EXHIBIT "A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: AMERICAN STRUCTUREPOINT, INC. **("Engineer")**
ADDRESS: 9025 River Road, Suite 200, Indianapolis, IN 46240
PROJECT: Sam Bass at Hairy Man Road Intersection Improvements

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1
CITY SERVICES

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3
CONTRACT TERM

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4
COMPENSATION

City shall pay and Engineer agrees to accept the amount shown below as full compensation for 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 Five Hundred Eighty-Five Thousand Three Hundred Ninety-Eight and 44/100 Dollars ($585,398.44) 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:

Bill Stablein
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-3237
Fax Number N/A
Email Address bstablein@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:

Steven D. Widacki, P.E.
Senior Project Manager
9025 River Road, Suite 200
Indianapolis, IN 46240
Telephone Number (512) 884-6257
Mobile Number (512) 316-1007
Fax Number (317) 543-0270
Email Address swidacki@structurepoint.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:

Stephanie L. Sandre
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Steven D. Widacki, P.E.
Senior Project Manager
9025 River Road, Suite 200
Indianapolis, IN 46240

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]

AMERICAN STRUCTUREPOINT, INC.

By: DocuSigned by: Benjamin W. Borcherding
DEEB909A5C25424...
Signature of Principal

Printed Name: Benjamin W. Borcherding

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

_____
Stephanie L. Sandre, 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

SAM BASS AT HAIRY MAN INTERSECTION IMPROVEMENTS - SCHEMATIC AND PS&E

Project Limits: Approximately 450' west, 400' east, 350' south and 300' north of intersection.

Project Length: 1,200' (0.23 Miles)

In general, the City of Round Rock and its representatives to their best efforts will render services as follows:

1. Schedule, coordinate, and conduct public involvement meetings.
2. Provide available criteria and full information as to the client's requirements for the project.
3. Furnish available horizontal control points and established City of Round Rock monumentation.
4. Furnish available existing plans and/or design information for the project and interface data for any adjacent projects.
5. Assist the Engineer by placing at their disposal all available written data pertinent to previous operations, reports and any other data (including hydraulic studies and models) affecting the project.
6. Provide available existing traffic counts and design year projects (to be used for geotechnical and geometric design purposes).
7. Furnish available right-of-way maps.
8. Provide available and all applicable special specifications, special provisions and updated list of bid items applicable to the project.
9. Examine documents submitted by the Engineer and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of Engineer's services.
10. Respond promptly in writing to requests by the Engineer for authorization to proceed with specific activities deemed desirable.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Pay all reviewing agency fees promptly including review, inspection and recording fees.
13. Acquire any off-site ROW and easement required for the project.

EXHIBIT B
Engineering Services

SAM BASS AT HAIRY MAN INTERSECTION IMPROVEMENTS - SCHEMATIC AND PS&E

Limits

Intersection improvements at Sam Bass Road and Hairy Man Road consisting of a roundabout (RAB) intersection. Two alternates will be evaluated in the schematic phase consisting of: 1) a conventional RAB with single inscribed circle, and 2) modified RAB configuration consisting of two off-set inscribed circles, or 'peanut' configuration. Legs along Sam Bass Road will match the ultimate 3-lane section through splitter islands and then transition back to existing pavement.

(Approximately 450' west, 400' east, 350' south and 300' north of the intersection.)

Project Description

Preliminary Engineering

The work to be performed by the Engineer shall consist of providing preliminary engineering services for development of two (2) 30% schematic alternates, survey and mapping, assistance with public involvement and meetings with stakeholders, environmental clearance, preliminary drainage design, traffic control layout, estimates of probable construction costs, and cross sections along both Sam Bass Rd. and Hairy Man Rd. legs of the .

Final PS&E

Additionally, the Engineer shall provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, as requested by the City. These services may include, but are not limited to, preparing roadway design, hydrologic and hydraulic design, survey, and ROW mapping, and, if requested, provide design support as the Engineer of Record at Right-of-Way as necessary to support the design process.

The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established in the work authorization. The Engineer shall submit a written progress report to the City monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for the month, and the estimated work to be accomplished for the coming month. The Engineer is required to meet with the designated City Representative on a monthly basis for progress tracking purposes unless prior agreement is made with the City not to hold a meeting in any given month. The Engineer shall submit meeting notes, summarizing the events of the meeting within seven calendar days after each meeting.

The Engineer shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the design schematic, survey, ROW Mapping, PS&E and the environmental documents by City personnel. The Engineer shall present the work schedule to the City for review and acceptance and provide assistance in interpreting the proposed work schedule.

Design Criteria

All designs shall be prepared in accordance with the latest version of: *City of Round Rock, Texas Transportation Criteria Manual and Design and Construction Standards (DACS)*. All construction shall be in accordance with the latest TxDOT Standard Specifications, as indicated in the plans. Round Rock specifications will only be utilized if TxDOT specifications are not suitable.

SERVICE TO BE PROVIDED BY THE ENGINEER

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Contract Management and Administration

The Engineer shall perform the following tasks:

A. Submit monthly progress status reports and invoicing to the City. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists, or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

B. Prepare, distribute, and file both written and electronic correspondence. Prepare and distribute meeting notes.

C. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

D. Manage and coordinate with subconsultants.

1.2 Project Coordination Meetings

The Engineer shall attend the following meetings:

A. Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

B. Prepare agenda and sign-in sheets for external coordination/progress meetings.

C. Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

D. Conduct internal coordination meetings as required to advance the development of the project.

1.3 Schedule

A. The Engineer shall develop and maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables and track project conformance to Exhibit C, Work Schedule.

1.4 QA/QC

A. For each deliverable, provide QA/QC and submit evidence of internal review and mark- up of deliverables as preparation for submittal and in accordance with submitted project specific QA/QC plan.

B. Provide QA/QC throughout the duration of the scheduled services included herein to appraise technical performance and provide direction for project activities.

1.5 DELIVERABLES

A. Monthly Invoices and Progress Reports

B. Meeting Minutes, Sign-In Sheets, and Agendas

C. Project Schedule

TASK 2 PRELIMINARY ENGINEERING

The Engineer shall prepare preliminary drawings to identify any potential adverse impacts within the project corridor. Identification of all existing structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas is required. Any potential conflicts and structural impediments must be identified as such. The Engineer shall render assistance to the City for agency meetings as necessary during the development of the preliminary design as requested by the City. The Engineer shall also render assistance to the City for meetings with affected stakeholders, public meetings, and a public hearing if requested.

The Engineer shall obtain, review, and evaluate existing and twenty-year projected traffic data for use in the preparation of the 30% schematic layout for the turn lanes on Chisholm Trail Rd.

2.1 Data Collection and Field Reconnaissance

The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the City in writing whenever the Engineer finds disagreement with the information or documents:

A. Data, if available, including “as-built plans”, existing schematics, right- of-way maps, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.

B. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

C. Conduct a field investigation of the existing intersection and the surrounding area to determine field conditions including photographic record of notable existing features.

D. Develop and maintain adjacent property ownership information (including owner’s name, mailing address, property address, property identification number) spreadsheet to be used for disseminating project information.

E. Review the data collected and organize the information.

Deliverables

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all MAPO Coordination Meetings.
- Design Summary Form (pdf and electronic copies)

2.2 Prepare Schematic Layouts

The Engineer shall develop and evaluate two (2) alternates in the schematic phase consisting of: 1) a conventional RAB with single inscribed circle, and 2) modified RAB configuration consisting of two off-set inscribed circles, or ‘peanut’ configuration. Legs along Sam Bass Road will match the ultimate modified 3-lane section with shared use path (SUP) along one side as identified in the 2023 Transportation Master Plan (TMP) through the proposed limits of the splitter islands and then transition back to existing pavement based upon a design speed of 35 MPH.

A. Prepare/develop preliminary RAB layout consisting of conventional RAB with single inscribed circle.

B. Prepare/develop preliminary RAB layout consisting of modified RAB configuration consisting of two off-set inscribed circles, or ‘peanut’ configuration.

C. Develop preliminary layouts of drainage and water quality facilities to support the RAB layouts prepared in ‘A’ and ‘B’, above.

D. Prepare preliminary cross sections of the roadway sections for each of 'A' and 'B' above.

E. Prepare/develop preliminary construction sequence for 'A' and 'B' above. Note any differences between the two alternatives.

F. Prepare preliminary estimates of probable construction cost for both 'A' and 'B' above.

2.3 Preliminary Traffic Engineering

A. Traffic Data and Projections

The Engineer shall collect turning movement traffic counts at the study intersection of Sam Bass Road and Hairy Man Road during a typical weekday under normal weather conditions while schools are in session. These counts will be collected between the hours of 7am-9am and 4pm-6pm.

The Engineer shall develop opening year (TBD) and design year (opening year +20) traffic forecasts based on growth rates derived from City of Round Rock TMP 2040 that accounts for future roadway connections and nearby land-use development. Trip generation, distribution, and assignment of generated trips from nearby land-use developments is not anticipated and hence excluded from this scope. The Engineer will coordinate with the City on traffic forecasting and validation of assumptions. The projected turning movement traffic volumes will be developed for the study intersection for capacity analysis based upon the existing traffic data and the approved growth rates. Based upon the intersection volumes, daily traffic volumes for the approaching roadway segments will be developed for the purposes of roadway design and environmental analysis.

The Engineer shall prepare a traffic projections methodology memo based upon the information provided in the traffic analysis package. The Engineer shall submit the developed traffic volumes to the City for review and approval. The Engineer shall revise the traffic volumes based on the City's comments.

B. Traffic and Operational Analysis

The Engineer shall review traffic data, existing roadway features (including number of lanes, intersection operation, and geometry), and traffic flow patterns. The Engineer shall conduct capacity analysis at the study intersection and make recommendations for improving traffic flow which includes determination of required intersection lane configuration under proposed roundabout control.

The Engineer shall use the *Highway Capacity Manual* methodology to analyze the intersection and make appropriate recommendations. The analysis will be done for up to four (4) traffic control alternatives (signal, roundabout, two-way stop, and all-way stop) in the opening year (TBD) and design year (opening year +20). Results of this analysis will be incorporated into the schematic design. The Engineer shall develop and submit to the Owner a traffic and operational analysis report summarizing the analysis performed. The analysis will be performed using the latest versions of TxDOT-approved software (e.g., HCS, Synchro, SIDRA).

The Engineer shall create a micro-simulation model using VISSIM for the design year no-build and build condition for a roundabout (assumed preferred alternative) to develop a 2D video animation for public outreach. This video would be created for ONLY the weekday **critical peak hour** (to be determined once traffic counts are processed).

C. Safety Analysis

The Engineer shall review and analyze historical crash data at the study intersection for the latest three (3) full calendar years (i.e., January 1 to December 31, inclusive) with respect to crash characteristics such as severity, crash types, frequency, rates, patterns, clusters, and their relationship to crash contributing factors. Historical crash data will be obtained via TxDOT's Crash Report Information System (CRIS) portal.

The purpose of the historical crash analysis is to determine safety performance of the existing conditions to understand any safety issues within the study area.

Predictive, or quantitative safety analysis, involves using HSM-based methods that use safety performance functions (SPFs) and crash modification factors (CMFs) to estimate anticipated change in crashes from the existing condition to the proposed design. A simple predictive safety analysis will be provided for the no-build and build condition using Clearinghouse Crash Modification Factors (CMFs) and/or Highway Safety Software (HSS). The purpose of the predictive safety analysis is to compare the safety performance of the no-build and build alternative. The Engineer shall develop and submit to the Owner a safety analysis report summarizing all analysis performed.

The Engineer shall attend up to three (3) coordination meetings with the Owner and/or GEC to discuss the traffic analysis including forecasting, capacity analysis, and safety analysis.

Task 3 Utilities

The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the City in writing whenever the Engineer finds disagreement with the information or documents:

A. The scope of this proposal includes QL“B” SUE services at the intersection of Sam Bass and Hairy Man Roads in Round Rock, Texas. The limits of the investigation are outlined in red on Exhibit B. The Engineer will attempt to designate the following utilities within these limits: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL“C” information. Irrigation lines and utility services lines are excluded from this scope of work. An inventory of overhead utilities is also excluded from this scope of work. This proposal also includes eight (8) QL“A” SUE test holes at locations that will be provided by the Client following a review of the QL“B” data. Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

   The Engineer has made the following assumptions with regard to the test holes on this project:

   - All test holes will be accessible to truck-mounted vacuum excavation equipment.
   - Right-Of-Way (ROW) permits from the City of Round Rock may be required. If so, The Engineer will obtain all required City permits and ensure that coordination and compliance with the City is provided.
   - Designed traffic control plans will not be required.
   - Non-routine traffic control measures will not be required.
   - The coring of pavement will not be required.

   Deliverables

   The Engineer will provide the following as a final deliverable to the Client:

   - A utility file in CAD format depicting all designated and located utilities.
   - A summary sheet of all test hole coordinate data and depth information.
   - 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
   - 11” x 17” SUE Plan Sheets depicting all designated and located utilities. These plans

will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Task 4 PUBLIC INVOLVEMENT

4.1 Progress Meetings

A. Participate in project progress meetings with the City to discuss current and upcoming messaging, activities and planning efforts.

4.2 Project Contact List

A. Develop and maintain a project contact list database for distributing project information. The project contact list database includes the following stakeholders:

- Potentially affected property owners and businesses.
- Elected officials with constituents in the project area.
- Other stakeholders as identified over the course of the project.

4.2 Website Copy

A. Develop and maintain web page on *roundrocktexas.gov*.

4.3 Neighborhood Open House

A. Plan, coordinate and participate in a Neighborhood Open House, including staff for exhibit board stations and registration table.

4.4 Stakeholder Meetings

A. Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder meetings.

B. Attend meetings with affected stakeholders (5 stakeholder meetings).

TASK 5 – RIGHT-OF-WAY (ROW) DATA

ROW Mapping includes the performance of on the ground surveys and preparation of parcel maps, legal descriptions (metes and bounds descriptions), and right-of-way maps.

5.1 Right-of-Way Mapping

Right of Entry

The Engineer shall obtain right-of-entry (ROE) for approximately seven (7) private properties for the purpose of collecting ROW survey data. The Engineer anticipates that the City will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. The Engineer shall document any interactions with property owners while performing the work.

Records Research and Deed Study

The Engineer will perform a ROW survey along Sam Bass Road, Hairy Man Road, and Woods Blvd. within the project limits. Upon notice to proceed, the Engineer will conduct research in the Williamson County Appraisal District offices to confirm property ownership for the seven affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties

will be obtained from the County Clerks' records. Engineer anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

Field Surveys

The Engineer will recover monuments marking the existing ROW lines (if any) and the front and rear corners of the properties from which ROW is to be obtained and will tie to the project control.

The Engineer will recover the corner or angle point monuments nearest to the proposed ROW on the side line of each of the subject properties and these corners will be tied to the project control.

ROW limits on as-built plans or existing ROW maps provided by the City, County, or State will be used to retrace the existing ROW. The information will be plotted to create a base file for design purposes. Parcel plats will be created separately for ROW acquisition purposes.

The Engineer will utilize the above described design survey planimetric feature locations to show any visible improvements within the proposed ROW acquisition parcels. Building corners and visible improvements within 25 feet of the proposed ROW will be located in the field and dimensioned on parcel plats.

Boundary Analysis

Utilizing the deed study and the data from the field survey, The Engineer will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by the Engineer.

Preparation of Documents

1) The Engineer will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.

2) Utilizing the boundary surveys performed by The Engineer, The Engineer will compute the boundaries of the ROW parcels for each of the subject properties.

3) The Engineer will draft plats for up to five (5) parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.

4) The Engineer will prepare a field note (metes and bounds) description for each of the five parcels. A closure computation will be prepared for each of the descriptions.

5) To assure the accuracy of the documents, The Engineer will read the descriptions while all details are compared to parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.

6) Engineer will prepare any required easement documents as an additional service should they be required.

7) All of the above described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted for a one-time review. Upon the completion of review of all survey documents, The Engineer will make necessary corrections. The final documents will then be delivered to the CITY.

Deliverables

- Legal descriptions for each parcel (signed and sealed).

- Up to five (5) individual survey plats on 8 1/2”x11” for each parcel (signed and sealed).
- Control index and detail plans on 11”x17” paper.
- One set of area computation sheets for legal descriptions and plats for all parcels.
- Any required easement documents will be prepared as an additional service.

TASK 6 DESIGN SURVEYING

6.1 Design Surveys

Project Control

The Engineer will establish up to three (3) local control points within the project limits. The project control will be placed on horizontal and vertical datums [NAD83 (2011)/NAVD88 values (Texas Coordinate System, South Central Zone)].

Ground Survey

The Engineer shall collect conventional on-the-ground surveying within the project limits. In such areas, cross-sections and break lines will be obtained at approximately 50-foot intervals. Major grade-break lines necessary to produce a 1’ interval contour DTM will be collected, as well as visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, retaining walls, guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities only.

The Engineer shall contact Texas 811 (DIGTESS) to facilitate the markings of underground utilities within the project limits. The Engineer shall locate only the paint marks and/or pin flags as established by One-Call. And by the SUE Provider. The Engineer will also pick up utilities identified/marked by the CITY or State.

Surveyor will open manhole covers and inlet lids to gather elevations/flowlines of existing pipes and will shoot elevations of top of stem of water valves for use in estimating water line depths.

Deliverables

- Control Survey data and reports.
- 1-Foot Contour Map in Microstation V8i DGN format.
- 2D Planimetric Mapping in Microstation V8i DGN Format
- Digital Terrain Model.
- ORD TIN files.
- PDF file of scanned field book copies.
- Control index and detail plans on 11”x17” paper.

TASK 7 PSE PLAN DEVELOPMENT

The Engineer shall inform the City of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the CITY unless otherwise directed by the CITY to proceed. These exceptions shall be provided to the CITY for coordination and processing of approvals. PS&E plan set shall be in accordance with the draft *City of Round Rock Design and Construction Standards (DACS).*

7.1 Typical Sections

The Engineer shall prepare typical sections for all proposed and existing roadways and cross streets. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section must also include Proposed Profile Gradeline (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks or SUPs, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

7.2 Removal Plans

The Engineer shall analyze all items to be removed from the ROW. Prepare removal plan sheets and call-out all items to be removed. Calculate and summarize removal quantities.

7.3 Horizontal Alignment Data

The Engineer shall develop Horizontal Alignment Data sheets.

7.4 Plan & Profile

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the City. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the City. Existing and proposed right-of-way lines must be shown.

The plan view must contain the following design elements:

- Pavement edges for all improvements (mainlanes, cross streets, and driveways applicable).
- Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using Bentley's Open Road Design (ORD) system.
- Lane and pavement width dimensions.
- ADA compliant sidewalks, SUP, and pedestrian crossings, assuming roadway longitudinal grades will allow.
- Proposed structure locations, lengths, and widths.
- Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- Drawing scale shall be 1" = 100'
- ROW lines and easements.
- Begin and end superelevation transitions and cross slope changes.
- Limits of riprap, block sod, and seeding.
- Existing utilities and structures.
- Benchmark information.
- Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, and crash safety items.

The profile view must contain the following design elements:

- Existing profiles along the proposed centerline.
- Known vertical utility locations.
- Drawing vertical scale to be 1" = 10'.

7.5 Intersection Layout

The Engineer shall provide an intersection layout (1" = 20') detailing the pavement design and drainage design at the intersection. The layout must include horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, and drainage details. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway beyond the limits of the RAB splitter islands.

7.6 Driveway Details

The Engineer shall develop miscellaneous driveway details with plan view, elevation view, and typical driveway section for up to five (5) driveways.

7.7 Roadway Quantity Sheet

The Engineer shall compute and tabulate roadway quantities.

7.8 Roadway Standards

The Engineer shall select appropriate roadway standard sheets, prepare special specifications for non-standard items, and special provisions to be used.

7.9 Cross-Sections

The Engineer shall use Geopak or OpenRoads to generate cross-sections every 50'. The Engineer shall determine earthwork volumes for use in the cost estimate and shall prepare 11"x17" sheets of the cross-sections. The Engineer shall provide all criteria and input files, or corridor models used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

7.10 Earthwork

The Engineer shall develop an earthwork analysis to determine cut and fill quantities.

7.11 Drainage Design

The Engineer shall provide the following data collection services:

- Conduct field inspections to observe current conditions outfall channels, inlets, manholes, cross drainage structures, drainage easements, and land development projects that contribute flow to the project. Document field inspections with digital photos.
- Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected must include, but are not limited to, the CITY.
- Review survey data and coordinate any additional surveying needs with CITY.

A. Hydrologic Analysis and Design

The Engineer will perform hydrologic analysis of contributing drainage areas using the Rational Method per City DCM. 4% Annual Chance (twenty-five (25) year storm) frequency storm will be used in sizing of new or relocated storm sewer system components up to the

connection point with the existing storm sewer system prior to the existing outfall location. Remaining portions of existing storm sewer system are not planned for replacement at this time and will not be analyzed for compliance with current criteria.

B. Drainage Area Map

The Engineer shall prepare the drainage area map sheet for up to nine (9) inlets located within the project limits. These inlets would support the typical design of a raised RAB intersection with storm runoff being directed away from the inscribed circle(s). Another inlet may be required to accept the surface drainage that is currently routed to the back of the inlet along the south side of Sam Bass Rd. at the southeast corner of the intersection, which is planned to be relocated.

C. Storm Sewer Plan Layouts and Profiles

The Engineer shall analyze existing storm drainage system and verify system has capacity for improvements up to the connection point with the existing storm sewer system prior to the existing outfall location.

D. Hydraulic Calculation Sheets

The Engineer shall develop Hydraulic Data Sheets.

E. Drainage Quantity Sheet

The Engineer shall compute and tabulate drainage quantities.

F. Drainage Standards

The Engineer shall select appropriate drainage standard sheets.

7.14 Stormwater Pollution Prevention Plan (SW3P)

A. SW3P Narrative

The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

B. Temporary Erosion Control Layouts

The Engineer shall prepare Temporary Erosion Control Layouts (1" = 100').

C. Permanent Erosion Control Layouts

The Engineer shall prepare Permanent Erosion Control Layouts (1" = 100').

D. SW3P Quantity Sheet

The Engineer shall compute and tabulate SW3P quantities.

E. SW3P Standards

The Engineer shall select appropriate SW3P standard sheets.

7.15 Water Pollution Abatement Plan (WPAP)

The Engineer shall perform the following tasks:

- Obtain and review copies of the USGS maps showing the location of the Edward's Aquifer Recharge Zone (EARZ).
- Obtain any necessary approvals from the Williamson County Conservation Foundation (WCCF). Coordinate with Gary Boyd and determine if City will pay into RHCP for this project.

- Determine the limits of the project within the EARZ and within the contributing zone of the Edward's Aquifer.
- The City has advised they do not have a current EARZ Water Pollution Abatement Plan (WPAP) for this location.
- Prepare a WPAP application per the TCEQ's requirements including design of water quality facilities needed to obtain TCEQ approval.
- Submit to TCEQ for coordination and permit approval.
- Incorporate TCEQ comments into PS&E

7.16 Signing and Pavement Markings Layouts

The Engineer will perform the following tasks:

- Design to establish required pavement markings, markers, and signing associated with a modern RAB meeting Texas MUTCD standards.
- Develop the various plans and details required for plan sheets (estimated 2 plan sheets), including details/labels indicating status/disposition of existing small signs.
- Complete Summary of Small Signs (SOSS) sheet.

7.17 Small Sign Detail Sheets

The Engineer shall develop small sign detail sheets for any non-standard signs. Provide sufficient details for sign development.

7.18 Summary of Quantities

The Engineer shall compute and tabulate signing and pavement markings quantities.

7.19 Signing & Pavement Markings Standards

The Engineer shall select appropriate signing and pavement markings standard sheets.

7.20 General Sheets

The Engineer shall prepare:

A. Title Sheet
B. Index Sheet
C. Project Layout (1" = 100')
D. Estimate and Quantity Sheets per the City's requirements.
E. The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes using the most current version of the City's *Master List of General Notes*, Special Specifications, and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications, and Special Provisions in the required format.

7.21 Traffic Control Plan, Detours, and Sequence of Construction

The Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall:

A. Prepare written narrative of the construction sequencing and work activities. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.)

B. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction. The Engineer shall notify the City in the event existing access must be eliminated and must receive approval from the City prior to any elimination of existing access.

C. Make every effort to prevent utility relocations from extending beyond the proposed Right-of-Way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the City in writing of the need and justification for such action.

D. Provide TCP Quantity sheet.

E. Select any necessary standard details from City's or TxDOT's list of standards for traffic control items.

7.22 Illumination Design

The Engineer shall refer to TxDOT's *Highway Illumination Manual*, the City of Round Rock Transportation Specifications, and other deemed necessary Owner approved manuals for design of roundabout lighting at the intersection of Sam Bass Road and Hairy Man Road. The Engineer shall provide a preliminary layout for initial review and approval by the City. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, and service pole assemblies. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the City to determine the location of proposed conventional lighting. The Engineer will coordinate with the City to confirm the type of light fixtures (pole mounting height, arm, or post top acorn) for the photometric analysis.

7.23 Constructability Review

The Engineer shall provide Independent Quality Review of the constructability of PS&E sets.

The Engineer shall perform constructability reviews at major project design milestones (e.g. 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the City at major project design milestone submittals.

PS&E DELIVERABLES

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files:

1. One (1) hardcopy of the DSR
2. One (1) hardcopy of Probable Opinion of Cost at the 30%, 60%, 90%, and 100% stages
3. One (1) hardcopy of 11"x17" plans for City review at the 30%, 60%, 90%, and 100% stages

Task 8 ENVIRONMENTAL SERVICES

8.1 Gather Information

Perform desktop assessment and gather data for the existing and proposed roadway location. Data will include USGS maps, aerial photography, National Wetland Inventory (NWI) maps, floodplain maps, threatened and endangered species lists for Williamson County, and a review of the National Register of Historic Places website.

8.2 Field Reconnaissance and Geologic Assessment

Perform a field reconnaissance to characterize the vegetation and habitat and ground-truth data gathered in the previous task. A wetland reconnaissance would be performed to identify any potential waters of the U.S., including wetlands. No wetland determinations, delineations or data forms would be completed and no permitting or coordination with the U.S. Army Corps of Engineer's is included. This task does not include any presence/ absence surveys for threatened or endangered species or detailed assessment of any karst features identified. Historians and archeologists will not perform any on-site surveys or inspections. Geologic assessment shall be completed meeting the requirements to support a WPAP application to the TCEQ.

8.3 Summarize Findings

A letter report summarizing findings of the field reconnaissance and data review will be prepared and submitted to the CITY for their review and comment. No coordination with the U.S. Fish and Wildlife Service, the Texas Parks and Wildlife Department or the Texas Historical Commission is included.

Task 9 BID PHASE SERVICES

TASK 9.1 – BID PHASE SERVICES

A. The Engineer will attend the pre-bid meeting and assist in responding to bidder's questions.
B. The Engineer will assist in responding to bidder questions during the bidding phase and will prepare up to three (3) addenda.
C. The Engineer will tabulate and evaluate the various bids and will recommend an apparent low bidder for award of contract via a letter.

ASSUMPTIONS and EXCLUSIONS

The proposed scope of services is based on the following assumptions:

1. Right-of-way will be acquired for the Project.
2. Right-of-entry from property adjacent to the project will be secured by Engineer with assistance from CITY as necessary.
3. Need for utility relocation design to be determined in the preliminary design phase and will be designed by others under contract with CITY.
4. TCP Layout sheets will not be included, it is anticipated that TCP standards details will be used to show the TCP procedures. The sequencing of work will be included in the narrative.
5. Landscaping is excluded from the scope. However, the general notes will specify the contractor will be expected to replace any landscaping that is damaged during construction.
6. Design of replacements of homeowners' association and private property owner (likely One Way Baptist Church) signs affected by project design are not a part of this scope. It is recommended to conduct the preliminary phase of the project to determine specific impacts to these signs and then engage the sign's owners to determine what replacements are sought, and then proceed on that basis.
7. Scope does not include testifying at ROW condemnation hearings.
8. Pavement Design is not included and is assumed that it will be provided by the CITY and match existing pavement.
9. Water Quality BMP Pond design (if needed) is not included. Water quality treatment is anticipated to be achieved using structural treatment unit based on estimated project limits.

   Additional Exclusions:

10. Traffic data collection for additional intersections or roadway segments
11. Traffic capacity analysis for additional intersections and scenarios other than those included in the scope above.
12. Traffic forecast of future land-use development and roadway connectivity
13. Trip generation, distribution, or assignment of traffic data
14. Safety analysis for additional intersections beyond the study intersection identified in the scope.
15. Illumination Design for the corridor or other roadway features such as pedestrian walkways, underpasses, etc.
16. Alternative lighting photometric evaluation to compare different light fixture types and pole configurations.
17. Signal Warrant Analys, Signal Design, or Signal Interconnect Design
18. Additional 2D video animation scenarios or 3D micro-simulation modeling and video animation
19. Additional meetings beyond what's included in the scope.

EXHIBIT C
Work Schedule

Attached Behind This Page

ATTACHMENT C: WORK SCHEDULE
CITY OF ROUND ROCK
SAM BASS RD. AT HAIRY MAN RD. INTERSECTION IMPROVEMENTS

	Q1 2024	Q2 2024			Q3 2024			Q4 2024			Q1 2025
Scope Item	**March**	**April**	**May**	**June**	**July**	**Aug.**	**Sept.**	**Oct.**	**Nov.**	**Dec.**	**Jan.**
TASK 1 PROJECT MANAGEMENT/ADMINISTRATION											
TASK 2 PRELIMINARY ENGINEERING											
TASK 3 UTILITIES											
TASK 4 PUBLIC INVOLVEMENT											
TASK 5 RIGHT OF WAY (ROW) DATA											
TASK 6 DESIGN SURVEYING											
TASK 7 PS&E DEVELOPMENT											
TASK 8 ENVIRONMENTAL SERVICES											
TASK 9 BID PHASE SERVICES											

EXHIBIT D
Fee Schedule

Attached Behind This Page

ATTACHMENT D: ESTIMATED FEE SUMMARY
CITY OF ROUND ROCK
SAM BASS ROAD AT HAIRY MAN ROAD INTERSECTION IMPROVEMENTS

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	Sr Tech	EIT	Total Hours	Total Labor
		$300.00	$300.00	$300.00	$250.00	$205.00	$205.00	$150.00		
TASK 1 PROJECT MANAGEMENT/ADMINISTRATION		0	8	71	23	55	0	18	175	$ 43,425.00
1.1 Contract Management and Administration										
A. Prepare monthly progress reports and invoices (Assume 10 months)				9		5			14	$ 3,725.00
B. Prepare and distribute meeting notes, correspondence				5		4			9	$ 2,320.00
C. Document phone and conference calls				2	1				3	$ 850.00
D. Manage and coordinate with subconsultants				20	12	8		4	44	$ 11,240.00
1.2 Project Coordination Meetings										
A. Kickoff (KO) and Monthly Coordination Meetings (Assume 10 months)				12		12			24	$ 6,060.00
B. Prepare KO Mtg. Agenda and Sign in sheet				2		1			3	$ 805.00
C. Prepare meeting minutes (KO & monthly)				5		10			15	$ 3,550.00
D. Conduct Internal Coordination Meetings (bi-weekly)				10	10	10		10	40	$ 9,050.00
1.3 Schedule										
A. Develop and Maintain Schedule				4		5			9	$ 2,225.00
1.4 QA/QC (30/60/90/100)										
A. Provide QA/QC and submit evidence at each Milestone (30,60,90,100)			8	2				4	14	$ 3,600.00
TASK 2 PRELIMINARY ENGINEERING		0	0	36	118	152	8	98	412	$ 87,800.00
2.1 Data Collection and Field Reconnaissance										
A. Gather Data				1	2			2	5	$ 1,100.00
B. Field Reconnaissance				2	2			2	6	$ 1,400.00
C. Field Condition and Photo Record - analyze existing conditions				1	8	12		2	23	$ 5,060.00
D. Ownership Information - assess ROW impacts				1	2	2			5	$ 1,210.00
E. Organize Information and prepare design summary report				2	4	2		2	10	$ 2,310.00
2.2 Prepare Schematic Layouts (2 alts: single inscribed circle & mod. [peanut] config.)										
A. Develop preliminary layout exhibit (single inscribed circle)	1			1	16	2	2	8	29	$ 6,320.00
B. Develop preliminary layout exhibit (modified [peanut] configuration)	1			1	16	2	2	8	29	$ 6,320.00
C. Develop preliminary layouts of drainage and water quality facilities	2			2	8	12		8	30	$ 6,260.00
D. Preliminary cross sections				1	4	6	4		15	$ 3,350.00
E. Preliminary construction sequences.				1	2	6			9	$ 2,030.00
F. Preliminary Cost Estimates of 'A' and 'B'				1	4	4		8	17	$ 3,320.00
2.3 Preliminary - Traffic Engineering										
A. Traffic Data and Projections				6	4	8		10	28	$ 5,940.00
B. Traffic and Operational Analysis				12	40	78		36	166	$ 34,990.00
C. Safety Analysis				4	6	18		12	40	$ 8,190.00
TASK 3 UTILITIES		0	0	2	4	8	0	12	26	$ 5,040.00
A. Utility Coordination for Public and Private Utilities				2	4	8		12	26	$ 5,040.00
TASK 4 PUBLIC INVOLVEMENT		0	0	4	1	0	0	3	8	$ 5,200.00
4.3 Neighborhood Open House (1 meetings)										
A. Assist in preparation, coordinate exhibits w/ subconsultant (Rifeline)				1	1			2	4	$ 850.00
B. Attend meeting				3				1	4	$ 1,050.00
4.4 Stakeholder Meetings (5 meetings)										
A. Assist in preparation, coordinate exhibits w/ subconsultant (Rifeline)				2				2	4	$ 900.00
B. Attend meetings				8					8	$ 2,400.00

ATTACHMENT D: ESTIMATED FEE SUMMARY
CITY OF ROUND ROCK
SAM BASS ROAD AT HAIRY MAN ROAD INTERSECTION IMPROVEMENTS

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	Sr Tech	EIT	Total Hours	Total Labor
		$300.00	$300.00	$300.00	$250.00	$205.00	$205.00	$150.00		
TASK 5 RIGHT OF WAY (ROW) DATA		0	0	4	0	4	0	14	22	$ 4,120.00
5.1 Right of Way Mapping - prepare/solicit/obtain right of entry for 7 parcels				4		4		14	22	$ 4,120.00
TASK 6 – DESIGN SURVEYING		0	0	0	0	2	0	2	4	$ 710.00
6.1 Design Surveys - coordination w/ subconsultant (Inland Geo.)						2		2	4	$ 710.00
TASK 7 PSE PLAN DEVELOPMENT	130	2	22	65	194	406	118	406	1213	$ 243,520.00
7.1 Typical Sections - Existing & Proposed (4 sheets)	4			2	8	24	4	6	44	$ 9,240.00
7.2 Removal Plan (1"=100')	2			2	4	4	8	8	26	$ 5,260.00
7.3 Horizontal Alignment Data	2			2	4	4	4	6	20	$ 4,140.00
7.4 Plan & Profile (1"=100')	4		1	2	6	8	32	12	61	$ 12,400.00
7.5 Intersection Layout (1"=20')	4		1	2	6	8		16	33	$ 6,440.00
A. Roundabout Design Calculations & Exhibits (RAB Cklst: fastest path/SSD/ etc.)		2	4	4	12	20		44	86	$ 16,700.00
7.6 Driveway Details (5 driveways)	3			1	2	8		12	23	$ 4,240.00
7.7 Roadway Quantity Sheet	1			1	2	10		16	29	$ 5,250.00
7.8 Roadway Standards & Misc. Detail Sheets	10			1	8		6	10	25	$ 5,030.00
7.9 Cross-Sections (50' intervals)	12			1	2	4	20	10	37	$ 7,220.00
7.10 Earthwork - Roadway Modeling				2	2	36		10	50	$ 9,980.00
7.11 Drainage Design										
A. Hydrologic Analysis & Hydraulic Design	2		1	2	6	8		8	25	$ 5,240.00
B. Drainage Area Maps	2		1	2	4	8		16	31	$ 5,940.00
C. Storm Sewer Plan Layouts & Profiles	3			3	14	24		24	65	$ 12,920.00
D. Prepare Hydraulic Calculation Sheets	4			4	16	28		24	72	$ 14,540.00
E. Prepare Drainage Summary of Quantity Sheets	1			1	2	4		12	19	$ 3,420.00
F. Drainage Standards	13			1	2	6		16	25	$ 4,430.00
7.14 Stormwater Prevention Plan (SW3P)										
A. SW3P Narrative	1			1	2	8		2	13	$ 2,740.00
B. Temporary Erosion Control Layouts (1"=100'; double bank)	1			1	2	4		8	15	$ 2,820.00
C. Permanent Erosion Control Layouts (1"=100'; double bank)	1			1	2	4		8	15	$ 2,820.00
D. SW3P Quantity Sheet	1			1	2	4		4	11	$ 2,220.00
E. SW3P Standards	4			1	2			6	9	$ 1,700.00
7.15 Water Pollution Abatement Plan (WPAP) Application Prep./Submittal & TCEQ Permitting	0		1	2	8	24		12	47	$ 9,620.00
A. Water Quality Facilities Design, Calculations & Details	4			4	8	32		24	68	$ 13,360.00
7.16 Signing and Pavement Marking Layouts (1"=100')	2		1	1	4	6	10	4	26	$ 5,480.00
7.17 Summary of Small Signs (SOSS) and Sign Details	2			1	1	4		12	18	$ 3,170.00
7.18 Signing & Pavement Marking Quantity Sheet	1				1	2		6	9	$ 1,560.00
7.19 Signing & Pavement Marking Standards	7			1	1	2		12	16	$ 2,760.00
7.20 General Sheets										
A. Title Sheet	1				1	1	4	6	12	$ 2,175.00
B. Index Sheets	1			1	1	1	4	6	13	$ 2,475.00
C. Project Layout (1"=100'; double bank)	2			1	2	2	12	4	21	$ 4,270.00
D. Summary of Quantity Sheets	2			1	2	4		8	15	$ 2,820.00
E. Specifications and General Notes	2			1	1	2		4	8	$ 1,560.00

ATTACHMENT D: ESTIMATED FEE SUMMARY
CITY OF ROUND ROCK
SAM BASS ROAD AT HAIRY MAN ROAD INTERSECTION IMPROVEMENTS

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	Sr Tech	EIT	Total Hours	Total Labor
		$300.00	$300.00	$300.00	$250.00	$205.00	$205.00	$150.00		
7.21 Traffic Control Plan, Detours, and Sequence of Construction										
A. TCP Narrative	1			2	6	4		6	18	$ 3,820.00
B. TCP Layouts and Typical Sections (Four Phases anticipated)	4			2	6	36		12	56	$ 11,280.00
C. TCP Quantity Sheet	1				1	2		4	7	$ 1,260.00
D. TCP Standards	21			1	1	4	2	8	16	$ 2,980.00
7.22 Illumination Design and Standards	4		4	8	40	52	12		116	$ 26,720.00
7.23 Constructability Review (60%, 90%, and 100%)			8	1		4			13	$ 3,520.00
TASK 8 ENVIRONMENTAL SERVICES		0	0	0	0	0	0	0	0	$ -
TASK 9 BID PHASE SERVICES		0	1	6	4	6	0	14	31	$ 6,430.00
9.1 Bid Phase services										
A. Attend Pre-Bid Meeting				2					2	$ 600.00
B. Respond to Bidders Questions and Prepare Addenda (2 max)				2	4	6		10	22	$ 4,330.00
C. Tabulate bids and recommend award			1	2				4	7	$ 1,500.00
TASK 10 CONSTRUTION PHASE SERVICES		0	2	6	6	20	0	28	62	$ 12,200.00
A. Respond to RFIs			1	4	4	12		16	37	$ 7,360.00
B. Other items to be assigned by City			1	2	2	8		12	25	$ 4,840.00
SUBCONSULTANTS										
Inland Geodetics LLC (Surveys)										$ 100,965.00
SWCA (Environmental Services)										$ 10,900.00
Rifeline (Public Involvement)										$ 33,180.00
The Rios Group., Inc. (SUE)										$ 27,948.29
Total ASI Direct Labor Hours		2	33	194	350	653	126	595	1953	
Percent of Total Hours		0.1%	1.7%	9.9%	17.9%	33.4%	6.5%	30.5%		
Total ASI Direct Labor (PS&E) Cost										$ 408,445.00
Total ASI Other Direct Expenses Cost										$ 3,960.15
Total Subconsultants Cost										$ 172,993.29
TOTAL PROJECT COST										**$ 585,398.44**

ATTACHMENT D: ESTIMATED FEE SUMMARY
CITY OF ROUND ROCK
OLD SETTLERS BLVD AND CHISHOLM TRAIL RD
Other Direct Expenses (American Structurepoint, Inc.)

Direct Expenses	Rate	Unit	Quantity	Cost
Traffic Counts	$ 500.00	Each	1	$ 500.00
TCEQ WPAP Fee (assumes <1 ac.)	$ 3,000.00	Each	1	$ 3,000.00
Mileage	$ 0.580	Mile	240	$ 139.20
Courier Services (Deliveries)	$ 25.00	Each	2	$ 50.00
CADD Color Plotting (Per SQ FT)	$ 1.50	Square Feet	30	$ 45.00
Photocopies B/W (8.5x11)	$ 0.05	Each	75	$ 3.75
Photocopies B/W (11x17)	$ 0.15	Each	440	$ 66.00
Photocopies B/W (22x34)	$ 0.60	Square Feet	12	$ 7.20
Color Copies (8.5x11)	$ 0.49	Each	100	$ 49.00
Color Copies (11x17)	$ 1.00	Each	100	$ 100.00
			TOTAL	**$ 3,960.15**

EXHIBIT E
Certificates of Insurance

Attached Behind This Page

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2023

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Cherie Crumley **PHONE (A/C, No, Ext):** 678.824.8554 **FAX (A/C, No):** 678.824.8554 **E-MAIL ADDRESS:** ACECCertificates@greyling.com
INSURED AMERSTR American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance Company 20508 **INSURER B :** American Casualty Co of Reading, PA 20427 **INSURER C :** The Continental Insurance Company 35289 **INSURER D :** National Fire Insurance Co of Hartford 20478 **INSURER E :** Travelers Casualty & Surety Co America 31194 **INSURER F :** Lloyd's of London 85202

COVERAGES **CERTIFICATE NUMBER:** 1320770162 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	6050367892	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	6050364572	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	6050364555	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6 50364569	11/1/2023	11/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Professional Liability Cyber Liability			107806802 W2F80F230301	5/29/2023 9/4/2023	5/29/2024 9/4/2024	Per Claim Aggregate Limit	5,000,000 5,000,000 5,000,000

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

Anyone person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies.
Umbrella is follow form.

CERTIFICATE HOLDER

For Information Purposes Only

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

Gregg Bachtel