301 Southwest Parkway Building 2, Suite 100

Austin, TX 78735

Telephone Number (512) 646-2238

Fax Number N/A

Email Address sean.mason@kimley-horn.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 state, federal 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) As required by Chapter 2271, 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.

(3) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) **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.

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:

Sean Mason, PE
Associate
5301 Southwest Parkway Building 2, Suite 100
Austin, TX 78735

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]

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Signature of Principal

Printed Name: SEAN MASON

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Meagan Spinks, City Clerk

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

- Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
- Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
- Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
- Meet with the Engineer on an as-needed basis to facilitate performance of the Work.
- Arrange for the Engineer and their Sub-Consultants to access public and private property as required to perform services under this contract.
- Submit a reuse authorization application to TCEQ in accordance with TCEQ 210.
- Prepare Contract Documents for bidding.
- Obtain right-of entry on properties with proposed easements.
- Prepare Easement Documents and Negotiate Easements.
- Pay Railroad license/permit Fees.

EXHIBIT B ENGINEERING SERVICES

The Engineer understands that the Owner is in need of engineering design documents, bidding, and construction phase services for the 24-inch Reuse Water Line project. The project is as following:

- Kenney Fort Blvd 24-inch Reuse Water Line – Approximately 7,000 linear feet
 - Proposed 24-inch reuse water line along Kenney Fort Blvd from 500' north of Joe DiMaggio Blvd to Forest Creek Dr.

Task 1 – Design Management, Project Meetings, and Data Collection

Design Management

The Engineer will manage the design and work associated with the work described in subsequent sections and provide the following communication and reporting:

- Progress Report one per month

Communication and reporting are based on an assumed twelve (12) month duration for design.

Project Meetings

The Engineer will prepare for and attend meetings with the Owner, to the extent requested by the Owner and budgeted for in this agreement. The following project meetings are anticipated:

- Up to six (6) progress meeting to discuss specific design or coordination items associated with the projects

Task Deliverables:

- Meeting Minutes for each meeting attended.

Data Collection

The Owner will be responsible for making the following data available in the vicinity of the projects for the Engineer:

- Owner Provided Data Collection
 - Owner GIS/KMZ Data
 - Storm
 - Wastewater
 - Water
 - Reuse
 - High resolution aerials photography
 - Lidar Contours
 - Owner Record Drawings

- Water
 - Wastewater
 - Reuse
 - Traffic Signal and Communication
 - Storm
 - Roadway
 - Parks/Trail Maps and Irrigation Records, if available
- Franchise Coordination by Engineer
 - The Engineer will prepare a data request email notifying each organization, listed below of the proposed project. Engineer will attempt to collect information from the utilities listed:
 - Gas Company (Atmos Energy)
 - Communication Providers

Task 2 – Routing and Conceptual Design (30%)

- Routing - The Engineer will conduct a routing study for the water line alignment including up to three (3) possible routes along the City's property, if needed.
 - The alignment exhibit will consist of 1"=100' plan view roll plot of the alignment based on GIS information provided in Task 1, no profile will be provided.
 - The Engineer shall schedule a constructability and routing field visit with the City's Project Manager to review the proposed routes.
- Opinion of Probable Construction Cost (OPCC) – The Engineer will prepare an opinion of probable construction cost for up to 3 routes. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Engineer at the time and represent only the Engineer judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Task Deliverables:
 - One (1) hard copy and a PDF of the draft routing exhibit with route alternatives
 - One (1) final hard copy of the recommended route
 - One (1) hard copy and a PDF of the OPCC
- Task Meetings
 - One (1) constructability and routing field visit with the City's Project Manager, to review the proposed alignment alternatives.
 - One (1) alignment workshop meeting

Task 3 – Preliminary Design (60%)

- Design and Boundary Survey – *(Sub-Consultant - Inland Geodetics, LLC.)*
 - Design Survey
 - On the ground survey:
 - Topo survey along the recommended alignment for a width up to 80’.
 - Existing manholes, valves, inlets, road poles, driveway connections, and other observable above ground existing structures will be located within the project area.
 - Establish control points along the route.
 - Boundary Survey for Adjacent Properties
 - Establish property and ROW boundaries along the project extents.
 - Geotechnical Analysis – (Subconsultant: Raba Kistner Consultants, Inc.) The Consultant will perform a geotechnical analysis of the proposed reuse water alignment utilizing a geotechnical laboratory to determine subsurface conditions and make recommendations regarding tunneling, embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
 - Subsurface exploration including up to eight (8) sample bores at various locations and depths along the proposed line.
 - Laboratory tests for classification purposes and strength characteristics.
 - Engineering services that address soil and groundwater conditions for proposed horizontal boring locations.
 - Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.
 - Subsurface Utility Engineering (Subconsultant: RIOS Group)
 - The SUE shall be performed in accordance with CI/ASCE 38-02.
 - Level A
 - Location (Test Hole) Services: Locating the horizontal and vertical position of the utility by excavating a test hole using vacuum excavation techniques and equipment. In performing locating (test hole) services Consultant will:
 - Excavate up to six (6) test holes to expose the utility to be measured in such a manner that insures the safety of the excavation and the integrity of the utility to be measured. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered

during the excavation process, the Consultant will notify the Client. Obtain x,y and Z information at each test hole.

- Level B
 - Location of underground utilities by obtaining two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods will be performed for up to seven (7) days of field work anticipated to cover up to 3,000 linear feet of the proposed alignment in congested areas.
- Level D
 - Depiction of underground utilities (potable water, gas, communication lines, wastewater, and storm drain lines) along the alignment for up to 100' width based on record drawings. Irrigation and overhead utilities are excluded.
- 60% Plans – The Engineer will prepare 60% plans and easement boundaries for the water line. These plans will be prepared on 22"x34". Plans will consist of:
 - Cover Sheet
 - Plan (Only) Sheets at 1"=40' (7 Sheets)
 - Details (4 Sheets) –Standard Details (City Details)
- Opinion of Probable Construction Cost (OPCC) – The Engineer will prepare an opinion of probable construction cost for the project. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Engineer at the time and represent only the Engineer judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Task Deliverables:
 - One (1) hard copy and a PDF of the routing exhibit
 - One (1) hard copy and a PDF of the 30% plans and OPCC
- Task Meetings
 - One (1) constructability and routing field visit with the City's Project Manager and City Arborist, to review the proposed alignments.

Task 4 – Final Design (90%/100%)

- Plans – The Engineer will prepare plans for the water line. These plans will be prepared on 22"x34". Plans will consist of:
 - Cover Sheet
 - Project Notes and Sheet Index (2 Sheet)
 - Project Control Sheet and layout (1 Sheets)
 - Project Easement Layout (2 Sheets)

- Project Access Plan and Recommended Sequencing (2 Sheets)
- Plan and Profiles Sheets at 1"=40' (7 Sheets)
- Details (4 Sheets) –Standard Details (City Details)
- Erosion Control Plans (4 Sheets)
- Erosion Control Details (1 Sheet) –Standard Details (City Details)
- Traffic Control Details (3 Details)
- Contract Documents – Specifications will include technical specifications only for materials and installation of the proposed improvements. The Contract Documents will be compiled by the Owner.
- Opinion of Probable Construction Cost (OPCC) – The Engineer will prepare an opinion of probable construction cost for the project. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Engineer at the time and represent only the Engineer judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Task Deliverables:
 - Three (3) hard copies and a PDF of the 90% plans, and specification table of content
 - Three (3) hard copies and a PDF of the 100% plans, specifications, and OPCC

Task 5 – Easements and Permitting

- Permitting
 - Environmental Services (Subconsultant: AmaTerra Environmental, Inc.)
 - Archaeological survey and clearance through the Texas Historical Commission, if needed.
 - Task 1: Wetland/water of the US Delineation & Permitting Evaluation
 - The Consultant will perform site visit to evaluate water features within the project area to assess potential waters of the US in the project area.
 - The Consultant will determine if the project will meet the conditions for authorization under a Section 404, Nationwide permits and provide a memo summarizing the findings and the permitting evaluation, if needed.
 - Task 2: Threatened and Endangered Species Habitat Assessment

- In conjunction with site visit for Task 1 Consultant will assess the likely presence or absence of Threatened and Endangered Species or other species of concern.
 - Task 3: Archaeological and Historic Resources Desktop Study and Coordination
 - Consultant will consult relevant available desktop-level datasets to assess the project's potential for impacting significant archaeological resources.
 - The Consultant will summarize findings and prepare a letter for the Texas Historical Commission for their review under the Antiquities Code of Texas.
 - Assumptions
 - Permitting through a nationwide permit
 - Permit preparation will begin after approval of the conceptual Design.
 - No Archaeological Survey, if required by THC this will be additional services.
 - Deliverables
 - Wetland and Waters of the US Delineation Report
 - Threatened and Endangered Species Habitat Assessment Report
 - Archaeological and Historical Resources Desktop Study and THR Letter
- Project Easements
 - The Engineer will coordinate and prepare draft easement boundaries for Surveyor to use in creation of metes and bound exhibits.
 - Survey – (*Sub-Consultant - Inland Geodetics, LLC.*)
 - Boundary Survey
 - Survey field work and research to prepare ROW and property boundaries.
 - Easement Documents
 - Property descriptions for each easement to be acquired will consist of a metes and bound description and a drawing of the property
 - Assumptions:
 - Easement descriptions for up to fifteen (15) properties including permanent and adjacent temporary construction easements.
 - Deliverables:
 - PDF and one (1) hard copy of draft easement documents
 - PDF and two (2) hard copies of final easement documents
 - Meetings

- Up to six (6) meetings with property owners to discuss and review proposed design plans.
- Union Pacific Railroad
 - Engineer will prepare and coordinate submittal of one (1) railroad crossing permit applications for crossing of the Union Pacific Railroad.
 - Engineer will pay UPRR Application and review fee. City will pay permit/license fees.
 - Engineer will Include executed permit in contract documents for bidding.
 - Assumptions
 - Up to two (2) rounds of comments
 - Deliverables
 - Permit application
 - Meetings
 - Up to one (1) meeting with railroad
- TxDOT
 - The Engineer will submit a UIR request for the project to Texas Department of Transportation (TxDOT) for crossing SH 79
 - The Engineer will submit a letter of the requested deviations for the Owner to sign and submit on their letter head.
 - Assumptions
 - One (1) UIR submittal
 - One (1) draft exemption request letter
 - Deliverables
 - UIR permit submittal

Task 6 - Bidding Services

The Engineer will perform the following professional services for the bidding phase of the project:

- Bidding Tasks
 - Final Contract Documents – The Engineer will print and issue a PDF set of plans and specifications for distribution to the Owner.
 - Notice to Bidders – The Engineer will prepare a notice to bidders and/or assist the Owner with preparation.
- Pre-Bid Conference – The Engineer will conduct a Pre-bid conference and prepare meeting notes and issue an addenda based on questions.
- Addenda – The Engineer will answer contractor questions during the bid process. The Engineer will issue addenda as required.
- Bid Opening – The Engineer will attend the bid opening, prepare a tabulation of bids.

- Bid Recommendation and References – The Engineer will prepare a recommendation for award and call references of the recommended Contractor.
- Task Deliverables:
 - Two (2) hard copies and a PDF of the Final plans and specifications for bidding.

Task 6 – Construction Contract Administration (CCA)

The estimated construction period for the basis of establishing the Engineer's Fee for each phase is as follows:

- Up to ten (10) months.

Engineer will provide the construction phase services specifically stated below:

- Conformed Plans and Specifications. Engineer will prepare conformed documents following, if required following bidding of the project.
- Pre-Construction Conference. Engineer will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.
- Visits to Site and Observation of Construction. Engineer will make visits at intervals as directed by Owner, up to one (1) time per month for the period listed above, in order to observe the progress of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Engineer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Engineer will keep Owner informed of the general progress of the Work.
- Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work. Engineer will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.

- Clarifications and Interpretations. Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.
- Change Orders. Engineer may recommend Change Orders to Owner, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests. Engineer may require special inspections or tests of Contractor's work as Engineer deems appropriate, and may receive and review certificates of inspections within Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Owner and Contractor. Engineer will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Substantial Completion. Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after

considering any objections of Owner, Engineer considers the Work substantially complete, Engineer will notify Owner and Contractor.

- Final Notice of Acceptability of the Work. Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to Engineer upon which it is entitled to rely.

Task Deliverables:

- Five (5) hard copies of conformed plans (3 full size and 2 half size) and specifications.
- Review of up to sixteen (16) shop drawings and submittals
- Prepare Record Drawings and submit in PDF format

ADDITIONAL SERVICES

Additional services to be performed by the ENGINEER, if authorized by the OWNER, which are not included in the above-described Engineering Services, are described as follows:

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the OWNER, will be considered additional services. Additional services include, but are not limited to, the following:

- Other than Open Cut or Tunneling Engineering Services for any method other than jack and bore.
- Additional Geotechnical services
- Preparation of Title Policies and Assisting in Condemnation Services during property acquisition.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional OPCCs
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Construction Staking.
- Backhoe Testing for Environmental Services
- Additional Meetings
- Coordinating and Obtaining Right of Entry (ROE)

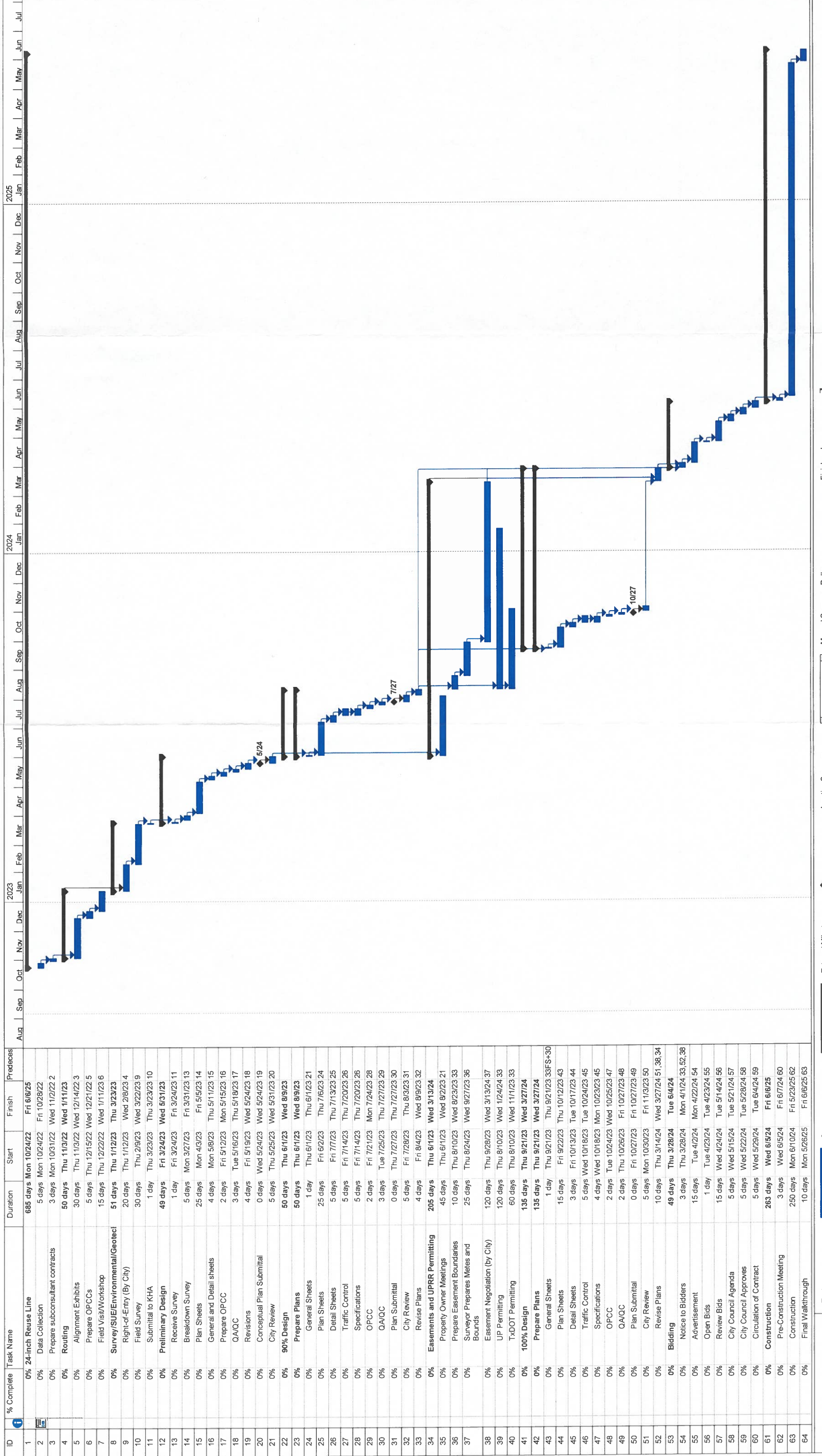
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the OWNER.
- Providing project representative services, on-site inspection, during the construction phase of the project.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the OWNER's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. ENGINEER will assist the OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the OWNER's compliance efforts.
- Texas Commission on Environmental Quality Edwards Aquifer Permitting, 210, or SCS Report and Coordination
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Franchise Utility Design.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- Any services not listed in the Scope of Services.

EXHIBIT C

Work Schedule

Attached Behind This Page

Exhibit C
Work Schedule



ID	% Complete	Task Name	Duration	Start	Finish	Predecessors
1	0%	24-inch Reuse Line	685 days	Mon 10/24/22	Fri 6/6/25	
2	0%	Data Collection	5 days	Mon 10/24/22	Fri 10/28/22	
3	0%	Prepare subconsultant contracts	3 days	Mon 10/31/22	Wed 11/2/22	2
4	0%	Routing	50 days	Thu 11/3/22	Wed 1/11/23	3
5	0%	Alignment Exhibits	30 days	Thu 11/3/22	Wed 12/14/22	4
6	0%	Prepare OPCCs	5 days	Thu 12/15/22	Wed 12/21/22	5
7	0%	Field Visit/Workshop	15 days	Thu 12/22/22	Wed 1/11/23	6
8	0%	Survey/SUE/Environmental/Geotech	51 days	Thu 1/12/23	Thu 3/23/23	7
9	0%	Right-of-Entry (By City)	20 days	Thu 1/12/23	Wed 2/8/23	8
10	0%	Field Survey	30 days	Thu 2/9/23	Wed 3/22/23	9
11	0%	Submittal to KHA	1 day	Thu 3/23/23	Thu 3/23/23	10
12	0%	Preliminary Design	49 days	Fri 3/24/23	Wed 5/31/23	11
13	0%	Receive Survey	1 day	Fri 3/24/23	Fri 3/24/23	12
14	0%	Breakdown Survey	5 days	Mon 3/27/23	Fri 3/31/23	13
15	0%	Plan Sheets	25 days	Mon 4/3/23	Fri 5/5/23	14
16	0%	General and Detail sheets	4 days	Mon 5/8/23	Thu 5/11/23	15
17	0%	Prepare OPCC	2 days	Fri 5/12/23	Mon 5/15/23	16
18	0%	QA/QC	3 days	Tue 5/16/23	Thu 5/18/23	17
19	0%	Revisions	4 days	Fri 5/19/23	Wed 5/24/23	18
20	0%	Conceptual Plan Submittal	0 days	Wed 5/24/23	Wed 5/24/23	19
21	0%	City Review	5 days	Thu 5/25/23	Wed 5/31/23	20
22	0%	90% Design	50 days	Thu 6/1/23	Wed 8/9/23	21
23	0%	Prepare Plans	50 days	Thu 6/1/23	Wed 8/9/23	22
24	0%	General Sheets	1 day	Thu 6/1/23	Thu 6/1/23	23
25	0%	Plan Sheets	25 days	Fri 6/2/23	Thu 7/13/23	24
26	0%	Detail Sheets	5 days	Fri 7/7/23	Thu 7/13/23	25
27	0%	Traffic Control	5 days	Fri 7/14/23	Thu 7/20/23	26
28	0%	Specifications	5 days	Fri 7/14/23	Thu 7/20/23	26
29	0%	OPCC	2 days	Fri 7/21/23	Mon 7/24/23	28
30	0%	QA/QC	3 days	Tue 7/25/23	Thu 7/27/23	29
31	0%	Plan Submittal	0 days	Thu 7/27/23	Thu 7/27/23	30
32	0%	City Review	5 days	Fri 7/28/23	Thu 8/9/23	31
33	0%	Revise Plans	4 days	Fri 8/4/23	Wed 8/9/23	32
34	0%	Easements and UPRR Permitting	205 days	Thu 6/1/23	Wed 3/13/24	33
35	0%	Property Owner Meetings	45 days	Thu 6/1/23	Wed 8/2/23	34
36	0%	Prepare Easement Boundaries	10 days	Thu 8/10/23	Wed 8/23/23	35
37	0%	Surveyor Prepares Metes and Bounds	25 days	Thu 8/24/23	Wed 9/27/23	36
38	0%	Easement Negotiation (by City)	120 days	Thu 9/29/23	Wed 3/13/24	37
39	0%	UP Permitting	120 days	Thu 8/10/23	Wed 1/24/24	38
40	0%	TxDOT Permitting	60 days	Thu 8/10/23	Wed 11/1/23	39
41	0%	100% Design	135 days	Thu 9/21/23	Wed 3/27/24	40
42	0%	Prepare Plans	135 days	Thu 9/21/23	Wed 3/27/24	41
43	0%	General Sheets	1 day	Thu 9/21/23	Thu 9/21/23	42
44	0%	Plan Sheets	15 days	Fri 9/22/23	Thu 10/12/23	43
45	0%	Detail Sheets	3 days	Fri 10/13/23	Tue 10/17/23	44
46	0%	Traffic Control	5 days	Wed 10/18/23	Tue 10/24/23	45
47	0%	Specifications	4 days	Wed 10/18/23	Mon 10/23/23	45
48	0%	OPCC	2 days	Tue 10/24/23	Wed 10/25/23	47
49	0%	QA/QC	0 days	Thu 10/26/23	Fri 10/27/23	48
50	0%	Plan Submittal	0 days	Fri 10/27/23	Fri 10/27/23	49
51	0%	City Review	5 days	Mon 10/30/23	Fri 11/3/23	50
52	0%	Revise Plans	10 days	Thu 3/14/24	Wed 3/27/24	51, 38, 34
53	0%	Bidding	49 days	Thu 3/28/24	Tue 6/4/24	52
54	0%	Notice to Bidders	3 days	Thu 3/28/24	Mon 4/1/24	53, 52, 38
55	0%	Advertisement	15 days	Tue 4/2/24	Mon 4/22/24	54
56	0%	Open Bids	1 day	Tue 4/23/24	Tue 4/23/24	55
57	0%	Review Bids	15 days	Wed 4/24/24	Tue 5/14/24	56
58	0%	City Council Agenda	5 days	Wed 5/15/24	Tue 5/21/24	57
59	0%	City Council Approves	5 days	Wed 5/22/24	Tue 5/28/24	58
60	0%	Circulation of Contract	5 days	Wed 5/29/24	Tue 6/4/24	59
61	0%	Construction	263 days	Wed 6/5/24	Fri 6/6/25	60
62	0%	Pre-Construction Meeting	3 days	Wed 6/5/24	Fri 6/7/24	60
63	0%	Construction	250 days	Mon 6/10/24	Fri 5/23/25	62
64	0%	Final Walkthrough	10 days	Mon 5/26/25	Fri 6/6/25	63

Date: Tue 9/6/22

Inactive Summary
 Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only
 Progress
 Deadline

External Milestone
 Inactive Task
 Inactive Milestone
 Summary
 Project Summary
 External Tasks

Inactive Summary
 Manual Task
 Duration-only

Page 1

Exhibit D Fee Schedule

Project Name: Kenney Fort Blvd 24-inch Reuse Water Line

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Design Management, Project Meetings, and Data Coll.	180	\$31,400.00	\$500.00	\$0.00	\$31,900.00
Task 2: Routing and Conceptual Design	170	\$32,800.00	\$1,000.00	\$0.00	\$33,800.00
Task 3: Preliminary Design (60%)	240	\$45,400.00	\$1,000.00	\$139,000.00	\$185,400.00
Task 4: Final Design (90%/100%)	600	\$115,200.00	\$1,000.00	\$0.00	\$116,200.00
Task 5: Easements and Permitting	300	\$58,400.00	\$1,300.00	\$94,000.00	\$153,700.00
Task 6: Bidding Services	75	\$13,900.00	\$500.00	\$0.00	\$14,400.00
Task 7: Construction Contract Administration	410	\$79,800.00	\$1,000.00	\$0.00	\$80,800.00
GRAND TOTAL:	1975	\$376,900.00	\$6,300.00	\$233,000.00	\$616,200.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

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

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

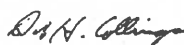
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola
	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Union Fire Ins. Co. 19445
	INSURER B : Allied World Assurance Company (U.S.) 19489
	INSURER C : New Hampshire Ins. Co. 23841
	INSURER D : Lloyds of London 085202
INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: **22-23** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC015893685 (AOS) WC015893686 (CA)	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For All Projects with the City of Round Rock. The City of Round Rock, TX is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below will be provided.

CERTIFICATE HOLDER City of Round Rock, TX 221 East Main Street Round Rock, TX 78664-0000	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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