

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 the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Two Hundred Twenty-Eight Thousand Two Hundred Twenty and No/100 Dollars (\$228,220.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

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:

Eddie Zapata
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6605
Fax Number (512) 218-5563
Email Address ezapata@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:

Jesse Penn, PE
Project Manager
10415 Morado Circle
Building 1, Suite 200
Austin, TX 78759
Telephone Number (512) 349-0700
Fax Number (512) 349-0727
Email Address jpenn@cpyi.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 indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

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 cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21 **COMPLIANCE WITH LAWS**

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22 **INDEMNIFICATION**

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or 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 as a result of 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 or any material change 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:

Jesse Penn, PE
Project Manager
10415 Morado Circle
Building 1, Suite 200
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) **Time is of the Essence.** 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.

(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.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CP&Y, INC.

By: _____
Signature of Principal
Printed Name: James J. Roohms, P.E.

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will furnish the following information to the Engineer and/or perform the following tasks:

1. Provide existing reports or data the City has on file concerning the project, if available.
2. Provide any available as-built plans for roadways, existing steel encasement, culverts etc. impacting the project.
3. Provide any available as-built plans for any water lines that are near to, tie into or might affect the design of the new line.
4. Provide any available utility, parcel and/or topographic mapping information of the project area.
5. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
6. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
7. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope of the Engineer's services.
8. Meet on an as needed basis to answer questions, provide guidance and offer comment.
9. Provide construction inspection and construction testing services including coordination and scope of services.
10. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the City.
11. Pay for costs associated with newspaper public notice for bid advertisement.
12. Assist with property owner coordination for Right-of Entry.
13. Secure easements (using documents prepared by Engineer) as required for construction of improvements described in Engineer's final design plans.
14. Obtain necessary permits, including TxDOT permits, as required for performing work and installing water lines in the state right-of-way.
15. Review the Application for Payment and supporting documentation submitted by the Contractor.
16. Provide geotechnical and corrosion assessment services performed by others.
17. Provide modeling support for hydraulic and surge review through City staff and others.

EXHIBIT B

Engineering Services

The University Boulevard 36" Water Line – Phase I Project will include Design and construction of approximately 8,000 LF of 36" water line beginning from an existing 36" water line on the west side of FM 1460 & south of University Blvd through an existing 54" steel encasement pipe under FM 1460, thence easterly along University Blvd. R.O.W. to a point of termination approximately 7,500 L.F. east of the University Blvd. / F.M. 1460 intersection. The Engineer shall provide the necessary engineering and technical services for the completion of environmental studies, public involvement, surveying and mapping, preliminary engineering technical memorandum development, preparation of plans, specifications and cost projections for the project.

Engineering services will include preliminary design, design, bid and construction phase services.

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. BASIC SERVICES

A. PRELIMINARY ENGINEERING

1. PRELIMINARY TECHNICAL MEMORANDUM DEVELOPMENT

- (a) Meet with City to determine the scope of the project.
- (b) Collect available information from the City. Reference Exhibit A.
- (c) Include the environmental studies as part of preliminary engineering (see Special Services).
- (d) Coordinate subconsultant and City efforts including modeling, surveying and environmental studies.
- (e) Attend utility coordination meetings with the City.
- (f) Review record drawings for existing water lines, roadways, culverts, roadways bores and the City of Round Rock Hydraulic Model and master plan.
- (g) Work closely with the City and project stakeholders to develop design concept.
- (h) Identify the construction easement requirements for the construction of the water line.
- (i) Determine the preliminary alignment and walk the site.
- (j) Identify if any section of the project is within TxDOT ROW, Flood Plain Zone, Railroad ROW, County ROW, or Recharge Zones.
- (k) Prepare Technical Memorandum summarizing the findings of the preliminary engineering phase.
- (l) Perform internal QA/QC prior to Technical Memorandum submittal.
- (m) Develop Engineer's opinion of probable cost.

B. DESIGN AND BID DOCUMENT PREPARATION

1. PROJECT MEETINGS

- (a) Attend, conduct and document six project meetings. Prepare meeting minutes including action items to help maintain project schedule.
- (b) Prepare for and attend two meetings with property owners.

2. PREPARATION OF CONSTRUCTION PLANS

- (a) Cover sheet, general water line alignment, general notes.
- (b) Plan and profile sheets identifying right-of-way, property easement, existing utilities and topographic features. Scale will be 1"=40' horizontal and 1"=4' vertical.
- (c) Construction details.
- (d) Erosion and sedimentation control sheets.
- (e) Prepare project manual according to City's standard front end documents and technical specifications.
- (f) Perform internal QA/QC prior to each submittal.
- (g) Prepare Design Plans, Specifications, and Engineer's Opinion of Probable Construction Cost at 60%, 90% and 100% design. Include three sets of plans for City review and respond to review comments.

C. BID PHASE SERVICES

1. BID PHASE SERVICES

- (a) Conduct pre-bid meeting with City for interested contractors. Provide agenda and sign in sheet.
- (b) Distribute bid documents and maintain plan holders' list.
- (c) Address and respond to questions and interpretation of bid documents.
- (d) Prepare and issue addenda to the bid documents if necessary.
- (e) Conduct bid opening at City location, tabulate and review all bids for correctness.
- (f) Review qualifications of low bidder and others as needed.
- (g) Recommend award of contract or other actions to be taken by the City.

D. CONSTRUCTION PHASE SERVICES

1. CONSTRUCTION PHASE SERVICES

- (a) Attend one (1) pre-construction conference with the Owner and the Contractor, review the Contractor's construction schedule and issue meeting notes to the Owner.
- (b) The Engineer will make periodic visits to the Project site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. It is assumed for estimation purposes that the Engineer will visit the site once a month, four (4) hours per visit, for a total of five (5) months. Based on the information obtained during such visits, the Engineer will endeavor to determine if the Contractor's work is proceeding in accordance with the Contract Documents. The purpose of such project site visits and such observations is to keep the Owner generally informed of the progress of the Contractor's work and to determine if the completed work of the Contractor conforms in general to the design concept indicated in the Construction Contract Documents. On the other hand, the Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with rules, regulations, ordinances, codes or orders applicable to the Contractor's performance of the work. The Contractor shall have sole authority over and responsibility for:
 - (i) the means, methods, techniques, sequences, and procedures of construction
 - (ii) safety precautions and programs incident to the construction, and
 - (iii) compliance with rules, regulations, ordinances, codes and orders applicable to the construction. The Engineer neither guarantees the performance of the Contractor nor assumes any responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Contract Documents.
- (c) Issue necessary clarifications and interpretations of the Construction Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents.
- (d) Make recommendations to the Owner regarding change orders as appropriate and when directed by the Owner, and prepare Change Orders as reasonably required. Preparation of Change Orders, which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, is not included in this scope of services.
- (e) Review samples, catalog data, schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- (f) Review the Application for Payment and supporting documentation submitted by the Contractor after approval by the inspector, recommend to the Owner the amount that the Contractor is to be paid on monthly estimates as required by the Construction Contract.

Such recommendation for payment to the Contractor shall not be a representation that the Engineer:

- (i) has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work,
 - (ii) has reviewed construction means, methods, techniques, sequences, or procedures,
 - (iii) has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the Owner to substantiate the Contractor's right to payment,
 - (iv) has ascertained how or for what purpose the Contractor has used monies previously paid by the Owner, or
 - (v) has determined that title to any of the Contractor's work has passed to the Owner free and clear of any liens, claims, security interests or encumbrances.
- (g) Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an observation to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
- (h) Receive, review and transmit to the Owner maintenance and operating instructions, warranties and guarantees, marked up record documents received from the Contractor, which reflect field changes to the bid documents. The Engineer will review the documents to ascertain, to the best of the Engineer's knowledge and belief, that the reflected field changes are complete and correct.
- (i) Prepare Project record drawings incorporating compiled change orders and field changes that are received from the Owner and the Contractor. Three (3) sets of prints of "Record Drawings" will be submitted by the Engineer to the Owner on 11x17 paper copies.
- (j) Submit to the Owner electronic files used for the production of the Record Drawings. The Engineer shall deliver the electronic files, on CD, to the Owner. Record drawings on electronic files furnished to the Owner are for the convenience of the Owner only. The Record Drawings shall be sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

E. PROJECT MANAGEMENT SERVICES

1. PROJECT MANAGEMENT

- (a) The Engineer will manage professional services to complete the project Preliminary Engineering phase including, progress reports, milestones and invoicing.
- (b) The Engineer will manage professional services to complete the project Design & Bid Document Prep phase including, progress reports, milestones and invoicing.
- (c) The Engineer will manage professional services to complete the project Bid Services phase including, progress reports, milestones and invoicing.
- (d) The Engineer will manage professional services to complete the project Construction Services phase including, progress reports, milestones and invoicing.
- (e) The Engineer will manage professional services to complete the project Special Services phase including, progress reports, milestones and invoicing.

II. SPECIAL SERVICES

A. ENVIRONMENTAL SERVICES

CP&Y will conduct wetland delineations, a habitat assessment, and cultural resources investigations consistent with local, state, and federal regulations, as required for the project.

1. Wetland Delineation

Impacts to jurisdictional wetlands and waters of the U.S. would be permitted under Section 404 of the Clean Water Act by the Fort Worth District of the United States Army Corps of Engineers (USACE). CP&Y will conduct a wetland delineation following the 1987 USACE wetland delineation manual procedures and the Great Plains Regional Supplement to the USACE delineation manual. Once field work has been conducted on the project site, the type of permit required will be determined depending on the area of impacts, if any, to jurisdictional waters and wetlands. *If a Pre-Construction Notification to the USACE or Individual Permit is required, it would be conducted under a separate work authorization.*

2. Threatened and Endangered Species Habitat Assessment

CP&Y will review technical databases, technical literature, and governmental publications and databases prior to conducting field surveys to identify federally threatened, endangered, and candidate plant and animal species in the vicinity of the project area. The habitat assessment includes determining whether suitable habitat exists within and adjacent to the proposed project area, taking representative photographs of the project area, and reporting all findings. Protocols for determining required habitat will be performed for the federally threatened, endangered, and candidate species in Williamson County. *If habitat for federally listed species is identified, coordination with the U.S. Fish and Wildlife Service would be conducted under a supplemental agreement.*

3. Cultural Resources Investigations

The proposed project is being sponsored by the City of Round Rock (the City), a political subdivision of the state of Texas; as such the project would fall under the jurisdiction of the Antiquities Code of Texas. In addition, the City may be applying to the US Army Corps of Engineers (USACE) for permitting to construct project facilities under Section 404 of the Clean Water Act; as such, the proposed undertaking may also fall under the jurisdiction of Section 106 of the National Historic Preservation Act (NHPA). As the project represents a publicly sponsored undertaking with the potential to impact potentially significant cultural resources, the City is required to provide for a cultural resource inventory of the APE.

Archival Research

Prior to initiating fieldwork, Horizon will:

- Obtain a Texas Antiquities Permit from the Texas Historical Commission (THC). The application for the Texas Antiquities Permit requires the signature of Horizon's Archeological Principal Investigator and an authorized representative of the project sponsor.
- Perform basic archival research at the THC, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resource investigations conducted in the vicinity of the project's APE and previously recorded cultural resource sites and historic properties in and near the project's APE.
- Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project's APE.

Cultural Resource Survey Fieldwork

Horizon will:

- Perform an intensive pedestrian survey of the APE, consisting of surface walkover with surface inspection and shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMAS) and guidelines established by the Council of Texas Archeologists (CTA) unless field conditions warrant excavation of more or fewer shovel tests.
- Document any cultural resources encountered to a sufficient degree to make preliminary determinations of the significance of the resources in terms of their eligibility for inclusion in the National Register of Historic Places (NRHP) and for designation as State Archeological Landmarks (SALs).
- Inspect the locales of any previously recorded archeological sites within the APE and assess their current condition.
- Complete and submit State of Texas Archeological Site Data Forms (for new archeological sites) or State of Texas Archeological Site Update Forms (for previously recorded archeological sites) to

TARL. Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the APE during the survey.

Reporting

Horizon will:

- Develop draft and final technical reports detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Assess the significance of any cultural resources within the project's APE in terms of their potential eligibility for inclusion in the NRHP and for designation as SALs.
- Submit 2 hard copies of a draft technical report describing the results of the survey to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review of the draft report with the regulatory agencies unless the client would prefer to coordinate agency review.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report, including up to 4 hard copies and 1 electronic copy to the client and the THC to fulfill the conditions of the Antiquities Permit.

B. SURVEYING SERVICES

Limits: Encompassing a 75 foot strip of route survey from 500 feet south of University Blvd. along the easterly ROW line of FM 1460 to the existing waterline main near the former CR 114 intersection thence along the southerly ROW line of University Blvd. for approx. 7500 feet. Total distance for the project is approximately 8000 feet in length.

1. Surveyor will prepare a property schematic generated from record data as prepared for the University Blvd. Improvement Project by Williamson County for the total project as now briefed to include a list of property owners.
2. Surveyor will attempt recovery of survey datum control as established previously for local CORR, State and County projects in the immediate vicinity of this project. The values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet. Vertical Datum will be relative as to that established for the above projects and reconciled to the CORR Survey Control System at Station 01-040 located at CR 112.
3. Design and establish horizontal survey traverse as needed for topographic data gathering procedures.
4. Surveyor will perform differential level loops for installation of a benchmark system at strategic locations at approximate 1000 foot intervals within the project limits only to the extent to augment the University Blvd. vertical control network already established.
5. Collect spot elevations along the project route including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8" and up, any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
6. Surveyor will perform sufficient boundary analysis to prepare deliverables for up to 4 permanent easements along the project route and within the University Blvd. ROW. This proposal assumes that there will be preparation of Temporary Construction Easements (if any) and that the easements by minimal description (signed and sealed) will be parallel and coincident with the existing permanent easement AND that a minimal sketch depicting the TCE will be delivered as support to the permanent easement description.
7. Deliverables will include an Autocad 3D file with break-lines. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included in list formats and notated in the DTM file.
8. Surveyor will locate and process up to 8 geotechnical boreholes within the project limits. This proposal assumes a separate mission for collecting this information but is included in the field survey estimates.

EXHIBIT C

Work Schedule

Task	Duration	Completion Date
Notice to Proceed	N/A	Jun 1, 2013
Initial Data Collection	7	Jun 8, 2013
Topographic Survey	35	Jul 13, 2013
ENV Study	14	Jul 27, 2013
Preliminary Technical Memo TM	21	Aug 17, 2013
City Review of TM	14	Aug 31, 2013
60% Plans Submittals	56	Oct 26, 2013
City Review of 60% Plans	14	Nov 9, 2013
90% Plans Submittals	56	Jan 4, 2014
City Review of 90% Plans	28	Feb 1, 2014
100% Plans Submittal	14	Feb 15, 2014
Bid Phase Services	56	Apr 12, 2014
Notice to Proceed	56	Jun 7, 2014
Construction Phase Services	150	Nov 4, 2014

EXHIBIT D

Fee Schedule

Attached Behind This Page

Exhibit D

University Boulevard 36" Water Line - Phase I
City of Round Rock

Task Description	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs
<i>I. BASIC SERVICES</i>			
A. PRELIMINARY ENGINEERING	292	\$ 34,980.00	\$ -
B. DESIGN AND BID DOCUMENT PREPARATION	740	\$ 85,190.00	\$ -
C. BID PHASE SERVICES	94	\$ 10,030.00	\$ -
D. CONSTRUCTION PHASE SERVICES	262	\$ 30,110.00	\$ -
E. PROJECT MANAGEMENT	154	\$ 17,670.00	\$ -
F. EXPENSES		\$ -	\$ 1,342.00
SUB-TOTAL BASIC ENGINEERING SERVICES	1542	\$ 177,980.00	\$ 1,342.00
<i>II. SPECIAL SERVICES</i>			
A. CP&Y ENVIRONMENTAL SERVICES - SEGMENT 1		\$ 5,850.00	\$ -
B. CP&Y ENVIRONMENTAL SERVICES - SEGMENT 2		\$ 6,210.00	\$ -
C. HORIZON ENVIRONMENTAL SERVICES		\$ 5,500.00	\$ -
D. INLAND GEODETICS, LP		\$ 31,338.00	\$ -
SUB-TOTAL SPECIAL SERVICES		\$ 48,898.00	\$ -
SUB-TOTAL (BASIC & SPECIAL SERVICES)		\$ 226,878.00	\$ 1,342.00
GRAND TOTAL (BASIC & SPECIAL SERVICES & EXPENSES)		\$	228,220.00

Exhibit D

**University Boulevard 36" Water Line - Phase I
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Principal	Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$230.00	\$135.00	\$180.00	\$100.00	\$90.00	\$75.00		
I. BASIC SERVICES								
A. PRELIMINARY ENGINEERING								
1 Preliminary Technical Memorandum Development								
a Meet with City to determine the scope of the project	4	4	4	4			12	\$ 1,860.00
b Data collection		8		16			24	\$ 2,680.00
c Include Environmental Studies in the Tech Memo (See Special Services)							0	\$ -
d Coordinate subconsultant efforts		12		16			28	\$ 3,220.00
e Attend utility coordination meeting		4		4			8	\$ 940.00
f Review record drawings, the City's Hydraulic Model and master plan		8	4	16			28	\$ 3,400.00
g Develop design concept with City and stakeholders	4	12	8	24			48	\$ 6,380.00
h Identify construction easements		4	2	6			12	\$ 1,500.00
i Determine preliminary alignment and walk site		4	2	4			10	\$ 1,300.00
j Identify TxDOT/ Railroad/County ROW, Flood Plain/Recharge Zones		8	2	16			26	\$ 3,040.00
k Prepare Tech Memo summarizing findings of preliminary engineering phase		8	8	24			72	\$ 9,960.00
l Perform internal QA/QC prior to Tech Memo submittal	4					32	12	\$ 2,360.00
m Develop Engineer's opinion of probable cost		4	8	8			12	\$ 1,340.00
							292	\$ 34,980.00

Exhibit D

**University Boulevard 36" Water Line - Phase I
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Principal	Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$230.00	\$135.00	\$180.00	\$100.00	\$90.00	\$75.00		
I. BASIC SERVICES								
B. DESIGN AND BID DOCUMENT PREPARATION								
1 Project Meetings								
a Attend, conduct and document 6 project meetings		12		24		6	42	\$ 4,470.00
b Prepare for and attend two property owner meetings		4		4		4	12	\$ 1,240.00
2 Preparation of Construction Plans							54	\$ 5,710.00
a Cover sheet, general water line alignment, general notes		12	2	24	48		86	\$ 8,700.00
b Plan and profile sheets		32	4	64	192		292	\$ 28,720.00
c Construction details		12	2	24	48		86	\$ 8,700.00
d Erosion and sedimentation control sheets		12	2	24	48		86	\$ 8,700.00
e Prepare project manual		20	4	40		40	104	\$ 10,420.00
f Perform internal QA/QC prior to each submittal	8		48				56	\$ 10,480.00
g Prepare Design PS&E OPCC at 60%, 90% and final design		8	6	16			30	\$ 3,760.00
							740	\$ 79,480.00

Exhibit D

University Boulevard 36" Water Line - Phase I
City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

Task Description	No. of PS&E Sheets	Project Principal	Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
I. BASIC SERVICES									
C. BID PHASE SERVICES									
1 Bid Phase Services									
a Conduct pre-bid meeting and provide agenda/sign in sheet			4		4			8	\$ 940.00
b Distribute bid documents and maintain plan holders' list							16	16	\$ 1,200.00
c Address and respond to questions and interpretation of bid documents			4	2	8			14	\$ 1,700.00
d Prepare and issue addenda to the bid documents if necessary			4	2	8			22	\$ 2,300.00
e Conduct bid opening at City location, tabulate and review all bids for correctness			6		12			18	\$ 2,010.00
f Review qualifications of low bidder and others as needed			4		4			8	\$ 940.00
g Recommend award of contract or other actions to be taken by City			4		4			8	\$ 940.00
								94	\$ 10,030.00

Exhibit D

**University Boulevard 36" Water Line - Phase I
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.									
Task Description	No. of PS&E Sheets	Project Principal	Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
I. BASIC SERVICES		\$230.00	\$135.00	\$180.00	\$100.00	\$90.00	\$75.00		
D. CONSTRUCTION PHASE SERVICES									
1 Construction Phase Services									
Attend one (1) pre-construction conference, review construction schedule and issue meeting notes.			4		4			8	\$ 940.00
Make periodic visits; 1 X month @ 4 hrs/visit @ 5 months			20		10			30	\$ 3,700.00
Issue necessary clarifications and interpretations of construction documents			16	6	40			62	\$ 7,240.00
Make recommendations regarding change orders			6	4	8			18	\$ 2,330.00
Review submittals for conformance with design concept			16	8	40			64	\$ 7,600.00
Review Application for Payment			12				6	18	\$ 2,070.00
Substantial completion			8		8			16	\$ 1,890.00
Receive, review and transmit to Owner bid documents with field changes					4			4	\$ 400.00
Prepare, Review Project record drawings; submit three (3) 11x17 sets			4		8	24		40	\$ 3,800.00
Submit electronic files used for production of Record Drawings							2	2	\$ 150.00
								262	\$ 30,110.00

Exhibit D

**University Boulevard 36" Water Line - Phase I
City of Round Rock**

Task Description		Project Principal	Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
I. BASIC SERVICES									
E. PROJECT MANAGEMENT									
1	Project Management	\$230.00	\$135.00	\$180.00	\$100.00	\$90.00	\$75.00		
a	Preliminary Engineering		12					6	2,070.00
b	Design & Bid Document Prep		36					18	6,210.00
c	Bid Services		18					9	3,105.00
d	Construction Services		30					15	5,175.00
e	Special Services		6					4	1,110.00
								154	\$ 17,670.00

Exhibit D

University Boulevard 36" Water Line - Phase I
City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

Task Description	No. of PS&E Sheets	Environ Manager \$175.00	Senior Environ Specialist \$125.00	Senior Architectural Historian \$150.00	Biologist \$90.00	GIS Specialist \$75.00	Total Labor Hours	Total Direct Labor Costs
A CP&Y Environmental Services - Segment 1								
1 Wetland Delineation			4		12	8	25	\$ 2,355.00
2 Threatened and Endangered Species Habitat Assessment		1	4		8	8	21	\$ 1,995.00
3 Archeology QA/QC				2			2	\$ 300.00
4 Stakeholder Coordination		4	4				8	\$ 1,200.00
							56	\$ 6,850.00
B CP&Y Environmental Services - Segment 2								
1 Wetland Delineation			4		16	8	29	\$ 2,715.00
2 Threatened and Endangered Species Habitat Assessment		1	4		8	8	21	\$ 1,995.00
3 Archeology QA/QC				2			2	\$ 300.00
4 Stakeholder Coordination		4	4				8	\$ 1,200.00
							60	\$ 6,210.00

Exhibit D

University Boulevard 36" Water Line - Phase I
City of Round Rock

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00	40	\$ 40.00
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	3,700	\$ 370.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	600	\$ 90.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	180	\$ 180.00
11" X 17" Color Paper Copies	sheet	\$ 1.80	40	\$ 72.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00	4	\$ 60.00
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	600	\$ 330.00
GPS Rental	day	\$ 100.000	2	\$ 200.00
Cultural Resources Archival Research	each	\$ 500.000	0	\$ -
HazMat Database Search	each	\$ 200.000		\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ 1,342.00

EXHIBIT E

Certificate of Insurance

Attached Behind This Page

