



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

FIRM: KASBERG, PATRICK & ASSOCIATES, LP (“Engineer”)
ADDRESS: 800 S. Austin Avenue, Georgetown, TX 78626
PROJECT: N. Mays Street Widening

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2020 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 Seventy-Six Thousand One Hundred Sixty-Five and No/100 Dollars (\$576,165.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6 **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7 **NOTICE TO PROCEED**

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8 **PROJECT TEAM**

City's Designated Representative for purposes of this Contract is as follows:

Bill Stablein
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-3237
Mobile Number (512) 801-4456
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:

Trae Sutton, P.E., CFM
Partner
800 S. Austin Avenue
Georgetown, TX 78626
Telephone Number (512) 819-9478
Fax Number (254) 773-6667
Email Address TSutton@kpaengineers.com

ARTICLE 9 **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13 **SUPPLEMENTAL CONTRACTS**

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14 **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15 **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16 **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17 **EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18 **SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19 **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20 **TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

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

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

ARTICLE 21 **COMPLIANCE WITH LAWS**

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

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

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

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22 **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23 **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24 **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25 **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26 **INSURANCE**

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock
221 East Main Street
Round Rock, Texas 78664

(b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27 **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29 **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30 **PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31 **ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32 **NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

City of Round Rock
Attention: City Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephan L. Sheets
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Trae Sutton, P.E., CFM
Partner
800 S. Austin Avenue
Georgetown, TX 78626

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas.

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

[signature page follows]

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

KASBERG, PATRICK & ASSOCIATES, LP

By: 
Signature of Principal
Printed Name: Alvin R Sutton III

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Engineer (Kasberg, Patrick & Associates, LP) that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
4. Assist the Engineer and their Sub-Consultants to access public and private property as required to perform services under this contract.
5. Secure easements as required for design and construction of the project.
6. Provide Word or PDF files containing current City of Round Rock front end and specification documents for incorporation into Contract Documents.
7. Meet on an as needed basis to answer questions, provide guidance, and offer comments.

EXHIBIT B

Engineering Services

1. PROJECT DESCRIPTION

Professional Services for the development on plans and specifications for N. Mays Street Widening Project at the following locations:

- N. Mays from Paloma Drive to Steam Way (approx. 2,000 LF);
- N. Mays from Oakmont Drive to approximately 675' south of University Drive/Oakmont Intersection (approx. 1,200 LF).

Improvements shall include a 5-lane roadway section, storm drain system, water quality elements, 10' Shared Use Path (SUP) on the west side of the roadway, and 6' sidewalk on the east side.

2. SCOPE OF WORK

The Engineer shall provide the necessary engineering and technical services for the completion of Environmental Services, Public Involvement, Surveying & Mapping, Schematic Layout Development, Identification of Utility Conflicts, Coordination with Utility Companies, Preparation of PS&E, Bid Phase Services, and Construction Phase Services. The development of the project will be consistent with applicable City of Round Rock and TxDOT Specifications and Design Procedures and Guidelines.

The scope of Work for this project has been divided into the following tasks:

- **Task 1: FC 102 (110) - Route & Design Studies**
- **Task 2: FC 120 (120) - Social, Economic, Environmental Studies, & Public Involvement**
- **Task 3: FC 130 (130) – Right of Way Data & Utility Coordination**
- **Task 4: FC 145 (164) – Managing Contracted/Donated PS&E PE Services**
- **Task 5: FC 160 – Roadway Design – Microstation & Bentley**
 - **FC 150 – Field Surveying**
 - **FC 160 – Roadway Design Controls**
 - **FC 161 – Drainage**
 - **FC 162 – Signing, Pavement Markings, Signalization (Permanent)**
 - **FC 163 – Miscellaneous (Roadway)**
- **Task 6: FC 300 (351) Design Verification, Changes, & Alterations**
 - **Bidding Services**
- **Task 7: FC MicroStation 300 (351) Design Verification, Changes, & Alterations**
 - **Construction Administration Services**

2.1 Work Breakdown Structure Tasks and Description

2.1.1 Task 1: FC 102 (110) - Route & Design Studies

Task Description:

110.1 Data Collection & Field Reconnaissance:

- i. The ENGINEER shall collect, review, and incorporate as-built plans, right of way maps, City of Round Rock utility (water & wastewater) lines, dry utility data, floodplain data, & perform an existing condition aerial video (drone);

110.2 Geotechnical Borings & Report:

- i. Geotechnical investigations will be performed by Terracon, Inc. The ENGINEER shall determine the locations of the proposed soil borings that will define the existing roadway section and develop provide three (3) alternate pavement designs for the proposed roadway improvements based off the roadways functional class.
- ii. The Geotechnical Investigations will include evaluation of the existing roadway section to determine what materials can be salvaged and repurposed in the proposed improvements, if feasible.

2.1.2 Task 2: FC 120 (120) - Social, Economic, Environmental Studies, & Public Involvement

Task Description:

120.1 Environmental Clearances:

- i. The ENGINEER will prepare the required environmental documents, reports, submittals, and fees for approvals to construct the project. The documents will include the Environmental Phase I Investigations (ESA PH I) and other required environmental documents needed for clearances for construction of the project.
- ii. Terracon, Inc. will prepare the Geological Assessment for submission with the WPAP Plan to TCEQ.
- iii. The ENGINEER will prepare a WPAP Submittal Package for the Edwards Aquifer Recharge Zone and Fee to TCEQ for approval;
- iv. The ENGINEER will address any comments provided by TCEQ for the WPAP Submittal Package and provide the necessary documents to obtain the WPAP Approval for the project.
- v. The ENGINEER will apply for any required Nationwide U.S. Army Corp of Engineers Permits for the culvert crossings, including NWP 14 or Section 404 Permitting.

120.2 Public Meetings:

- i. The ENGINEER shall provide prepare two (2) project maps and environmental constraints map (24"x36") for one (1) public open house meeting.
- ii. The ENGINEER will provide technical support at the public meeting and address questions/comments that may be presented by the public.

2.1.3 Task 3: FC 130 (130) – Right of Way Data & Utility Coordination

Task Description:

130.1 ROW Map Preparation:

- i. The ENGINEERS sub consultant (Inland Geodetics) shall locate the existing ROW within the project limits and set project control (benchmarks).

- ii. The ENGINEER shall incorporate data from the City of Round Rock and other utility providers into a project ROW map. This will include existing water, wastewater, telephone, gas and other utilities that can be identified.
- iii. The ENGINEER will develop a ROW Map within the project limits that depicts the proposed project improvements and conflicts with existing utilities and ROW limits.
- iv. Inland Geodetics shall prepare up to six (6) metes & bounds with field sketches for required ROW Parcels.
- v. The ENGINEER will provide support documentation and exhibits to the City's ROW Attorneys during the ROW acquisition process.
- vi. The ENGINEER will coordinate with T2 Utility Engineers for Subsurface Utility Investigations (SUE) along the project route, including potholing to verify potential utility conflicts.

2.1.4 Task 4: FC 145 (164) – Managing Contracted/Donated PS&E PE Services

Task Description:

164.1 Project Management:

- i. The ENGINEER shall be responsible for directing and coordinating all activities associated with the project
- ii. The ENGINEER shall coordinate all sub consultants activity to include quality of and consistency of work and administration of the invoices and monthly progress reports.
- iii. The ENGINEER shall:
 - a. Prepare and submit with the monthly billing cycle written progress reports for the project;
 - b. Develop and maintain a detailed project schedule to track project progress. The schedule submittals shall be hard copy and electronic format.
 - c. Meet on a scheduled basis with the City Staff (30%, 60%, 90%, & Bid Submittal) review project progress.
 - d. Prepare and distribute meeting minutes.

2.1.5 Task 5: FC 160 – Roadway Design

Task Description:

FC 160 (150) – Field Surveying

150.1 Design Surveys:

- i. Topographic Surveys shall be performed by Inland Geodetics, LLC of Round Rock, Texas. The topographic surveys will be ROW to ROW line within the project limits, as well as areas where ROW will be acquired and at cross drainage (culvert) crossings to provide an adequate cross section required to perform a drainage report and design for the culverts.

FC 160 (160) – Roadway Design

160.1 Roadway Design:

- i. The ENGINEER will incorporate all site surveys into computer aided drafting and develop topographies and surfaces. All existing utilities will

be incorporated from data gathered. This will include topographic working drawings to prepare the schematic design.

- ii. Demo and Removal Sheets – The ENGINEER will prepare demolition and removal plan sheets for the project route. The demo and removal sheets will identify and call out elements along the project route this required to be removed to construct the roadway project, as well as, any additional items identified within the ROW and acquired ROW required to be removed as directed by City Staff.
- iii. Roadway Geometric Design. The ENGINEER will develop final roadway schematic designs with horizontal and vertical alignments based off the topographic surveys. The alignments will be in compliance with the City of Round Rock, TxDOT and AASHTO Roadway Design Criteria. The ENGINEER will review final schematic alignment with City Staff.
- iv. Typical Sections. The ENGINEER will utilize the roadway geometric design to develop existing and proposed typical roadway sections for project.
- v. Plan & Profile Sheets – Roadway. The ENGINEER will prepare plan & profile sheets for the project. The sheets shall include existing topography, utilities, control data, preliminary roadway geometry (vertical and horizontal), drainage improvements, and other related improvements.
- vi. Intersection Layouts. The ENGINEER shall design typical intersection layouts that identify all horizontal and vertical geometry along the proposed project route. This will also include obtaining project data and alignment(s) from adjacent and/or connecting design projects as may affect the development of proposed alignment.
- vii. Cross Sections for Roadway. The ENGINEER will prepare roadway cross sections at intervals not to exceed 50 feet along to the proposed roadway alignment. The cross sections shall include the proposed roadway improvements, multi-use trail facility, related drainage improvements, and utilities that are known.
- viii. Pedestrian Facility. The ENGINEER shall perform final design in order to develop plan and profile drawings for a pedestrian facility along the proposed project route. The design of the multi-use trail facility shall be in accordance with the American with Disabilities Act (ADA), Texas Department of License and Regulations (TDLR) and TxDOT design requirements for pedestrian facilities and AASHTO Guidelines for Bike Facilities.

FC 160 (161) – Drainage

161.1 Drainage Design:

- i. The ENGINEER will incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data will be utilized to develop final drainage areas, hydrology and hydraulics. This will include topographic working drawings to prepare the final drainage design.

- ii. The ENGINEER will develop storm water hydrology for the ultimate roadway section for the project area. The hydrology will be modeled utilizing HEC-HMS with City of Round Rock drainage criteria. The model will incorporate the 10%, 4%, 2% and 1% annual chance storm events. Modeling will develop storm water flows to all cross culverts and roadway conveyances utilizing the Atlas 14 Drainage Data. Based on the data developed drainage infrastructure will be designed for final design for the project area.
- iii. The ENGINEER will develop plan and profile for the proposed storm water collection systems for the project area.
- iv. The ENGINEER will develop a plan and profile design for the proposed large culvert crossing located on the North End of the Project. The culvert sheets will include plan/profile sheets, typical sections, details and call outs.
- v. The ENGINEER will finalize the requirements for water quality for the roadway section. Designs will be based on the new impervious cover that will be established with the ultimate build out of the project and current TCEQ requirements for construction within the Edwards Aquifer Recharge Zone. The ENGINEER will endeavor to combine conveyance infrastructure with water quality in an effort to minimize project costs.
- vi. The ENGINEER will provide final design of a detention/water quality pond located on the project route and shall include final design for the water quality element selected based off the WPAP Approved Design and Submittal.
- vii. The ENGINEER will determine potential utility conflicts based on final design for the project area. Coordination with utility companies will be performed by meeting with all effected utilities during the preliminary design phase.
- viii. The ENGINEER will meet with Staff to review the final drainage design, phasing for the project, utility conflicts and relocations, water quality options, etc. All comments and direction from the meeting will be incorporated in to the project.

FC 160 (162) – Signing, Pavement Markings, Signalization (Permanent)

162.1 Signing:

- i. The ENGINEER shall prepare drawings, specifications, and details for all signs. The ENGINEER shall:
 - a. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
 - b. Designate the shields to be attached to guide signs.
 - c. Illustrate and number the proposed signs on plan sheets.

162.2 Pavement Markings:

- i. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER

shall provide the following information on sign and pavement marking layouts:

- a. Roadway layout.
- b. Center line with station numbering.
- c. Existing signs to remain, to be removed, to be relocated or replaced.
- d. Proposed signs (illustrated, numbered and size).
- e. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- f. Quantities of existing pavement markings to be removed.
- g. Proposed delineators, object markers, and mailboxes.
- h. Direction of traffic flow on all roadways.

FC 160 (163) – Miscellaneous (Roadway)

163.1 General Project Sheets:

- i. The ENGINEER shall prepare the following General Project Sheets:
 - a. Title Sheet;
 - b. Index Sheets;
 - c. General Notes Sheets;
 - d. Project Layout Sheets, including ROW Delineation;
 - e. Benchmark, Monument & Survey Sheet (signed by RPLS).
 - f. Project Detail Sheets
 - 1) Roadway Details;
 - 2) Concrete Details (Curb/Gutter, Retaining Wall, Aprons, Sidewalk, etc.)
 - 3) Utility Details, if needed;
 - 4) Miscellaneous Details required for the project.

163.2 Traffic Control Plan, Detours, Sequence of Construction:

- ii. The ENGINEER shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. A detailed TCP will 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.

163.3 Stormwater Pollution Prevention Plan (SW3P):

- i. 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.
- ii. The ENGINEER will include the SW3P with the submittal for the WPAP submitted to TCEQ for approval.

163.4 Illumination Sheets:

- i. The ENGINEER shall develop conduit plan for roadway illumination sheets.
- ii. The ENGINEER shall coordinate with Meers Engineering, Inc. for the design of roadway illumination for the project in accordance with City of Round Rock and Oncor design standards.

163.5 Final Quantities:

- i. The ENGINEER shall calculate and provide summaries of quantities with 60%, 90%, and final submittals.

163.6 Opinion of Probable Construction Cost (OPC):

- i. The ENGINEER shall prepare an OPC for each submittal (30%, 60%, 90%, and Final Submittal).

163.7 Specifications and General Notes:

- i. The ENGINEER shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The ENGINEER shall prepare General Notes from the City's Master List of General Notes, Special Specifications and Special Provisions, as well as TxDOT Standards and Specifications, for inclusion in the plans and bidding documents. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format.

163.8 QA/QC Plan Review:

- i. The ENGINEER shall perform constructability reviews at major project design milestones (e.g. 30%, 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 elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, and Standards.

163.9 Project Bid Form & Contract Documents Book Preparation:

- i. The ENGINEER will prepare a project bid schedule. The ENGINEER will perform a quantity take off for the project and will prepare and opinion of probable construction cost based off the 100% plan sets (bidding sets).
- ii. The ENGINEER will prepare Contract Documents and Technical Specification books and 100% Plan Sets and deliver to the City.
- iii. The ENGINEER will prepare a proposed project construction schedule and submit to the City for review.

2.1.6 Task 6: FC 300 (351) Design Verification, Changes, & Alterations

Task Description:

FC 351 – Bidding Services

351.1 Bidding Services:

- i. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible. The ENGINEER will upload the bidding documents and support information to CIVCAST.
- ii. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda.
- iii. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda.
- iv. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them.
- v. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Round Rock.

2.1.7 Task 7: FC 300 (351) Design Verification, Changes, & Alterations

Task Description:

FC 351 – Construction Administration Services

351.1 CA Services:

- i. The ENGINEER will provide five (5) half size copies of the released for construction (RFC) plans to the City.
- ii. The ENGINEER will be present to address questions at the Pre-Construction Conference. Minutes from the conference will be taken and distributed.
- iii. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Round Rock and the contractor.
- iv. The ENGINEER will attend regularly scheduled construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings. Minutes will then be developed and distributed to the City of Round Rock Staff and the contractor.
- v. The ENGINEER will make site visits to the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor or City may have. The City of Round Rock will provide daily on-site representation for the project.
- vi. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well.
- vii. The ENGINEER will develop final record drawings for the City of Round Rock Staff. The record drawings will be developed based off approved field changes, revised drawings provided during construction,

City Inspector notes of changes, and Contractor notes of changes. The record drawings will be presented in electronic (CAD) and pdf format and provided via thumb drive or DVD. A full 11"x17" hard copy can also be made available upon request.

3. KEY PERSONNEL

A summary of the proposed engineering team including names and titles are presented in table B-1.

TABLE B-1
SUMMARY OF PROPOSED ENGINEERING TEAM PERSONNEL

NAME	TITLE
Trae Sutton, P.E., CFM	Partner, Project Manager
Michael Newman, P.E., CFM	Design Engineer
Addison Skrla, P.E.	Design Engineer
Landon Kasberg, EIT	Graduate Engineer
Bruce Richardson	Senior CADD Technician
Kevin Villalba	CADD Technician

EXHIBIT C

Work Schedule

The schedule below provides approximate durations associated with the anticipated milestones (based on a Notice to Proceed on or before October 1, 2020):

N. Mays Street Widening Project									
	2020			2021				2022	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun-Dec
Task 1: FC 102 (110) - Route & Design Studies									
110.1 Data Collection & Field Recon.									
110.2 Geotechnical Report									
Task 2: FC 120 - Environ. Studies & Public Mtg									
120.1 Environmental Clearances									
120.2 Public Meeting									
Task 3: FC 130 - ROW Data									
130.1 ROW Map Preparation									
Task 4: FC 145 (164) Project Management									
164.1 Project Management									
Task 5: FC 160 - Roadway Design									
150.1 Field Survey									
160.1 Roadway Design									
a. 30% Submittal									
b. 60% Submittal									
c. 90% Submittal									
d. Bid Set Submittal									
Bid Form & Contract Document Preparation									
Task 6: FC 300 (351) Bidding									
Pre-Bid Conference									
Bid Award									
Task 7: FC 300 (351) Construction Administration									
Construction Administration									
Final Walk Through									
Record Drawings									

Exhibit D

Fee Schedule

Project Name: _____

N. Mays Street Widening Project

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: FC 102 (110) - Route & Design Studies	79	\$8,815.00	\$90.00	\$14,800.00	\$23,705.00
Task 2: FC 120 : Social/Econ/Environ Studies/Public Inv.	167	\$16,245.00	\$225.00	\$19,300.00	\$35,770.00
Task 3: FC 130 (130) – Right of Way Data & Utility Coord.	220	\$25,615.00	\$115.00	\$74,000.00	\$99,730.00
Task 4: FC 145 (164) – Managing Contracted/Donated PE Services	404	\$52,575.00	\$185.00	\$0.00	\$52,760.00
Task 5: FC 160 – Roadway Design	2,309	\$250,880.00	\$760.00	\$38,385.00	\$290,025.00
Task 6: FC 300 (351) Bidding Services	76	\$9,440.00	\$325.00	\$0.00	\$9,765.00
Task 7: FC 300 (351) Construction Admin Services	515	\$64,010.00	\$400.00	\$0.00	\$64,410.00
GRAND TOTAL:	3,770	\$427,580.00	\$2,100.00	\$146,485.00	\$576,165.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock

N. Mays Street Widening Project

N. Mays Street Widening Project											
KPA Engineers											
TASK DESCRIPTION		Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
Task 1 - FC 102 Route & Design Studies											
a. Collect Data		2	8	12	12	8	12	0	0	54	\$6,140.00
Collect and Review Data		1	4	6	6	4	8			29	\$3,220.00
Field Reconnaissance		1	4	6	6	4	4			25	\$2,920.00
Process Data and Prepare Deliverables			1	2	4	4	6			17	\$1,640.00
b. Prepare Survey Control Sheets			1	1	1	1	2			6	\$635.00
HOURS SUB-TOTALS		4	10	15	17	13	20	0	0	79	\$8,815.00
CONTRACT RATE PER HOUR		\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00		
TOTAL LABOR COSTS		\$800.00	\$1,600.00	\$2,025.00	\$1,785.00	\$1,105.00	\$1,500.00	\$0.00	\$0.00	\$8,815.00	
% DISTRIBUTION OF STAFFING HOURS		5.06%	12.66%	18.99%	21.52%	16.46%	25.32%	0.00%	0.00%		
% DISTRIBUTION OF STAFFING COSTS		9.08%	18.15%	22.97%	20.25%	12.54%	17.02%	0.00%	0.00%		
Subtotal Task 1											\$8,815.00
Task 2 - FC 120: Social/Econ/Environ Studies/Public Involvement		Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
a. Geologic Assessment (GA) and Karst Survey			2		2			4		8	\$870.00
b. Cultural Resources Coordination			1	0	0	0	2	8	0	11	\$990.00
c. Phase I Environmental Site Assessment (ESA PH I)			1		1	2	12	24		40	\$3,375.00
d. Corp Permits (NW14 & 404)		1	2	2	8	4	12	32		61	\$5,590.00
e. Public Meetings		3	8	8	10	6	6	4	2	47	\$5,420.00
Preparation of property owner mailing list								2	2	4	\$280.00
Development of notices and exhibits			2	2	4	6	6	1		21	\$2,055.00
Coordination and logistics		1	2	2	2			1		8	\$1,085.00
Facilitation of meeting		2	2	2	2					8	\$1,200.00
Summary of meeting			2	2	2					6	\$800.00
HOURS SUB-TOTALS		4	14	10	21	12	32	72	2	167	\$16,245.00
CONTRACT RATE PER HOUR		\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00		
TOTAL LABOR COSTS		\$800.00	\$2,240.00	\$1,350.00	\$2,205.00	\$1,020.00	\$2,400.00	\$6,120.00	\$110.00	\$16,245.00	
% DISTRIBUTION OF STAFFING HOURS		2.4%	8.4%	6.0%	12.6%	7.2%	19.2%	43.1%	1.2%		
% DISTRIBUTION OF STAFFING COSTS		4.9%	13.8%	8.3%	13.6%	6.3%	14.8%	37.7%	0.7%		
Subtotal Task 2											\$16,245.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock

N. Mays Street Widening Project

N. Mays Street Widening Project											
KPA Engineers											
TASK DESCRIPTION		Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
Task 3 - RC 130 ROW Data & Utility Coordination											
a. Property Owner Map		0	1	1	2	2	3	0	0	9	\$900.00
b. Assist ROW Agent		2	8	8	0	4	6	0	0	28	\$3,550.00
Prepare for Property Owner Meetings (up to 2)		1	4	4						9	\$1,380.00
Prepare Exhibits for Property Owner Meetings (up to 2)		1	4	4		4	6			19	\$2,170.00
c. Prepare ROW Documents (up to 6 parcels)		3	6	6	12	12	24	0	0	63	\$6,450.00
Prepare Property Schematic		1	2	2	4	4	8			21	\$2,150.00
Prepare ROW Plan Set		1	2	2	4	4	8			21	\$2,150.00
Prepare ROW Acquisition Deliverables		1	2	2	4	4	8			21	\$2,150.00
d. Utility Coordination		0	7	9	12	0	0	0	0	28	\$3,595.00
Compile Utility Contact List			1	1	2					4	\$505.00
Initial Project Notification Letter			2	2	2					6	\$800.00
Communications with Utilities - Duration of Project			4	6	8					18	\$2,290.00
e. Develop Utility Conflict Map		3	10	12	20	10	10	0	0	65	\$7,520.00
As-Builts/Record Research			2	4	6	6	4			22	\$2,300.00
Create Existing Utility Layout				4	8	4	6			26	\$2,810.00
Create 30% Conflict Matrix and Utility Conflict Map (Based upon 30% Design Submittal)		1	2	2	2					7	\$1,000.00
Create 60% Conflict Matrix and Utility Conflict Map (Based upon 30% Design Submittal)		1	1	1	2					5	\$705.00
Create 95% Conflict Matrix and Utility Conflict Map (Based upon 95% Design Submittal)		1	1	1	2					5	\$705.00
f. Attend Utility Conflict Meetings		0	9	9	9	0	0	0	0	27	\$3,600.00
30% Utility Coordination Meeting			2	2	2					6	\$800.00
Review and Evaluate Utility Relocation Plans			1	1	1					3	\$400.00
60% Utility Coordination Meeting			2	2	2					6	\$800.00
Review and Evaluate Utility Relocation Plans			1	1	1					3	\$400.00
95% Utility Coordination Meeting			2	2	2					6	\$800.00
Review and Evaluate Utility Relocation Plans			1	1	1					3	\$400.00
HOURS SUB-TOTALS		8	41	45	55	28	43	0	0	220	\$25,615.00
CONTRACT RATE PER HOUR		\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00		
TOTAL LABOR COSTS		\$1,600.00	\$6,560.00	\$6,075.00	\$5,775.00	\$2,380.00	\$3,225.00	\$0.00	\$0.00	\$25,615.00	
% DISTRIBUTION OF STAFFING HOURS		3.64%	18.64%	20.45%	25.00%	12.73%	19.55%	0.00%	0.00%		
% DISTRIBUTION OF STAFFING COSTS		6.25%	25.61%	23.72%	22.55%	9.29%	12.59%	0.00%	0.00%		
Subtotal Task 3										\$25,615.00	\$25,615.00
TASK DESCRIPTION		Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
Task 4 - FC 145 (164) Project Management/Coordination											
a. Project Set Up		4	8	8	4	0	0	0	0	24	\$3,580.00
Execute Subconsultant Agreements		2	4	4	2					12	\$1,790.00
Establish Project Controls		2	4	4	2					12	\$1,790.00
b. Kickoff Meeting		2	9	9	13	8	4	0	0	45	\$5,400.00
Prepare for Kickoff Meeting		1	4	4	6	8	4			27	\$2,990.00
Conduct Kickoff Meeting		1	3	3	3					10	\$1,400.00
Prepare Minutes for Kickoff Meeting			2	2	4					8	\$1,010.00
c. Submittal Meetings		6	14	16	20	8	8	0	0	72	\$8,980.00
Draft Schematic										0	\$0.00
Meeting prep		2	6	8	12	8	8			44	\$4,980.00
30% PS&E		1	2	2	2					7	\$1,000.00
60% PS&E		1	2	2	2					7	\$1,000.00
90% PS&E		1	2	2	2					7	\$1,000.00
100% PS&E		1	2	2	2					7	\$1,000.00
d. Contract Management		23	44	48	64	18	24	0	0	221	\$28,170.00
Design Schedule (monthly)		1	4	4	8					17	\$2,220.00
Invoices (monthly)		1	4							5	\$840.00
Progress Reports (monthly)		1	4	8	4					17	\$2,340.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock
N. Mays Street Widening Project

N. Mays Street Widening Project		Lump Sum								
KPA Engineers		1	4	4	8				17	\$2,220.00
Project Records		18	24	28	42	18	24		154	\$18,960.00
Subconsultant Coordination		1	4	4	2				11	\$1,590.00
City of Round Rock Coordination										
f. Design Criteria		2	4	4	4				14	\$2,000.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock

N. Mays Street Widening Project

N. Mays Street Widening Project											
KPA Engineers											
g.. QAQC		6	11	11	0	0	0	0	28	\$4,445.00	
Draft Schematic		1	1	1					3	\$495.00	
Final Schematic		1	2	2					5	\$790.00	
30% PS&E		1	2	2					5	\$790.00	
60% PS&E		1	2	2					5	\$790.00	
90% PS&E		1	2	2					5	\$790.00	
100% PS&E		1	2	2					5	\$790.00	
HOURS SUB-TOTALS		43	90	96	105	34	36	0	404	\$52,575.00	
CONTRACT RATE PER HOUR		\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00		
TOTAL LABOR COSTS		\$8,600.00	\$14,400.00	\$12,960.00	\$11,025.00	\$2,890.00	\$2,700.00	\$0.00	\$0.00	\$52,575.00	
% DISTRIBUTION OF STAFFING HOURS		10.64%	22.28%	23.76%	25.99%	8.42%	8.91%	0.00%	0.00%		
% DISTRIBUTION OF STAFFING COSTS		16.36%	27.39%	24.65%	20.97%	5.50%	5.14%	0.00%	0.00%		
Subtotal Task 4										\$52,575.00	\$52,575.00

TASK DESCRIPTION	Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
Task 5 - FC 160 Roadway Design										
Roadway Design	52	97	172	243	251	306	0	0	1121	\$118,940.00
a. Roadway Geometric Design	10	20	44	54	36	22	0	0	186	\$21,520.00
N. Mays South (up to 3)	2	6	14	18	10	8			58	\$6,590.00
N. Mays North (up to 3)	2	6	14	18	10	6			56	\$6,440.00
Refine Schematic	2	4	10	10	8	4			38	\$4,420.00
Meet with CORR to Select Alternatives	2	2	2	2					8	\$1,200.00
Minor Updates to both Schematics	2	2	4	6	8	4			26	\$0.00
b. Typical Sections	4	4	6	6	14	8	0	0	42	\$4,670.00
Existing Typical Sections	2	2	2	2	6	4			18	\$2,010.00
Proposed Typical Sections	2	2	4	4	8	4			24	\$2,660.00
c. Plan & Profile Sheets	18	24	36	60	60	84			282	\$30,000.00
d. Intersection Layouts	8	14	20	36	36	48	0	0	162	\$16,980.00
N. Mays South	4	8	8	18	18	24			80	\$8,380.00
N. Mays North	4	6	12	18	18	24			82	\$8,600.00
									0	\$0.00
e. Cross Sections	2	12	28	38	54	62	0	0	196	\$19,330.00
Develop and Maintain 3D Model			2	2	12	18			34	\$2,850.00
Prepare 50-foot Cross Sections	1	8	18	24	24	32			107	\$10,870.00
Develop Earthwork Analysis	1	4	8	12	18	12			55	\$5,610.00
f. Bicycle and Pedestrian Facilities (50 scale, assume 8 sheets)	6	10	14	18	18	32			98	\$10,510.00
h. Incidental Sheets	0	5	8	9	3	8	0	0	33	\$3,680.00
Title Sheet	1	2	2	1					6	\$725.00
Index Sheet	1	2	2			2			7	\$790.00
General Notes	1	1	2			1			5	\$580.00
Project Layout	1	2	2	2	2	4			11	\$1,110.00
Horizontal Alignment Data (Benchmark/Monumnet/Survey Data)	1	1	1			1			4	\$475.00
i. Driveway Details	2	4	8	12	18	24			68	\$6,710.00
f. Removal & Demo Sheets (50 scale, assume 4 double-banked sheets)	2	4	8	10	12	18			54	\$5,540.00
Drainage Design	18	58	114	188	100	150	0	0	628	\$67,760.00
a. Hydrologic Analysis	2	8	8	24	0	0	0	0	42	\$5,280.00
Drainage Area Sheets	1	2	2	6	6	8			25	\$2,530.00
Hydrologic Modeling (HEC-HMS)	1	2	8	12	4	4			31	\$3,500.00
b. Hydraulic Analysis	2	8	14	20	2	4	0	0	50	\$6,140.00
Hydraulic Calculations	1	4	6	8					19	\$2,490.00
Hydraulic Data Sheets	1	4	8	12	2	4			31	\$3,650.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock
N. Mays Street Widening Project

N. Mays Street Widening Project		1	8	18	24	12	24			87	\$9,250.00
KPA Engineers											
c. Culvert Layout Sheets		1									
d. Storm Conveyance Plan & Profile Sheets (100 scale)		4	12	24	42	36	54			172	\$17,480.00
f. Water Quality Design		3	10	28	42	32	44	0	0	159	\$16,410.00
Water Quality Analysis & Calculations		1	2	8	12					23	\$2,860.00
Water Quality Elements Evaluation		1	4	8	12	8	12			45	\$4,760.00
Water Quality Element Design		1	4	12	18	24	32			91	\$8,790.00
g. WPAP		4	8	12	18	8	12			62	\$7,170.00
Incidentals Design		31	77	116	128	96	112	0	0	560	\$64,180.00
a. Temporary Erosion Control		0	4	4	4	6	6	0	0	24	\$2,560.00
Erosion Control Plan Layout			2	2	2	4	4			14	\$1,440.00
Erosion Control Details			2	2	2	2	2			10	\$1,120.00
b. Signing and Pavement Marking		4	9	12	14	16	18	0	0	73	\$8,040.00
Prepare Signing and Pavement Marking Layouts (50 scale, double banked, assume 4 sheets)		1	4	4	4	8	8			29	\$3,080.00
Prepare Signing and Pavement Marking Intersection Layouts (50 scale, assume 2 sheets)		1	2	4	6	4	4			21	\$2,330.00
Prepare Sign Details		1	2	2	2	4	4			15	\$1,640.00
Prepare Small Sign Summary Sheet		1	1	2	2		2			8	\$990.00
c. Traffic Control		10	16	34	22	36	32	0	0	150	\$16,920.00
Prepare TCP Typical Sections (assume 3 Phases)		2	4	8	4	8	8			34	\$3,820.00
Prepare TCP Phasing Layouts (assume 3 Phases, double banked, 4 sheets per Phase)		2	4	8	8	12	8			42	\$4,580.00
Prepare Intersection Staging Layouts (50 scale, assume 2 Phases each intersection)		2	4	8	4	8	8			34	\$3,820.00
Prepare Detour Layouts (assume 1 per intersection)		2	2	8	4	6	8			30	\$3,330.00
Prepare Estimate of Construction Duration		2	2	2	2	2				10	\$1,370.00
d. Illumination Sheets		0	4	6	10	8	12	0	0	40	\$4,080.00
Existing Layout Sheet			2	2	4	4	6			18	\$1,800.00
Proposed Layout Sheet			2	4	6	4	6			22	\$2,280.00
e. Construction Details		9	19	28	34	30	44	0	0	164	\$18,040.00
Prepare Roadway Custom Details		1	4	4	6	4	4			23	\$2,650.00
Prepare Roadway Standard Details		1	6	8	8	4	4			31	\$3,720.00
Prepare Drainage Custom Details		1	2	4	6	4	8			25	\$2,630.00
Prepare Drainage Standard Details		1	1	2	2	2	4			12	\$1,310.00
Prepare Water Quality Custom Details		1	2	2	4	4	8			21	\$2,150.00
Prepare Water Quality Standard Details		1	1	2	2	2	4			12	\$1,310.00
Prepare SW3P Standard Details		1	1	2	2	2	4			12	\$1,310.00
Prepare Signing and Pavement Marking Standard Details		1	1	2	2	4	4			14	\$1,480.00
Prepare TCP Standard Details		1	1	2	2	4	4			14	\$1,480.00
Prepare Signal Standard Details										0	\$0.00
Prepare Illumination Standard Details										0	\$0.00
f. Technical Specifications		8	8	12	18					46	\$6,390.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock

N. Mays Street Widening Project

N. Mays Street Widening Project									
KPA Engineers									
g. Bid Schedule and Quantities	0	15	18	22	0	0	0	0	55
Prepare Bid Schedule		4	4	6					14
Prepare Roadway Quantity Summary Sheet		4	4	4					12
Prepare Drainage, Water Quality, and SW3P Quantity Summary Sheet		4	4	6					14
Prepare Signing and Pavement Marking Quantity Summary Sheet		1	2	2					5
Prepare TCP Quantity Summary Sheet		2	4	4					10
Prepare Signal and Illumination Quantity Summary Sheet									0
h. Contract Documents		2	2	4					8
									\$1,010.00
HOURS SUB-TOTALS	101	232	402	559	447	568	0	0	2309
CONTRACT RATE PER HOUR	\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00	
TOTAL LABOR COSTS	\$20,200.00	\$37,120.00	\$54,270.00	\$58,695.00	\$37,995.00	\$42,600.00	\$0.00	\$0.00	\$250,880.00
% DISTRIBUTION OF STAFFING HOURS	4.37%	10.05%	17.41%	24.21%	19.36%	24.60%	0.00%	0.00%	
% DISTRIBUTION OF STAFFING COSTS	8.05%	14.80%	21.63%	23.40%	15.14%	16.98%	0.00%	0.00%	
Subtotal Task 5									\$250,880.00
									\$250,880.00

TASK DESCRIPTION	Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
Task 6 - 300 Bidding Services										
a. Invitation to Bid									0	\$0.00
b. Manage Bid Documents									0	\$0.00
c. Pre-Bid Conference	8	8	12	16	8	12	0	0	64	\$7,760.00
Prepare for Conference	2	2	4	4	4	4			20	\$2,320.00
Attend Conference	2	2	2	2					8	\$1,200.00
Prepare Minutes for Conference	1	1	2	4					8	\$1,050.00
Prepare Addenda	3	3	4	6	4	8			28	\$3,190.00
d. Respond to Questions	2	2	4	4					12	\$1,680.00
e. Bid Letting									0	\$0.00
f. Research Qualifications									0	\$0.00
HOURS SUB-TOTALS	10	10	16	20	8	12	0	0	76	\$9,440.00
CONTRACT RATE PER HOUR	\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00		
TOTAL LABOR COSTS	\$2,000.00	\$1,600.00	\$2,160.00	\$2,100.00	\$680.00	\$900.00	\$0.00	\$0.00	\$9,440.00	
% DISTRIBUTION OF STAFFING HOURS	13.16%	13.16%	21.05%	26.32%	10.53%	15.79%	0.00%	0.00%		
% DISTRIBUTION OF STAFFING COSTS	21.19%	16.95%	22.88%	22.25%	7.20%	9.53%	0.00%	0.00%		
Subtotal Task 6									\$9,440.00	\$9,440.00

EXHIBIT D - Hourly Breakdown

Lump Sum

City of Round Rock
N. Mays Street Widening Project

N. Mays Street Widening Project										
KPA Engineers										
TASK DESCRIPTION	Principal	Project Manager	Project Engineer	Graduate Engineer (EIT)	Senior Eng Tech (CAD)	Eng Tech (CAD)	Environmental Scientist	Clerical	TOTAL LABOR HOURS	TOTAL LABOR COSTS
Task 7 - FC 300 Construction Administration										
a. Contract Documents	2	2	2	2			2	2	12	\$1,480.00
b. Construction Plan Sets	2	2	2	4	6	8	2	2	28	\$2,800.00
c. Pre-Construction Conference	6	8	12	14	12	6	0	0	58	\$7,040.00
Prepare for Pre Construction Conf	2	4	8	8	8	6			36	\$4,090.00
Attend Conference	2	2	2	2					8	\$1,200.00
Prepare Minutes for Conference	2	2	2	4	4				14	\$1,750.00
d. Submittal Review	5	6	10	24	0	0	0	0	45	\$5,830.00
Review Shop Drawings	4	4	8	24					40	\$5,040.00
Review Material Samples	1	2	2						5	\$790.00
e. Construction Progress Meetings	14	28	34	48	0	0	0	0	124	\$16,910.00
Prepare for Construction Meetings	4	6	12	18					40	\$5,270.00
Attend Construction Meetings (Bi-Weekly)	8	18	18	18					62	\$8,800.00
Prepare Minutes for Construction Meetings	2	4	4	12					22	\$2,840.00
f. Project Site Visits (monthly)	8	12	12	12	4	4			52	\$7,040.00
Address RFIS	8	18	24	30	18	32			130	\$14,800.00
h. Final Walk Through	6	6	10	14	0	0	0	0	36	\$4,980.00
Final Walk Through	4	4	4	4					16	\$2,400.00
Prepare Punch List	2	2	6	10					20	\$2,580.00
i. Record Drawings	2	2	4	6	4	12			30	\$3,130.00
HOURS SUB-TOTALS	53	84	110	154	44	62	4	4	515	\$64,010.00
CONTRACT RATE PER HOUR	\$200.00	\$160.00	\$135.00	\$105.00	\$85.00	\$75.00	\$85.00	\$55.00		
TOTAL LABOR COSTS	\$10,600.00	\$13,440.00	\$14,850.00	\$16,170.00	\$3,740.00	\$4,650.00	\$340.00	\$220.00	\$64,010.00	
% DISTRIBUTION OF STAFFING HOURS	10.3%	16.3%	21.4%	29.9%	8.5%	12.0%	0.8%	0.8%		
% DISTRIBUTION OF STAFFING COSTS	16.6%	21.0%	23.2%	25.3%	5.8%	7.3%	0.5%	0.3%		
Section Task 7										

DESCRIPTION					TOTAL MH BY Section	TOTAL COSTS BY Section
LABOR						
Task 1 - FC 102 Route & Design Studies						
Task 2 - FC 120: Social/Econ/Environ Studies/Public Involvement						
Task 3 - RC 130 ROW Data & Utility Coordination						
Task 4 - FC 145 (164) Project Management/Coordination						
Task 5 - FC 160 Roadway Design						
Task 6 - 300 Bidding Services						
Task 7 - FC 300 Construction Administration						
SUBTOTAL LABOR EXPENSES						
					3,770	\$427,580.00

SUMMARY	
TOTAL LABOR COSTS FOR PRIME ONLY	\$427,580.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$2,100.00
SUBCONTRACTS (includes labor costs & direct expenses)	\$146,485.00
GRAND TOTAL	\$576,165.00

Subconsultants costs		
Part	Sub	Amount
Survey	Inland	\$ 64,608.00
SUE	T2	\$ 41,000.00
Electric	Meers	\$ 12,500.00
Geotech	Terracon	\$ 20,377.00
GA	Terracon	\$ 3,500.00
ARC	TBT	\$ 4,500.00
Total		\$ 146,485.00

CITY OF ROUND ROCK
N MAYS EXT TOPO/ROW
INLAND GEODETICS, LLC

Cost Variables:

GPS Receivers

Vehicle

VCH

Reimbursable Services Include:

Reimburseable Fees Include:

SUPPLIES

\$230.00

\$0.00

\$0.00

~~\$6.00~~

Total:

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by KPA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at North Mays Street between Steam Way and FM 1431 in Round Rock, Texas.
Existing Improvements	Existing North Mays Street
Current Ground Cover	Hot Mix Asphalt pavement.
Existing Topography	Unknown at this time. (Please provide a topographic survey, if available)
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of either a relatively thin layer of high plasticity clay soils overlying the Georgetown limestone or a relatively thick layer of high plasticity clay soils overlying the Georgetown limestone.

Planned Construction

Item	Description
Proposed Structure	The project includes the reconstruction of North Mays Street in two separate locations. The first location is between Steam Way and Paloma Drive (approximately 2,000 linear feet). The second location is along Oakmont Drive which will be converted into North Mays Street (approximately 1,500 linear feet; will be converted after the completion of North Mays Street to the south which will connect the two segments).
Pavement Construction	Hot Mix Asphalt.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth (feet) ¹
North Mays Street	9	10
TOTAL	9	Maximum Footage of 90 feet

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/- 10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or Google Earth.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four to five samples will be obtained in the upper 10 feet of each boring (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard test method for standard penetration test (SPT) and split-barrel sampling of soils (ASTM D1586/D1586M-18). Bedrock is sampled with either split-barrel-sampling spoons or continuously cored using NX wireline rock coring equipment. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings and/or bentonite upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the

borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas 811 (aka One-Call). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Traffic Control: Terracon will subcontract with a firm to provide traffic control as needed for this project. We anticipate that traffic control will be required for all nine boring locations. The exact needs of traffic control will be assessed prior to drill rig mobilization.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength
- Chemical Analyses – Sulfates

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This

allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above **do not** include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$16,377
Traffic Control (assuming 2 days of traffic control at \$2,000 per day)	\$4,000

Our Scope of Services does not include services associated drilling outside normal business hours (07:00 AM through 06:00 PM on weekdays), site clearing, wet ground conditions, the use of ATV or track-mounted drilling equipment, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Total Duration from Notice to Proceed ^{1, 2, 3}
Project Planning	3 days
Site Characterization	4 to 5 weeks
Geotechnical Engineering	7 to 8 weeks

GeoReport® Delivery	Total Duration from Notice to Proceed <small>1, 2, 3</small>
<ol style="list-style-type: none">1. Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport® website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.2. We will maintain a current calendar of activities within our GeoReport® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.3. The need to obtain traffic control and possibly a street cut permit adds an additional 2 to 3 weeks to the project schedule as reflected above.	

July 23, 2020

Trae Sutton, P.E., CFM

Project Manager
Kasberg, Patrick & Associates, LP
800 South Austin Avenue
Georgetown, Texas 78626
Phone: (512) 819-9478
tsutton@kpaengineers.com

T2 UES, Inc.
2590 Oakmont Drive
Suite 410
Round Rock, TX 78665
USA
Phone 512.459.6300
Fax 512.520.2571
Email info@t2ue.com
www.T2UE.com

RE: N. Mays Street Extension, Round Rock, TX - Utility Investigation
T2 Utility Engineers, Inc. Proposal No. 21TX002

Dear Mr. Sutton:

Thank you for the opportunity to offer a budget estimate of the cost to perform an ASCE/CI 38-02 compliant Subsurface Utility Investigation for the subject project.

Based upon your 07/20/20 conversation with T2 Project Manager, Chris Childree, I understand the scope of the KPA project to be the design of roadway improvements for the extension and widening of N. Mays St. on existing alignment and within the current right of way footprint. The limits of the roadway project are defined in 2 segments; the first, approximately 2,060 LF along N. Mays St. from Steam Ave. to Paloma Dr. and the second beginning at the intersection of the new location extension of N. Mays St. and Oakmont Dr., continuing north along Oakmont Dr. for approximately 1,460 LF for a total project length of approximately 3,520 LF.

Our estimate is to perform a comprehensive Subsurface Utility Investigation to detect and designate the horizontal alignment of existing utilities within the project limits and depict the results on plans sealed by a Texas Registered Professional Engineer. We estimate a fee of \$35,000.00 to conduct the utility investigation and provide a plan set with designated utility segments and features depicted at the achieved Quality Level derived from use of surface geophysical methods and equipment. If determined necessary by the client, the utility investigation can be expanded with the excavation of Test Holes to determine the vertical alignment and elevations of existing utilities at critical locations in conflict with proposed roadway design features. The excavation of Test Holes and depiction of the information on the plan deliverables can be amended to the estimate at a cost of \$1000 per Test Hole location. We respectfully request your comments or questions and look forward to the opportunity to provide a more detailed proposal. Thank you for considering T2 Utility Engineers for the quality and service you can trust.

Sincerely,



John P. Campbell, PE, SR/WA
Texas Branch Manager
Phone: (512) 364-2998
Email: john.campbell@t2ue.com



EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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

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

PRODUCER	Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT		
		NAME:	Brian R Hadar	
INSURED	PHONE (A/C, No, Ext):	(214) 503-1212	FAX (A/C, No):	(214) 503-8899
Kasberg, Patrick & Associates, LP 19 N Main St. Temple TX 76501	E-MAIL ADDRESS:	certificatedallas@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: Berkshire Hathaway Specialty Ins Co	22276		
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 56232086

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$							
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$							
							MED EXP (Any one person)	\$							
							PERSONAL & ADV INJURY	\$							
							GENERAL AGGREGATE	\$							
							PRODUCTS - COMP/OP AGG	\$							
	GEN'L AGGREGATE LIMIT APPLIES PER:						OTHER:	\$							
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident)	\$							
							BODILY INJURY (Per person)	\$							
							BODILY INJURY (Per accident)	\$							
							PROPERTY DAMAGE (Per accident)	\$							
								\$							
	AUTOMOBILE LIABILITY						UMBRELLA LIAB	\$							
	ANY AUTO						OCCUR	EACH OCCURRENCE	\$						
	OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	AGGREGATE	\$						
	Hired AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY		\$						
									\$						
									\$						
	EXCESS LIAB						DED <input type="checkbox"/> RETENTION \$	\$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY											Y / N	PER STATUTE	OTHE- R	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)												E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below												E.L. DISEASE - EA EMPLOYEE	\$	
													E.L. DISEASE - POLICY LIMIT	\$	
														\$	
A	Professional Liability		✓	47-EPP-311307-01	7/1/2020	7/1/2021						Per Claim	\$2,000,000		
							Annual Aggregate	\$4,000,000							

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock
City Manager
221 E. Main Street
Round Rock TX 78664

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

AUTHORIZED REPRESENTATIVE

Brian Hadar

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