EXHIBIT
"A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: **AGUIRRE & FIELDS, LP** **("Engineer")**
ADDRESS: **12708 Riata Vista Circle, Suite A-109, Austin, TX 78727**
PROJECT: **Logan Street Connection**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2018 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 Four Hundred Forty-Six Thousand Four Hundred and 37/100 Dollars ($446,400.37) 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:

Gerald Pohlmeyer
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-5589
Fax Number (512) 218-5536
Email Address gpohlmeyer@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:

John Mutchler, PE
Project Manager
12708 Riata Vista Circle, Suite A-109
Austin, TX 78727
Telephone Number (512) 609-1512
Fax Number (512) 610-8903
Email Address John.mutchler@aguirre-fields.com

ARTICLE 9
PROGRESS EVALUATION

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

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

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

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

(2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10
SUSPENSION

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

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

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

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16
SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

(1) By mutual agreement and consent, in writing, of both parties.

(2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

(3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

(4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

(5) By satisfactory completion of all Engineering Services and obligations described herein.

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

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

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the 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.

ARTICLE 22
INDEMNIFICATION

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

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reimbursement of reasonable attorney's fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

John Mutchler, PE
Project Manager
12708 Riata Vista Circle, Suite A-109
Austin, TX 78727

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

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

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

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

AGUIRRE & FIELDS, LP

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

(1) Exhibit A City Services

(2) Exhibit B Engineering Services

(3) Exhibit C Work Schedule

(4) Exhibit D Fee Schedule

(5) Exhibit E Certificates of Insurance

EXHIBIT A

City Services

The City of Round Rock will provide the following items/information for the Engineer under this agreement:

1) Route and Design Studies (FC 110)

i) Provide preferred design concept to be used in detailed design.
ii) Provide as-built plans for utilities and public facilities within and adjacent to the project limits.

2) Right-of-Way Data (FC 130)

i) Provide dedicated Rights-of-Way (ROW) parcel sketches, plats and field notes.
ii) Assist with Rights-of-Entry (ROE) for all adjacent properties if initial request is denied.
iii) Conduct all ROW appraisals and acquisitions. None anticipated at this time.
iv) Coordination for any temporary construction easements.
v) Coordination for any drainage easements.
vi) Coordination with utility adjustments and proposed relocation plans.

3) Field Surveying (FC 150)

i) Provide survey control points such as horizontal control points, benchmark elevations and descriptions for vertical control.

4) Roadway Design Controls (FC 160)

i) Provide Plans, Specifications and Estimate (PS&E) package checklists for use by the Engineer.
ii) Provide Traffic Impact Analysis (if applicable).
iii) Provide review/approval of pavement design.
iv) Provide current versions of City Specifications, Standards and General Notes.
v) Provide copies of preferred City Details to be included in the plans.
vi) Provide approval of geometric layout prior to the commencement of design.

5) Drainage (FC 161)

i) Provide record drawings for the Dry Branch Tributary 1 channel improvements.

6) Miscellaneous (FC 163)

i) Provide example Estimates and hard copy documentation for the Engineer's use in preparing the Estimate, General Notes and Specifications.
ii) Provide direction for the creation of Design Cross Sections

7) Wastewater Design (FC 163)

i) Provide the Engineer with timely reviews and decisions to enable the Engineer to maintain the project schedule.
ii) City Utility Engineer to provide As-Built plans and calculations as needed for Wastewater Design (if available).

8) Project Management and Administration (FC 164)

i) Provide timeline/schedule confirmation for milestone submittals.
ii) Provide the Engineer with timely reviews and decisions to enable the Engineer to maintain the project schedule.

iii) Provide agreements with utility and property owners for all necessary off-site improvements.
iv) Meet with the Engineer on an as-needed basis.
v) Provide payment of all associated application and review fees required for jurisdictional approval of the project.
vi) Provide authorized City staff signature for any required TCEQ application and/or other jurisdictional application submittal required in support of the project. (if available).

EXHIBIT B

Engineering Services

This contract consists of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related supporting documents for the construction of Logan Street in Round Rock, TX on new location. The project limits will begin at Greenlawn Boulevard and end at A.W. Grimes Boulevard with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. Logan Street will consist of an average 65 foot right-of-way, 37 feet of pavement, a bridge structure, retaining walls, curb and gutter, a sidewalk on both sides of the road, illumination and landscaping as necessary to revise or tie into existing trail and landscaping. These services include preparing roadway design, hydrologic and hydraulic design, structural design, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services will include utility identification, the development of a utility conflict matrix and attendance at the city's monthly utility coordination meeting as necessary. These services include utility conflict coordination assistance but any new utility or utility relocation services are not included.

1. **Route and Design Studies (FC 110)**
    i. The Engineer shall collect, review and evaluate the data described below. The City will be notified in writing whenever the Engineer finds disagreement with the information or documents.
        a. Data from the City, including "as-built plans", right-of-way maps, and existing easements.
        b. The Engineer shall conduct field reconnaissance and collect data including a photographic record.
    ii. The Engineer shall develop roadway design criteria based on current City of Round Rock and TxDOT design guidelines.
    iii. The Engineer shall develop a preliminary cost estimate using current pricing for relative construction items (City of Round Rock/TxDOT)
    iv. The Engineer will collect and review readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), the State and other governmental agencies in addition to that provided by the City of Round Rock.
    v. Design Concept Conference (DCC) – Schedule and attend two Design Concept Conferences with the City once the Public Involvement and Outreach Process (meeting 1 post 30% and meeting 2 post 60%) has been completed, and public comments and attendance are documented. The purpose of this meeting will be to discuss any revisions or updates to the design prior to developing the 60% and 95% plans respectively. The Engineer shall provide someone to take notes during the meeting.

2. **Geotechnical Investigation and Field Work (FC 110)**
    i. The Engineer shall determine the location of proposed three soil borings for bridge, retaining wall, and pavement design, in accordance with the latest edition of the State's Geotechnical Manual. The City will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the City's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and the State's procedures and design guidelines.
    ii. The Engineer shall provide a signed, sealed and dated geotechnical report which contains but is not limited to soil boring locations, boring logs, laboratory test results, generalized

subsurface conditions, ground water conditions, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing, and pavement design. The skin friction tables and design capacity curves should be present for piling and drilled shaft foundation.

iii. The Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.

3. Social, economic and Environmental Studies (FC 120)

i. Technical reports or memorandums that addresses the Antiquities Code of Texas, Section 404 of the Clean Water Act, threatened and endangered species, and potential hazardous materials issues will be prepared for the project to address environmental compliance.

a. Texas Antiquities Code (Archeology) - The proposed facility is located within property owned or controlled by the City of Round Rock, therefore, the project is subject to the provisions of the Antiquities Code of Texas (ACT). The ACT applies to political subdivisions of the state of Texas, defined as a "local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59" in 13 TAC §26.5 (i.e., municipalities, ports, river authorities, utility districts, etc.) and projects that occur on lands owned or controlled by the state or subdivisions thereof. The Engineer will conduct a background study of previous surveys and previously recorded archeological sites in and near the project area. The research will include review of site files, records, and maps filed at the Texas Archeological (TARL) and the THC library; the Texas Archeological Sites Atlas (TASA) online database; and records of National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Preliminary review of TASA indicates the project area has been subject to at least one previous archeological and/or historic resources survey. As such, a desktop review letter appears appropriate to complete consultation with the Texas Historical Commission (THC).

i. Deliverables:

1. Draft/final archeological background review

b. Section 404 of the Clean Water Act/Waters of the U.S. - To ensure compliance with Section 404 of the Clean Water Act, the Engineer shall identify and map jurisdictional waters of the U.S., including wetlands, that may be impacted by the project and determine permitting requirements. This effort will include identifying, delineating, and mapping the jurisdictional boundaries of streams, wetlands, and other potential waters of the U.S. in the project area based on available maps, databases, and a field survey. The Engineer shall evaluate the impacts of project infrastructure to waters of the U.S., determine Section 404 permit requirements, and make permitting recommendations. The results of the information will be documented in a draft and final waters of the U.S.

report. Section 404 permitting for the project (if applicable) is assumed to be approved under the Nationwide Permit Program. If needed, the Engineer shall prepare a Pre-Construction Notification (PCN) and coordinate the PCN with the U.S. Army Corps of Engineers (USACE) Fort Worth District through approval. This scope of work assumes that the project will not require a Section 404 Individual Permit, mitigation plan, or individual Section 401 water quality certification. Should an individual permit, mitigation plan, or individual water quality certification be required, they would be conducted under a separate scope of services.

i. Deliverables:
    1. Draft/final waters of the U.S. report
    2. Draft and Final PCN

c. Threatened and Endangered Species - A literature review and habitat assessment for plant and wildlife species that are listed as federally threatened, endangered, proposed threatened/endangered, or candidates under the Endangered Species Act and are listed as potentially occurring in Williamson County will be completed for the project. A professional biologist with knowledge and experience will conduct a habitat assessment for the project, including a field reconnaissance. Should further services be necessary such as presence/absence surveys for protected species or consultations with the U.S. Fish and Wildlife Service (USFWS), they would be conducted under a separate scope of services.

i. Deliverables:
    1. Draft/final biological resources technical report

d. Potential Hazardous Materials - A hazardous materials regulatory review and site inspection will be conducted for the project. The findings will be summarized in the letter report or memorandum. Should further work be recommended such as a Phase I Site Assessment, it would be conducted under a separate scope of services.

i. Deliverables:
    1. Draft/final letter report addressing hazardous materials

ii. Assumptions

a. It is assumed that the proposed project is 100 percent funded by local monies. If federal funds or further involvement with the Texas Department of Transportation are necessary, then a separate scope of services would be required to address the TxDOT process.
b. Section 404 permitting is assumed to be covered under the Nationwide Permit Program. Should a pre-construction notification or an individual permit be necessary, they would be completed under a separate scope.
c. The scope of services does not include archeological testing or mitigation efforts.

4. Public Involvement and Outreach (FC 120)

i. Public Meetings - CD&P will plan, schedule, conduct, and facilitate two public meetings in an open house format, to share project information with, and collect feedback from citizens and stakeholders upon 30% and 60% engineering design. The meetings will present the existing conditions, and potential project layout and designs to the public, and gather input. CD&P will coordinate with the City of Round Rock and the Project Team on meeting logistics, development of meeting announcements and notifications, coordination and participation in a meeting rehearsal prior to each public meeting, and facilitation of both public meetings. CD&P will evaluate opportunities to promote the meeting through advertisements mailers, and online posts, signage and additional outreach and will develop informative and appropriate meeting materials and exhibits such as displays and project handouts. Following both public meetings, CD&P will document and report on meeting attendance and input received from the public.

   i. Tasks and deliverables:
      1. Meeting planning (logistics, location, facility prep)
      2. Develop of meeting announcements and notifications
      3. Develop media release and social media posts
      4. Coordination and facilitation of two (2) meeting rehearsals
      5. Coordination and facilitation of two (2) public meetings
      6. Development of meeting materials and exhibits and electronic versions for uploading to website
      7. Summary report of input received

ii. Stakeholder Communications & Outreach -CD&P will coordinate with the City for current contacts that may be interested in the project, and will update and maintain a project database throughout the project. CD&P will assist the City with responses to questions and comments from stakeholders in a timely manner. CD&P will maintain a communication log of all outreach efforts.

iii. CD&P will coordinate with the City to identify and reach out to key stakeholders such as affected property owners and businesses, and will arrange and attend up to six (6) one-on-one meetings and/or neighborhood group meetings, as necessary throughout the project. These meetings will provide the opportunity to the City and Project Team to visit openly about stakeholders' concerns, needs, and desires. CD&P will arrange, facilitate, and document these meetings and will coordinate with the City and project team on the date, time, and locations of these meetings.

   i. Tasks and deliverables:
      1. Develop and maintain a stakeholder database
      2. Communication and outreach with stakeholders including a log of all communications
      3. Coordinate, facilitate, and document up to six (6) one-on-one or neighborhood group meetings

iv. Webpage – CD&P will develop content for a project webpage on the City's website. It will include project information, information on how to get involved and share input, project contact information, project materials and materials from public meetings. CD&P will provide update content and coordinate with the City for posting, as needed, throughout the project.

i. Tasks and deliverables:
    1. Develop draft
    2. Updated content as needed throughout the project

5. Right-of-Way Data (FC 130)

i. The Engineer shall evaluate existing and proposed Right-of-Way.
ii. The Engineer shall determine if construction easements are required.
iii. Engineer shall identify any utility conflicts and provide conflict information to the City.
iv. The Engineer will evaluate existing trails easements and ensure continued trail connectivity. Preparation of any new easements or survey metes and bounds will require a Supplemental service agreement.

6. Field Surveying (FC 150)

i. Project Control

a. Primary control - horizontal & vertical (3 Dimensional (3D) control). The surveyor shall set 2 or more primary control monuments, one monument near each end of the project and outside of project limits. Additional monuments shall be set so that the interval between primary control monuments does not exceed approximately 2 miles. Primary Control monuments shall be placed where disturbance and future construction is least anticipated. These monuments shall be constructed according to the typical Type II Right of Way (ROW) marker standard M-92 (unless another standard is described here), with a City of Round Rock aluminum Control disk placed in the top. Control monument numbers to be stamped on each monument shall be provided by the City and shall include the county number and the monument sequence number. Information required shall include but not be limited to Texas Coordinate System (TCS) state plane coordinates and surface coordinates, TCS Zone, elevation (North American Vertical Datum 88 (NAVD 88) unless otherwise specified), project station and offset, monument description, reference or basis monument(s) used, a control layout map and location sketches tying monuments to a minimum of three existing features.

b. Secondary control - Additional control shall be set as necessary to accomplish the survey efficiently and accurately. Information shall also be provided in the deliverables on any additional control set for the project.

c. Information on all control shall be furnished in the City's format and signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).

d. All survey data collected by the surveyor for the purposes of this work authorization shall be based upon the State's Real Time Network (netRTK) and based upon the latest National Geodetic Survey (NGS) datum adjustment (presently North American Datum (NAD) 83, epoch 2010, geoid 2012A) and the latest elevation adjustment.

e. The surveyor shall calculate Project or Surface Coordinates by applying a Combined Adjustment Factor (CAF) to State Plane Coordinate values for this project as directed by the state by using the county-wide adjustment factor provided (1.00012).

ii. Design Surveys and Construction Surveys

a. The surveyor shall contact property owners for Right of Entry if needed.
b. Existing Right Of Way (ROW)
    i. The surveyor shall locate and verify Existing ROW. If any significant deviations from ROW records are found, these shall be brought to the attention of the City and discussed before any resolution is expected.
c. The surveyor shall collect data for a typical design and topographic survey. Process data for DTM & Triangle Irregular Network (TIN) (2D & 3D), including but not limited to chains and points; planimetric maps (2D) & topographic maps, cross sections and/or drainage analysis and other needs as detailed below.
    i. Typical DTM & topographic data includes but is not limited to: natural ground (NG), roadway surfaces, edge of pavement (EP), centerline, grade breaks, striping, driveways and side streets (determine driveway/side street radii), curb, ditches, culverts, headwalls, drainage structures, channel(s), riprap, power poles, signs, delineators, luminaries, fences, manholes, sewer lines, telephone boxes, junctions, etc., water valves, fire hydrants, pipeline crossings, gas meters, gas valves, etc., and any other utility.
    ii. Driveway and street/county road data collect type of surface (asphalt, concrete, seal coat, gravel, dirt, etc.), with or without culvert, type of culvert pipe, size, length, with or without Safety End Treatment (SET) for a distance of 200’ beyond the existing Logan Street ROW.
    iii. Cross road structures data (includes culverts and bridge class structures), collect type, size, end treatment, etc., and profile for crossroad structure.
    iv. Identify and photograph features (signs, mail boxes, etc.).
        1. Trees- all trees of 8” diameter or greater shall be located and tied in. Information needed is trunk size, tree type and limits of canopy (size).
        2. Develop pavement centerline alignment of existing pavement(s).
        3. Run existing cross sections as a back check for errors in data or processing
        4. Proposed pavement centerline will be furnished by the Aguirre Fields, LP.
        5. Utility locations- collect horizontal and vertical location data of all underground and above ground utilities within the limits of the project. This includes the height or elevation of any power line, telephone or cable company

line, pipeline or any other. Contact utility owners, compile contact list to include company name, contact name, phone number, utility type, size and product information of pipelines and any other important information. The Surveyor shall allow time for owner contact, coordination, location, location data collection, etc.

6. The Texas Excavation Safety System, DIGTESS one call system (phone number 1-800-DIG-TESS) shall be notified for utility locations and prior to drilling, setting or driving anything including property corners or control monuments below 16" depth, as detailed by DIGTESS (http://www.digtess.org), which may impact or be impacted by the existence of any underground utility, whether visible or not. Note that some local or city utilities may not be a part of the DIGTESS system and may require separate notification.
7. Create centerline alignment.

iii. DELIVERABLES:

1. Design Surveys and Construction Surveys Function Code 150 (3D model, TIN, etc.).
    a. The Surveyor Shall Provide Deliverables as stated below:
        i. Data
            1. Raw field data
            2. Processed field data
            3. Project digital pictures (delivered in .jpg format)
            4. 3D & 2D Topo (.dgn) processed files in MicroStation (latest version), with all chains and points.
        ii. Signed Right of Entry forms, if ROE was acquired.
        iii. ROW Products
            1. .dgn of Existing ROW
            2. Reference Deeds, support documents, scanned and in .pdf format.
        iv. Survey Control - Survey Control shall be furnished in two (2) forms-
            1. The City's Control Sheet(s) format, which consists of:
                a. A Control Layout index map, which contains an overall view of the project area with the locations of primary and secondary control identified and labeled.
                b. A Horizontal and Vertical Control Sheet(s), which contains monument sketches of primary and secondary control points. Monument sketches shall tie monuments to a minimum of three existing features.
                    i. Survey Control Sheet(s) information shall include the NGS or other basis monument(s) name or identification number, Texas Coordinate System

(TCS) zone information, Grid and Surface values in X, Y, & Z coordinates, the Combined Adjustment Factor or Surface Adjustment Factor, and project station and offset.

ii. Survey Control Sheet(s) shall be delivered as an 11" x 17" sized hard copy (White Opaque Film preferred) and as a PDF file.

2. An individual 8 ½" x 11" Control Point Data Sheet for each primary control monument (delivered as original, interactive PDF file).

v. All delivered control documentation shall be signed with a date of signature and sealed by a Texas RPLS.

vi. Cross Sections-provide information on cross-sections used as a back check for errors in data or processing.

vii. Raw GPS files

viii. For static GPS sessions, in RINEX format.

ix. For RTK GPS, furnish reports of network information.

x. ASCII file(s) of final position information.

xi. MicroStation file or files (.dgn) (latest version) of all drawings.

1. Shall include within the drawing file: Company name, address, telephone number, surveyor's name, date(s) of survey and survey datum information.
2. Shall follow the naming convention "MDF "_Logical Name.dgn
3. E.g. "MDF212104065_Topo.dgn"

xii. .gpk, .prj, .tin and .dat files that are compatible with Geopak in MicroStation (latest version) format.

xiii. Two (2) CD(s) or DVD(s) containing all project files and labeled with project name (roadway), limits, charge number(s), date delivered, project limits, contract no., and Work Authorization number. Multiple disks shall be labeled Disk 1 of (total number of disks), etc.

xiv. Preliminary Deliverables shall be delivered as scheduled, in full, to include all items as listed above.

xv. Final Deliverables shall be delivered as scheduled, in full, to include all items as listed above no later than 15 days after the return of corrected Preliminary deliverables from the City to the consultant.

iv. SPECIFICATIONS & STANDARDS FOR THE WORK:

a. The surveyor shall perform all work in accordance with the contract and the provisions, standards, specifications, manuals (City of Round Rock Transportation Criteria Manual, ROW- Vol. I, Procedures Preliminary to Release, et al), methods, procedures, deliverables, deliverable format and any other information contained within or referenced to in the contract as previously agreed to by both parties.

7. Roadway Design Controls (FC 160)

i. Geometric Design
   a. The Engineer shall produce a Geometric Layout of Roadway (1"=50').
   b. Geometric Layout shall include proposed horizontal and vertical improvements.
   c. The Engineer shall submit a pdf Geometric Layout for City approval.

ii. Roadway Design
   a. Plan and Profile sheets will be created at 1"=50' (three sheets).
      1. Sheets will include proposed and existing appurtenances.
      2. Proposed horizontal curvature and profile grade line will meet a 30 mph design speed.
      3. Sidewalks and ADA ramps will be included.
      4. Driveway/Access to Heritage Spring Trail will be included for emergency vehicles. (Final disposition of this connection will be determined during the public involvement portion as to if this will be an emergency connection or a full use connection.)

iii. Typical Sections
   a. Proposed typical section and existing typical section at tie in point.
      1. Sections will include proposed pavement width, travel lanes, pavement structure, sidewalk location and typical slope requirements. Typical section will also depict typical right of way width.

iv. Cut and Fill Quantities
   a. Existing and proposed cross sections at 50 foot intervals will be created to determine cut and fill quantities.
   b. Geopak will be used to calculate quantities.
   c. Design cross sections will be plotted on sheets and submitted separately.

v. Plan Preparation
   a. Title Sheet will include project name and number; site location; project limits, design speed, signature blocks, Index of sheets and logos as per City provided CIP project example.
   b. Index of Sheets will include sheet names and standards.
   c. Project Layout will show entire project (one sheet at 1"=100')
   d. Roadway Plan and Profile (1"=50' horiz)
   e. Miscellaneous roadway and driveway details
   f. Roadway Standards-City of Round Rock and/or TxDOT standards.
   g. Drainage Standards and Detail Sheets.
   h. Bridge Layout and Detail Sheets
   i. General Notes applicable to this project provided by the City of Round Rock.
   j. Horizontal Alignment Data Sheet
   k. Drainage Area Maps and Calculations Sheet
   l. Storm Plan and Profile Sheet(s) – contingent on item 5.ii
   m. Traffic Control Construction Phase Narrative and standards
   n. Illumination layout (under bridge) to be provided under bridge for the trail lighting and also at or near the four corners of the bridge off the structure.
   o. SW3P sheets will be created at 1"=50' double banked
   p. Pavement Design

1. Pavement Structure Section to be provided by the City of Round Rock.

1) Drainage (FC 161)

i) Floodplain Analysis

(a) The Engineer shall prepare a Dry Branch Tributary 1 Floodplain analysis Report for the project site. Engineer shall include analyses of the existing two (2), ten (10), twenty-five (25), one hundred (100) year, and ultimate one hundred (100) year frequency storm events and will utilize peak flows developed as part of the Upper Brushy Creek watershed analysis.

(b) The Engineer shall conduct a hydraulic analysis for the proposed bridge structure within the limits of the floodplain on Dry Branch Tributary 1. Analysis shall consist of modeling up to two (2) proposed channel crossings. Additional modeling of crossings in excess of (2) will require a Supplemental agreement. The floodplain analysis will use latest preliminary FEMA hydrologic and hydraulic models developed for the Upper Brushy Creek watershed obtained from the City of Round Rock. These models are considered the best available data at this time.

(c) Modeling of the final selected crossing shall demonstrate "No Adverse Impact". Analysis may identify additional improvements necessary to the channel section to mitigate any increase due to the proposed crossing. If the project cannot achieve a no adverse impact, then a supplemental agreement will be required if a FEMA C/LOMR submittal is required.

(d) Prepare a Dry Branch Tributary 1 Floodplain Analysis Report to document methodology, procedures, and assumptions of the proposed crossing floodplain analysis and present the results of a "no-rise" compared to the preliminary FEMA water surface elevations. This scope assumes ones (1) meeting with the City to discuss and address review comments.

ii) Floodplain Analysis Deliverables:

(a) Draft Logan Street Floodplain Analysis Report to document the floodplain analysis on Dry Branch Tributary 1.

(b) Final Logan Street Floodplain Analysis Report to document the floodplain analysis on Dry Branch Tributary 1 to include hydrologic and hydraulic models and associated GIS data.

iii) Storm Drain Facilities

(a) The Engineer shall provide a preliminary storm sewer layout to be approved by the City prior to commencing final design. Any proposed public drainage system will be designed to the twenty-five (25) year frequency storm based on fully developed conditions as appropriate. The one hundred (100) year frequency storm event will be designed to be contained within public rights of way or drainage easements.

(b) The Engineer shall prepare existing and proposed drainage area maps, inlet calculations and quantity estimates for all proposed storm drain facilities, not including the proposed bridge crossing.

(c) Proposed detention facilities design or analysis of the City RSMP are not included in this scope. It is anticipated the detention facilities will not be required based on time frequencies of the proposed improvements relative to the overall basin timing for the creek. If the City desires to install detention facilities or conduct a timing analysis for the RSMP, a Supplemental agreement will be required.

(d) Storm Sewer plan and profile sheets along with standards will be included in plan set. City of Round Rock standards will be used. TxDOT standards will be used for all design features which do not have an applicable City of Round Rock standard.

(i) Storm Drain Deliverables:

1. Construction plans sheets for proposed storm drain infrastructure, storm and inlet calculations, and construction details.
2. Infrastructure, storm and inlet calculations, and construction details.

8. Signing and Pavement Markings (FC 162)

i. Pavement Marking layout and signing will be prepared at the intersections of Greenlawn Blvd. and A.W. Grimes Blvd. and at the drive entrance to the adjoining development on the southeast end of the Logan Street Extension.

ii. Illumination layout and details will be prepared for lighting along the City's trails under the bridge.

9. Miscellaneous (FC 163)

i. The Engineer shall include:

a. Storm Water Pollution Prevention Plan (SW3P) sheets at 1"=50' double banked.
b. Traffic Control Plan including narrative
c. Traffic Control Standards
d. Summary Sheets using City of Round Rock and/or TxDOT format will be included.
e. Standard Sheets using City of Round Rock and/or TxDOT Standards will be included.
f. The Engineer will provide a final cost estimate with unit prices and bid schedule.
g. The Engineer shall compile General Notes, Specifications and Special Provisions as needed.

10. Project Management and Administration (FC 164)

i. Meetings

a. The Engineer has provided for four formal meetings at two hours each. (Project kick off, geometric layout review meeting, and up to 2 review and/or coordination meetings.)
b. Time to attend up to 10 meeting for Public Involvement. (Two Public Involvement Open House Style Meetings, two rehearsal/planning meetings and up to six stake holder meetings for Public Involvement/Outreach.)

ii. General Contract Administration

a. Prepare invoices and monthly written progress reports for the project.
b. Project coordination with the City to include documenting correspondence and meeting minutes.
c. Project Coordination with Sub-Consultants to include documenting correspondence and meeting minutes.
d. Prepare, distribute and file both written and electronic project correspondence.
e. Direct Expenses for travel and copies is included in the fee.

11. Structural Design (FC 170)

i. Alternative Analysis and Preliminary Estimates - The Engineer shall complete a site visit and evaluate existing conditions, geotechnical and hydraulic data to prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge

structure type for vertical clearance over the waterway and Greater Lake Creek Trail; (2) the optimum bridge structure length versus roadway embankment, pavement, soil stabilization and retaining walls. A multi-span, concrete girder style bridge on curving alignment is anticipated based on preliminary observations and usual construction practice in the nearby vicinity.

ii. Bridge Layout - The Engineer shall comply with all relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide and AASHTO LRFD Bridge Design Specifications and respective checklists to prepare Bridge Layout (1"=40' scale) and Typical Sections for approval before proceeding to detail design. Additional Bridge Layout requirements for waterway structures include:

a. Design and 100 year peak discharges
b. Design and 100 year high water (HW) and any recorded HW data available
c. Natural and through bridge velocities for design and 100 year floods
d. Calculated backwater for design and 100 year floods
e. Direction of flow for waterway crossings
f. Contours for water crossing

iii. Bridge Details & Design - The Engineer shall prepare final details and design calculations in accordance with standard requirements of the State as listed above. Specific bridge items relevant to this project include:

a. Soil borings in the form of Wincore data will be utilized for foundation design and details.
b. Scour data will be incorporated in bent and foundation design.
c. Deck drains, as necessary.
d. Bridge lighting, as necessary.
e. Sidewalks or shared-use path shall be included along each side of the bridge. TxDOT combination bridge railing with a minimum height of 42" shall be selected for use.
f. Non-standard bridge aesthetics are anticipated in lieu of standard TxDOT rectangular cap bents with circular columns. The level of effort in the detailing process is expected to be above that associated with a standard TxDOT bridge project. The Consultant will work with the City to develop the project aesthetic details. It would be logical to match aesthetics applied to existing AW Grimes bridges to maintain corridor consistency.
g. Applicable TxDOT Standards will be printed by the Consultant for inclusion in the plan set. (Any TxDOT Standards modified by the Consultant will be signed and sealed for the modification.)

iv. Retaining Walls - The Engineer shall prepare plans, details and standards for up to four (4) retaining wall locations. Fill embankment MSE walls are anticipated along each side of each approach to the bridge. Other retaining wall types such as spread footing, soil nail, or drilled shaft will be considered as appropriate although not anticipated at this time. Typical retaining wall layout (1"=50' scale) requirements include:

a. <u>Plan View</u>

i. Designation of reference line
ii. Beginning and ending retaining wall stations
iii. Offset from reference line
iv. Horizontal curve data
v. Total length of wall
vi. Face of wall
vii. All wall dimensions and alignment relations (alignment data as necessary)
viii. Soil boring locations
ix. Drainage, signing, lighting, etc. that is mounted on or passing through the wall.
x. Subsurface drainage structures or utilities which could be impacted by wall construction.

b. Elevation View
i. Top of wall elevations
ii. Existing and finished ground line elevations
iii. Vertical limits of measurement for payment
iv. Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
v. Top and bottom of wall profiles plotted at correct station & elevation.
vi. Retaining Wall Details: As required for non-standard elements such as drilled shaft wall details or transitions from one wall type to another.
vii. Retaining Wall Aesthetic details: The Engineer shall provide details for, but not limited to, coping, fascia, rip rap and railings.
viii. Limits of temporary shoring.
ix. Underdrains
x. Soil improvement, if applicable.
xi. Drainage, signing, lighting, etc. as noted above
xii. Drainage structures and utilities as noted above

c. Typical Section
i. Reinforced Volume
ii. Underdrain location
iii. Soil improvements, if applicable.

v. AW Grimes Retaining Wall Repair - The end of the existing retaining wall at the southwest corner of the SB AW Grimes and Logan Drive exhibits excessive movement in the form of wall rotation and sidewalk upheaval. The Engineer shall perform a field visit and review record drawings to better understand possible reasons for the poor performance and verify if there is any immediate structural integrity concern. A technical memo shall be prepared with recommendations for further actions to be considered by the City. It is anticipated that any repair details would be developed by extra work order under this work authorization as determined by the city.

12. Construction Phase Services (FC 309)

i. The Engineer shall provide Construction Phase Services at the written request of the City's Project Manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

a. Review and approval of shop drawings

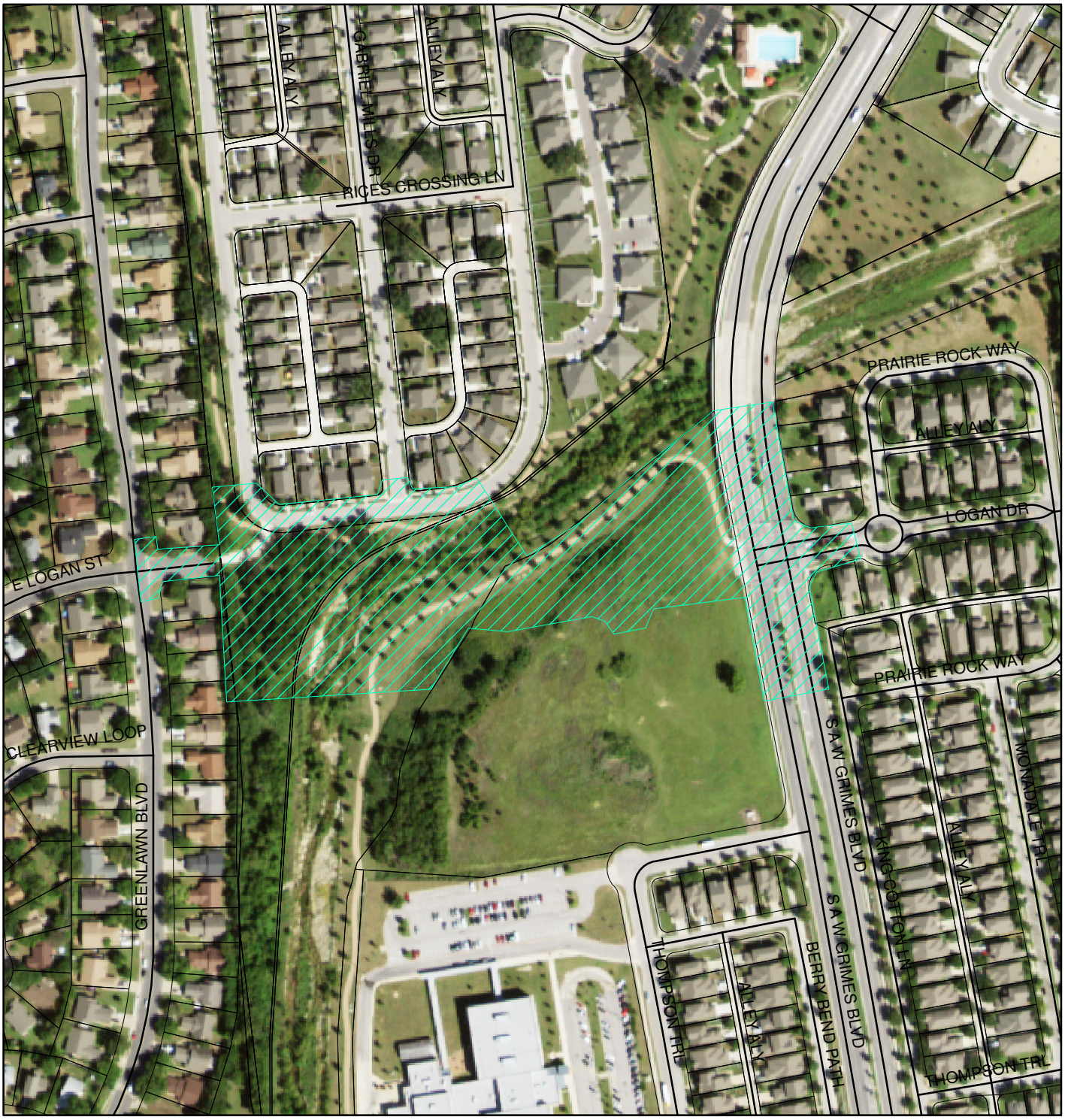
b. Review and approval of forming details

c. Attend preconstruction meeting

d. Respond to requests for information (RFIs)

e. Provide clarification as requested

f. Provide corrected plans for any Errors and Omissions



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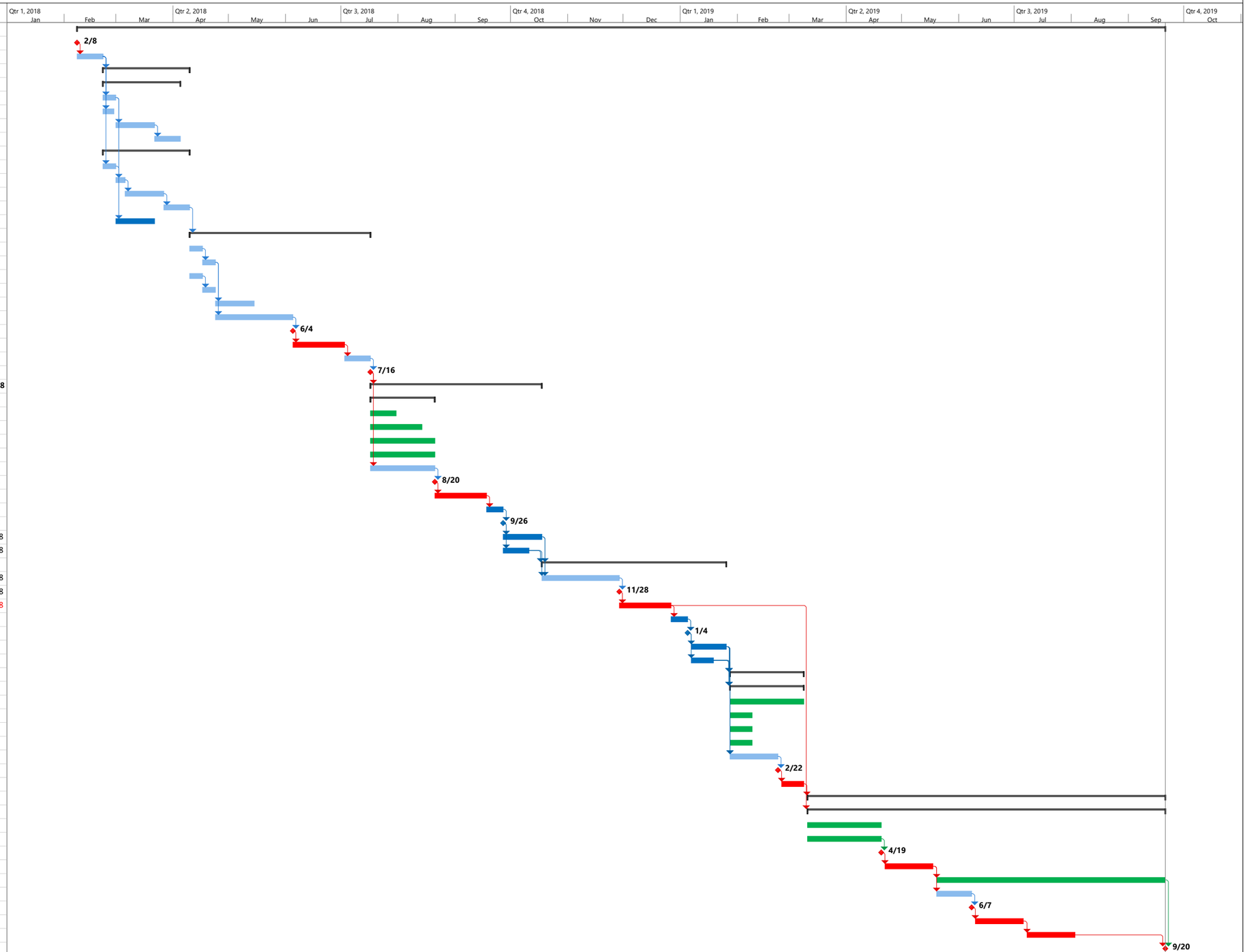
W E
S

SURVEY LIMITS EXHIBIT

330 165 0 330 Feet

HALFF®

ID	Task Name	Duration	Start	Finish
1	**Logan Street Design Timeline**	**422 days**	**Thu 2/8/18**	**Fri 9/20/19**
2	NTP	0 days	Thu 2/8/18	Thu 2/8/18
3	Project Setup & Sub Consultant Agreements	10 days	Thu 2/8/18	Wed 2/21/18
4	**Work Product #1 - Data Collection**	**33 days**	**Thu 2/22/18**	**Mon 4/9/18**
5	**Survey**	**30 days**	**Thu 2/22/18**	**Wed 4/4/18**
6	Mobilization	5 days	Thu 2/22/18	Wed 2/28/18
7	ROW Research	4 days	Thu 2/22/18	Tue 2/27/18
8	Field Work	15 days	Thu 3/1/18	Wed 3/21/18
9	Processing	10 days	Thu 3/22/18	Wed 4/4/18
10	**Geotechnical**	**33 days**	**Thu 2/22/18**	**Mon 4/9/18**
11	Mobilization	5 days	Thu 2/22/18	Wed 2/28/18
12	Field Work	3 days	Thu 3/1/18	Mon 3/5/18
13	Laboratory Testing	15 days	Tue 3/6/18	Mon 3/26/18
14	Draft Report	10 days	Tue 3/27/18	Mon 4/9/18
15	Public Involvement Database & Planning	15 days	Thu 3/1/18	Wed 3/21/18
16	**Work Product #2a - Geometric Layout**	**70 days**	**Tue 4/10/18**	**Mon 7/16/18**
17	Survey Review / Field Verification	5 days	Tue 4/10/18	Mon 4/16/18
18	Surveyor Address Comments	5 days	Tue 4/17/18	Mon 4/23/18
19	Draft Geotech Report Review	5 days	Tue 4/10/18	Mon 4/16/18
20	Final Geotech Report	5 days	Tue 4/17/18	Mon 4/23/18
21	Floodplain Analysis	15 days	Tue 4/24/18	Mon 5/14/18
22	Preliminary Design - Alternative Analysis	30 days	Tue 4/24/18	Mon 6/4/18
23	Submit Geometric Layout to City	0 days	Mon 6/4/18	Mon 6/4/18
24	Review - City	20 days	Tue 6/5/18	Mon 7/2/18
25	Address Comments / Resubmit	10 days	Tue 7/3/18	Mon 7/16/18
26	Notice to Proceed to Work Product #2b	0 days	Mon 7/16/18	Mon 7/16/18
27	**Work Product #2b - 30% Design and ENV**	**67 days**	**Tue 7/17/18**	**Wed 10/17/18**
28	**Environmental**	**25 days**	**Tue 7/17/18**	**Mon 8/20/18**
29	Archeological Resources Desktop Review	10 days	Tue 7/17/18	Mon 7/30/18
30	Haz-Mat Field Work & Draft Report	20 days	Tue 7/17/18	Mon 8/13/18
31	Biological Field Work & Draft Report	25 days	Tue 7/17/18	Mon 8/20/18
32	US Waters Records, Field Work & Draft Report	25 days	Tue 7/17/18	Mon 8/20/18
33	30% Design	25 days	Tue 7/17/18	Mon 8/20/18
34	Submit 30% PS&E & Draft ENV to City	0 days	Mon 8/20/18	Mon 8/20/18
35	30% Review - City	20 days	Tue 8/21/18	Mon 9/17/18
36	Public Meeting 1 Preparation	7 days	Tue 9/18/18	Wed 9/26/18
37	Public Meeting 1	0 days	Wed 9/26/18	Wed 9/26/18
38	Public Meeting 1 comment Period	15 days	Thu 9/27/18	Wed 10/17/18
39	Public Meeting 1 Summary	10 days	Thu 9/27/18	Wed 10/10/18
40	**Work Product #3 - 60% Design**	**72 days**	**Thu 10/18/18**	**Fri 1/25/19**
41	60% Design	30 days	Thu 10/18/18	Wed 11/28/18
42	Submit 60% PS&E to City	0 days	Wed 11/28/18	Wed 11/28/18
43	60% Review - City	20 days	Thu 11/29/18	Wed 12/26/18
44	Public Meeting 2 Preparation	7 days	Thu 12/27/18	Fri 1/4/19
45	Public Meeting 2	0 days	Fri 1/4/19	Fri 1/4/19
46	Public Meeting 2 Comment Period	15 days	Mon 1/7/19	Fri 1/25/19
47	Public Meeting 2 Summary	10 days	Mon 1/7/19	Fri 1/18/19
48	**Work Product #4 - 95% Design**	**30 days**	**Mon 1/28/19**	**Fri 3/8/19**
49	**Environmental**	**30 days**	**Mon 1/28/19**	**Fri 3/8/19**
50	Archeological Resources Report Updates	30 days	Mon 1/28/19	Fri 3/8/19
51	Haz-Mat Field Report Updates	10 days	Mon 1/28/19	Fri 2/8/19
52	Final Biological Report	10 days	Mon 1/28/19	Fri 2/8/19
53	US Waters Records Final Report	10 days	Mon 1/28/19	Fri 2/8/19
54	95% Design	20 days	Mon 1/28/19	Fri 2/22/19
55	Submit 95% PS&E to City	0 days	Fri 2/22/19	Fri 2/22/19
56	95% Review - City	10 days	Mon 2/25/19	Fri 3/8/19
57	**Work Product #5 - Final Design**	**140 days**	**Mon 3/11/19**	**Fri 9/20/19**
58	**Environmental**	**140 days**	**Mon 3/11/19**	**Fri 9/20/19**
59	Archeological Resources THC Review	30 days	Mon 3/11/19	Fri 4/19/19
60	Draft PCN	30 days	Mon 3/11/19	Fri 4/19/19
61	Submit Draft PCN City	0 days	Fri 4/19/19	Fri 4/19/19
62	City Review	20 days	Mon 4/22/19	Fri 5/17/19
63	USACE Review & Approval	90 days	Mon 5/20/19	Fri 9/20/19
64	Final Design	15 days	Mon 5/20/19	Fri 6/7/19
65	Submit Final PS&E to City	0 days	Fri 6/7/19	Fri 6/7/19
66	Final Review - City	20 days	Mon 6/10/19	Fri 7/5/19
67	CORR Processing	20 days	Mon 7/8/19	Fri 8/2/19
68	Letting	0 days	Fri 9/20/19	Fri 9/20/19



Project: CORR Logan Street
Date: Thu 12/28/17

Task Milestone Summary

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
TEXAS AVENUE

Project Name: Logan Street PS&E

Task	Total Labor Hours	Total Prime Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
FC 110: Route and Design Studies	255	$8,580.00	$10,449.20	$23,722.88	$42,752.08
FC 120: Social, Economic and Environmental Studies	588	$9,168.00	$2,259.60	$52,728.00	$64,155.60
FC 130: ROW Data and Utilities	20	$2,778.00	$0.00	$0.00	$2,778.00
FC 150: Surveying	226	$0.00	$0.00	$32,040.00	$32,040.00
FC 160: Roadway Design Controls	472	$55,898.00	$0.00	$0.00	$55,898.00
FC 161: Drainage, Water Quality, Geologic Assessment	254	$0.00	$0.00	$29,785.00	$29,785.00
FC 162: Signing and Pavement Markings	27	$3,226.00	$0.00	$0.00	$3,226.00
FC 163: Miscellaneous (Roadway)	186	$22,728.00	$0.00	$0.00	$22,728.00
FC 164: Project Management (coordination, meetings, accounting, etc.)	233	$29,109.00	$0.00	$6,520.00	$35,629.00
FC 309: Construction Phase Services	90	$13,528.00	$0.00	$0.00	$13,528.00
FC 170: Structural Design	1258	$143,182.00	$0.00	$0.00	**$143,182.00**
Other Direct Costs	0	$698.69	$0.00	$0.00	**$698.69**
GRAND TOTAL:	**3609**	**$288,895.69**	**$12,708.80**	**$144,795.88**	**$446,400.37**

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

PROJECT: CORR LOGAN STREET
METHOD OF PAYMENT: LUMP SUM
PRIME PROVIDER: AGUIRRE & FIELDS, LP

COMPANY	FEE	%
Aguirre & Fields, LP (AFLP)	$288,895.69	65%
Halff Associates	$64,075.00	14%
Blanton & Associates, Inc.	$29,440.00	7%
CD&P, LLC	$29,817.60	7%
Corsair Consulting, LLC	$34,172.08	8%
TOTAL	**$446,400.37**	**100.00%**

FUNCTION CODE	TASK NAME	AFLP	HALFF	BLANTON	CD&P	CORSAIR	TOTAL
FC 110	ROUTE AND DESIGN STUDIES (FC110)	$8,580.00				$23,722.88	$8,580.00
FC 120	SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES (FC 120)	$9,168.00		$29,178.00	$23,550.00		
FC 130	RIGHT OF WAY DATA & UTILITIES (FC 130)	$2,778.00					$2,778.00
FC 150	FIELD SURVEYING (FC 150)		$32,040.00				$32,040.00
FC 160	ROADWAY DESIGN CONTROLS (FC 160)	$55,898.00					$55,898.00
FC 161	DRAINAGE (FC 161)		$29,785.00				$29,785.00
FC 162	SIGNING, PVMT. MARK. (FC162)	$3,226.00					$3,226.00
FC 163	MISCELLANEOUS (ROADWAY) (FC 163)	$22,728.00					$22,728.00
FC 163	WASTEWATER DESIGN						$0.00
FC 164	PROJECT MANAGEMENT(FC 164)	$29,109.00	$2,250.00		$4,270.00		$31,359.00
FC 170	STRUCTURAL DESIGN (FC 170)	$143,182.00					$143,182.00
FC 309	CONSTRUCTION PHASE SERVICES (FC 309)	$13,528.00					
ODEs	OTHER DIRECT EXPENSES	$698.69		$262.00	$1,997.60	$10,449.20	$960.69
	TOTAL	$288,895.69	$64,075.00	$29,440.00	$29,817.60	$34,172.08	**$446,400.37**

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC110 - ROUTE & DESIGN STUDIES									
110.1 DATA COLLECTION AND FIELD RECONNAISSANCE									
CITY DATA COLLECTION & REVIEW	2	2	2		2		8	N/A	N/A
PROJECT NOTEBOOK AND FILE SETUP		1	2	1	2		6	N/A	N/A
REVIEW AS-BUILT AND CITY PROVIDED PLANS	1	1	1		1		4	N/A	N/A
2 SITE VISITS & FIELD RECONNAISSANCE	3	3	3				9	N/A	N/A
PREPARE RECONNAISSANCE LAYOUT AND NOTES		1	1		1		3	N/A	N/A
PHOTOGRAPHIC RECORD		1	2			1	4	N/A	N/A
110.2 DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR									
REVIEW PROJECT SPECIFICS AGAINST CORR DESIGN CRITERIA	1	1	2				4	N/A	N/A
PREPARE DESIGN SUMMARY REPORT FOR REVIEW	1	1	2				4	N/A	N/A
COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE		2					2	N/A	N/A
110.3 PRELIMINARY COST ESTIMATE									
DEVELOP PRELIMINARY ESTIMATE	1	2	4	2			9	N/A	N/A
110.4 FLOODPLAIN EVALUATION									
COORDINATE THE COLLECTING AND REVIEW OF FLOOD PLAIN INFORMATION	1	2					3	N/A	N/A
110.6 GEOTECHNICAL INVESTIGATION									
DETERMINE BORING LOCATIONS FOR BRIDGE AND RETAINING WALLS		1	1		1		3	N/A	N/A
HOURS SUB-TOTALS	10	18	20	3	7	1	59	0	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$2,240.00	$3,078.00	$2,180.00	$354.00	$651.00	$77.00	$8,580.00		
% DISTRIBUTION OF STAFFING	16.9%	30.5%	33.9%	5.1%	11.9%	1.7%			
SUBTOTAL (FC110)							**$8,580.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES									
120.1 ENVIRONMENTAL EXHIBITS									
PREPARE PLAN EXHIBITS FOR OTHERS (4 EXHIBITS 11X17)	1	4	6	8	16		35	4	9
ENVIRONMENTAL COORDINATION W/ STATE AND OTHERS	2	2	2			2	8	N/A	N/A
HOURS SUB-TOTALS	3	6	8	8	16	2	43	4	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$672.00	$1,026.00	$872.00	$944.00	$1,488.00	$154.00	$5,156.00		
% DISTRIBUTION OF STAFFING	7.0%	14.0%	18.6%	18.6%	37.2%	4.7%			
SUBTOTAL (FC120)							**$5,156.00**		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
TEXAS AVENUE

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC120 - PUBLIC INVOLVEMENT AND OUTREACH									
120.3 MEETING EXHIBITS									
PREPARE PLAN EXHIBITS FOR USE AT MEETINGS	1	4	8		24		37	4	9
HOURS SUB-TOTALS	1	4	8	0	24	0	37	4	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$224.00	$684.00	$872.00	$0.00	$2,232.00	$0.00	$4,012.00		
% DISTRIBUTION OF STAFFING	2.7%	10.8%	21.6%	0.0%	64.9%	0.0%			
SUBTOTAL (FC120)							**$4,012.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC130 - RIGHT OF WAY DATA									
130.1 RIGHT OF WAY MAP									
EVALUATE EXISTING ROW		1		1			2	N/A	N/A
DETERMINE NEED FOR CONSTRUCTION EASEMENTS	1	1	2				4	N/A	N/A
UTILITY CONFLICT LIST REVIEW AND COORDINATION w/ CITY	2	4	4			4	14	N/A	N/A
HOURS SUB-TOTALS	3	6	6	1	0	4	20	0	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$672.00	$1,026.00	$654.00	$118.00	$0.00	$308.00	$2,778.00		
% DISTRIBUTION OF STAFFING	15.0%	30.0%	30.0%	5.0%	0.0%	20.0%			
SUBTOTAL (FC130)							**$2,778.00**		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
TEXAS AVENUE

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC160 - ROADWAY DESIGN CONTROLS									
160.1 GEOMETRIC DESIGN									
PRELIMINARY GEOMETRIC LAYOUT (1"=50')	2	8	6		24		40	N/A	N/A
PROPOSED HORIZONTAL AND VERTICAL IMPROVEMENTS		8	8	2			18	N/A	N/A
160.2 ROADWAY DESIGN									
PLAN & PROFILE SHEETS (1"=50')	4	6	8	18	36		72	4	18
DRIVEWAY, SIDEWALK AND CURB RAMP DETAILS	1	2	4	2	6		15	1	15
160.3 TYPICAL SECTIONS									
PROPOSED & EXISTING TYPICAL SECTION LOGAN STREET	1	4	6	8	10		29	2	15
160.4 CUT AND FILL QUANTITIES									
EXISTING CROSS SECTIONS (50' INTERVALS)		1	3	2	2		8	N/A	N/A
CROSS SECTION CRITERIA AND SHEETS (5 SHEETS 11X17 3 SECTIONS PER SHEET)	2	6	8	8	16		40	5	8
CROSS SECTION UPDATES 60%, 95%, AND FINAL		2	4	8	4		18	N/A	N/A
160.5 PLAN PREPARATION:									
PREPARE AND ASSEMBLE PS&E (60%, 95%, & FINAL)	3	8	16		32	2	61	120	1
PROJECT TITLE SHEET		1	4	2	8		15	1	15
INDEX OF SHEETS		4	4	2	6		16	1	16
OVERALL PROJECT LAYOUTS (1"=100')		2	6	2	6		16	1	16
MISCELLANEOUS ROADWAY & DRIVEWAY DETAILS	2	4	8	2	4		20	2	10
ROADWAY STANDARDS	1	1	2	2	6		12	6	2
HORIZONTAL ALIGNMENT DATA SHEET		1		2	2		5	1	5
ILLUMINATION LAYOUT (2) Circuit Diagram (1), Service Sheet (1) Standards (15)	5	14	16	16	32		83	19	4
160.6 PAVEMENT DESIGN									
INCORPORATE PAVEMENT DESIGN INTO PLANS (TYPICALS)		1	1	1	1		4	N/A	N/A
HOURS SUB-TOTALS	21	73	104	77	195	2	472	163	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$4,704.00	$12,483.00	$11,336.00	$9,086.00	$18,135.00	$154.00	$55,898.00		
% DISTRIBUTION OF STAFFING	4.4%	15.5%	22.0%	16.3%	41.3%	0.4%			
SUBTOTAL (FC160)							**$55,898.00**		

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC162 - SIGNING, PVMT. MARKING, & SIGNAL									
PAVEMENT MARKING LAYOUT - 2 INTERSECTIONS	1	4	8	2	6		21	2	11
SIGNING AND PAVEMENT MARKING STANDARDS		1	1		4		6	5	1
HOURS SUB-TOTALS	1	5	9	2	10	0	27	7	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$224.00	$855.00	$981.00	$236.00	$930.00	$0.00	$3,226.00		
% DISTRIBUTION OF STAFFING	3.7%	18.5%	33.3%	7.4%	37.0%	0.0%			
SUBTOTAL (FC162)							**$3,226.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC163 - MISCELLANEOUS (ROADWAY)									
163.1 TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION									
NARRATIVE, TYPICAL SECTIONS AND DETAILS	1	2	4	2	4		13	1	13
TCP STANDARDS		2	4	2	14		22	16	1
163.2 STORM WATER POLLUTION PREVENTION PLAN (SWP3):									
SWP3 SHEET (If needed)		1	1	1	2		5	1	5
SWP3 LAYOUTS (1"=50') (DOUBLE BANKED)	2	6	8	2	14		32	2	16
SWP3 STANDARDS		1	1	1	1		4	4	1
163.3 COMPUTE AND TABULATE QUANTITIES									
COMPUTE TCP QUANTITIES (60%, 95%, & FINAL)		1	4				5	N/A	N/A
DEVELOP TCP SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE REMOVAL QUANTITIES (60%, 95%, & FINAL)		1	1				2	N/A	N/A
DEVELOP REMOVAL SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE ROADWAY QUANTITIES (60%, 95%, & FINAL)		1	6				7	N/A	N/A
DEVELOP ROADWAY SUMMARY SHEETS		1	2	2	6		11	1	11
COMPUTE SIGNING AND PAVEMENT MARKING QUANTITIES (60%, 95%, & FINAL)		1	2				3	N/A	N/A
DEVELOP SIGNING AND PAVEMENT MARKING SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE SWP3 QUANTITIES (60%, 95%, & FINAL)		1	4				5	N/A	V
DEVELOP SWP3 SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE DRIVEWAY AND INTERSECTION QUANTITIES (60%, 95%, & FINAL)		1	2				3	N/A	N/A
DEVELOP DRIVEWAY AND INTERSECTION SUMMARY SHEETS		1	2	1	2		6	1	6
163.4 CONSTRUCTION COST EST. (60%, 95%, & FINAL)	3	6	8				17	N/A	N/A
163.5 SPECIFICATIONS & GENERAL NOTES:									
SPECIFICATIONS AND SPECIAL PROVISIONS	2	4	4			4	14	N/A	N/A
GENERAL NOTES	1	4	4			4	13	N/A	N/A
HOURS SUB-TOTALS	9	38	65	15	51	8	186	13	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
	$2,016.00	$6,498.00	$7,085.00	$1,770.00	$4,743.00	$616.00	$22,728.00		
% DISTRIBUTION OF STAFFING	4.8%	20.4%	34.9%	8.1%	27.4%	4.3%			
SUBTOTAL (FC163)							**$22,728.00**		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
TEXAS AVENUE

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC164 - PROJECT MANAGEMENT AND ADMINISTRATION									
PROJECT MANAGEMENT & COORDINATION WITH CORR (2HRS/M FOR 14 MONTHS)	7	14				7	28	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS (2HRS/M FOR 14 MONTHS)	9	10		9			28	N/A	N/A
PREPARE INVOICES AND MONTHLY PROJECT PROGRESS REPORTS (14 MONTHS)						14	14	N/A	N/A
ATTEND AND PREPARE FOR FOUR (4) DESIGN MEETINGS	4	4	4	4	4		20	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) PUBLIC MEETINGS - OPEN HOUSE STYLE	8	8	8	2	6		32	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) REHEARSAL/PLANNING MEETINGS	6	6	6	2	4		24	N/A	N/A
ATTEND AND PREPARE FOR UP TO SIX (6) STAKEHOLDER MEETINGS	16	18		2	4	2	42	N/A	N/A
HOURS SUB-TOTALS	50	60	18	19	18	23	188	0	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$11,200.00	$10,260.00	$1,962.00	$2,242.00	$1,674.00	$1,771.00	$29,109.00		
% DISTRIBUTION OF STAFFING	26.6%	31.9%	9.6%	10.1%	9.6%	12.2%			
SUBTOTAL (FC164)							**$29,109.00**		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
TEXAS AVENUE

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 170 - STRUCTURAL									
170.i Alternative Analysis and Preliminary Estimates									
Field Visit to Evaluate Existing Conditions		4	4				8	N/A	N/A
Data Review (Geotechnical & Hydraulic Data incl. 100-yr Floodplain)		4					4	N/A	N/A
Coordinate with RDWY/DRNG to establish preliminary geometrics		4					4	N/A	N/A
Develop preliminary span arrangements for two structure types		8	8				16	N/A	N/A
Preliminary cost estimates		4	8				12	N/A	N/A
170.ii Bridge Layout									
Bridge Layout (1"=40' scale)		10	10		20		40	1	40
Typical Sections		4	16		16		36	1	36
170.iii Bridge Details & Design									
Estimated Bridge Quantity Summary and Bearing Seat Elevations		4	12		12		28	1	28
Foundation Layout and Design		8	12		16		36	1	36
Abutment Details		24	40		80		144	4	36
Bent Details		24	40		80		144	4	36
Framing Plan		4	16		16		36	1	36
Prestr Concrete Girder Unit Plan		4	12		20		36	1	36
Prestr Concrete Girder Unit Typical Section		4	12		20		36	1	36
Bridge Aesthetic Details		12	20		40		72	2	36
IGND Details and Girder Design)		8	16		4		28	1	28
Prepare TxDOT Standards (20 Sheets)		2	2		16		20	20	1
Review General Notes, Specifications & Provisions		4					4	N/A	N/A
Cost Estimates (30%, 60%, 95%, Final)		8	8				16	N/A	N/A
Comment Responses (30%, 60%, 95%)		6					6	N/A	N/A
Review Meetings (30%, 60%, 95%)		9					9	N/A	N/A
Prepare Final Bridge Calculations PDF		4	12				16	N/A	N/A
Pre-Bid and Pre-Construction Meetings		6					6	N/A	N/A
170.iv Retaining Walls									
Wall Layouts (1"=50' scale)		48	120		120		288	8	36
Wall Typical Sections & Details		8	16		72		96	4	24
Wall Aesthetic Details		8	16		40		64	2	32
Estimated Summary of Retaining Walls		2	6		8		16	1	16
RW(MSE)(DD) Design Data (Requires Coordination with Geotech)		2	2		4		8	1	8
Prepare TxDOT Standards (10 Sheets)		2	2		6		10	10	1
170.v AW Grimes Retaining Wall Repair									
Obtain & Review Record Drawings		3					3	N/A	N/A
Prepare Technical Memo of Repair Options		8	8				16	N/A	N/A
HOURS SUB-TOTALS	0	250	418	0	590	0	1258	0	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$0.00	$42,750.00	$45,562.00	$0.00	$54,870.00	$0.00	$143,182.00		
% DISTRIBUTION OF STAFFING	0.0%	19.9%	33.2%	0.0%	46.9%	0.0%			
SUBTOTAL (FC110)							**$143,182.00**		

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC309 - CONSTRUCTION PHASE SERVICES									
Review and approval of shop drawings (beams, panels, joints, forms, MSC wall)		20	20				40	N/A	N/A
Attend preconstruction meeting	6	6	6				18	N/A	N/A
Respond to requests for information (RFIs) 8 RFIs at 2 hrs each	4	4	8				16	N/A	N/A
Provide clarification as requested	4	4	8				16	N/A	N/A
HOURS SUB-TOTALS	14	34	42	0	0	0	90	0	
CONTRACT RATE PER HOUR	$224.00	$171.00	$109.00	$118.00	$93.00	$77.00			
TOTAL LABOR COSTS	$3,136.00	$5,814.00	$4,578.00	$0.00	$0.00	$0.00	$13,528.00		
% DISTRIBUTION OF STAFFING	15.6%	37.8%	46.7%	0.0%	0.0%	0.0%			
SUBTOTAL (FC309)							**$13,528.00**		

DESCRIPTION						**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
FC 110 - ROUTE AND DESIGN STUDIES						59	$8,580.00
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES						43	$5,156.00
FC 120 - PUBLIC INVOLVEMENT & OUTREACH						37	$4,012.00
FC 130 - RIGHT OF WAY DATA & UTILITIES (FC 130)						20	$2,778.00
FC 160 - ROADWAY DESIGN CONTROLS						472	$55,898.00
FC 162 - SIGNING, PVMT. MARK.						27	$3,226.00
FC 163 - MISCELLANEOUS (ROADWAY)						186	$22,728.00
FC 164 - PROJECT MANAGEMENT						188	$29,109.00
FC 170 - STRUCTURAL DESIGN						1258	$143,182.00
FC 309 - CONSTRUCTION PHASE SERVICES						90	$13,528.00
SUBTOTAL LABOR EXPENSES						2380	**$288,197.00**
DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
Mileage (18 miles RT x 15 trips)	mile	270	$0.566				$152.69
Standard Postage	letter	20	$0.50				$10.00
Photocopies B/W (8 1/2" X 11")	each	200	$0.10				$20.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 3 sets of 120 sheets/submittal	each	1080	$0.20				$216.00
Plotting (color on bond Exhibits for meetings)(24"x36")	sf	240	1.25				$300.00
SUBTOTAL DIRECT EXPENSES							**$698.69**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$288,197.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$698.69
GRAND TOTAL	$288,895.69

SUB PROVIDER NAME: Halff Associates

TASK DESCRIPTION	SENIOR RPLS	SURVEY TECH	CADD TECH	CLERICAL	2-MAN SURVEY CREW	GPS EQUIP	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 150 - SURVEY									
Project Control	4	8			16		28		
Design and Construction Surveys	8	40			150		198	N/A	N/A
HOURS SUB-TOTALS	12	48	0	0	166	0	226	0	
CONTRACT RATE PER HOUR	$175.00	$105.00	$85.00	$65.00	$150.00	$30.00			
TOTAL LABOR COSTS	$2,100.00	$5,040.00	$0.00	$0.00	$24,900.00	$0.00	$32,040.00		
% DISTRIBUTION OF STAFFING	5.3%	21.2%	0.0%	0.0%	73.5%	0.0%			
SUBTOTAL (FC110)							**$32,040.00**		

TASK DESCRIPTION	PROJECT MANAGER	SR PROJECT ENGINEER	PE ENGINEER	ENGINEER IN TRAINING	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 161 - DRAINAGE									
Floodplain Analysis	5	15		90		10	120	N/A	N/A
Storm Drain Facilities	4	12		82	36		134	N/A	N/A
HOURS SUB-TOTALS	9	27	0	172	36	10	254	0	
CONTRACT RATE PER HOUR	$225.00	$190.00	$145.00	$110.00	$85.00	$65.00			
TOTAL LABOR COSTS	$2,025.00	$5,130.00	$0.00	$18,920.00	$3,060.00	$650.00	$29,785.00		
% DISTRIBUTION OF STAFFING	3.5%	10.6%	0.0%	67.7%	14.2%	3.9%			
SUBTOTAL (FC110)							**$29,785.00**		

TASK DESCRIPTION	PROJECT MANAGER	SR PROJECT ENGINEER	PE ENGINEER	ENGINEER IN TRAINING	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION									
Meetings and General Project Coordination	10						10	N/A	N/A
HOURS SUB-TOTALS	10	0	0	0	0	0	10	0	
CONTRACT RATE PER HOUR	$225.00	$190.00	$145.00	$110.00	$85.00	$65.00			
TOTAL LABOR COSTS	$2,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,250.00		
% DISTRIBUTION OF STAFFING	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
SUBTOTAL (FC110)							**$2,250.00**		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
TEXAS AVENUE

SUB PROVIDER NAME: Halff Associates

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 150 - SURVEY						226	$32,040.00
FC 161 - DRAINAGE						254	$29,785.00
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION						10	$2,250.00
SUBTOTAL LABOR EXPENSES						264	**$64,075.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
Mileage (18 miles RT x 5 trips)	mile		$0.560				$0.00
Standard Postage	letter		$0.49				$0.00
Photocopies B/W (8 1/2" X 11")	each		$0.10				$0.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each		$0.20				$0.00
							$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**
SUBCONTRACTS:							
SUBCONTRACT SUB-TOTAL							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$64,075.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$0.00
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	$64,075.00

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

SUB PROVIDER NAME: Blanton & Associates, Inc.

TASK DESCRIPTION	ENVIRONMENTAL MANAGER	SR. ARCHEOLOGIST	SR. BIOLOGIST	BIOLOGIST II	ENVIRONMENTAL SCIENTIST I	GIS TECH	TECHNICAL EDITOR	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES										
Draft/final archeological background review	1	32				8	4	45		
Draft/final waters of the U.S. report	4		8	32		16	2	62	N/A	N/A
Draft/final biological resources technical report	8		8	40		8	2	66		
Draft/final letter report addressing hazardous materials	6				24	8	2	40		
Draft PCN	8		16	40		8	2	74	N/A	N/A
HOURS SUB-TOTALS	27	32	32	112	24	48	12	287	0	
CONTRACT RATE PER HOUR	$166.00	$98.00	$120.00	$98.00	$93.00	$75.00	$76.00			
TOTAL LABOR COSTS	$4,482.00	$3,136.00	$3,840.00	$10,976.00	$2,232.00	$3,600.00	$912.00	$29,178.00		
% DISTRIBUTION OF STAFFING	9.4%	11.1%	11.1%	39.0%	8.4%	16.7%	4.2%			
SUBTOTAL (FC110)								**$29,178.00**		

DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES							287	$29,178.00
SUBTOTAL LABOR EXPENSES							287	**$29,178.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**		**COST/UNIT**				
Haz-mat Database Search	per search	1		120				$120.00
Mileage (18 miles RT x 5 trips)	mile	200		$0.560				$112.00
Standard Postage	letter			$0.49				$0.00
Photocopies B/W (8 1/2" X 11")	each	200		$0.10				$20.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each	50		$0.20				$10.00
								$0.00
SUBTOTAL DIRECT EXPENSES								**$262.00**
SUBCONTRACTS:								
SUBCONTRACT SUB-TOTAL								**$0.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$29,178.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$262.00
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	$29,440.00

SUB PROVIDER NAME: Concept Development & Planning, LLC (CD&P)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PUBLIC INVOLVEMENT SPECIALIST	GRAPHIC DESIGN & WEB DEVELOPER	PUBLIC INVOLVEMENT SPECIALIST	JUNIOR PUBLIC INVOLVEMENT SPECIALIST	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 120 - PUBLIC INVOLVEMENT AND OUTREACH							
Public Meetings (assume 2)							
Meeting Planning (logistics, location, facility prep)	1	2		6	8		17
Meeting announcements and notifications		4	6		8		18
Media release and social media posts		4			6		10
Coordination and facilitation of meeting rehearsals (assume 2)	4	8					12
Coordination and facilitation of public meetings (assume 2)	8	8		8	8		32
Development of meeting materials and exhibits		12	16		8		36
Summary report of input received		8	4		12		24
Stakeholder Communications & Outreach							
Development of stakeholder database and regular updates as needed		2			12	12	26
Communication and outreach with stakeholders	2	12		12			26
Coordination, facilitation, and documentation of meetings with stakeholders (up to 6)	2	12		6			20
Webpage							
Draft content for webpage	1	2	4		4		11
Update content as necessary		2	8		4		14
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION (Assume 14 months duration)							
Project management, meetings & team coordination	7	14					21
Progress reporting & invoicing		7		7			14
HOURS SUB-TOTALS	25	97	38	39	70	12	281
CONTRACT RATE PER HOUR	$150.00	$125.00	$90.00	$85.00	$65.00	$55.00	
TOTAL LABOR COSTS	$3,750.00	$12,125.00	$3,420.00	$3,315.00	$4,550.00	$660.00	$27,820.00
% DISTRIBUTION OF STAFFING	8.9%	34.5%	13.5%	13.9%	24.9%	4.3%	
SUBTOTAL							**$27,820.00**

DESCRIPTION						**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
FC 120 - PUBLIC INVOLVEMENT AND OUTREACH						221	$23,550.00
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION						35	$4,270.00
SUBTOTAL LABOR EXPENSES						256	**$27,820.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
Mileage (30 miles RT x 12 trips)	mile	360	$0.535				$192.60
Standard Postage	letter	500	$0.49				$245.00
Photocopies B/W (8 1/2" X 11")	each	100	$0.10				$10.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each	100	$0.20				$20.00
Photocopies color (8 1/2" X 11")	each	400	$0.40				$160.00
Photocopies color (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each	150	$0.80				$120.00
Signage	each	12	$25.00				$300.00
Foam boards	each	10	$70.00				$700.00
Venue, AV, or misc meeting expense	each	1	$250.00				$250.00
							$0.00
SUBTOTAL DIRECT EXPENSES							**$1,997.60**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$27,820.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$1,997.60
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	**$29,817.60**

SUB PROVIDER NAME: Corsair Consulting LLC

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 110 - GEOTECHNICAL INVESTIGATION AND FIELD WORK									
COORDINATE BORING LOCATIONS/DRILLING	2		4				6	N/A	N/A
FIELD PERSONNEL FOR DRILLING OPERATIONS			20				20	N/A	N/A
SOILS CLASSIFICATION AND LAB ASSIGNMENTS		4	4				8	N/A	N/A
PREPARE GEOTECHNICAL REPORT	25	45	55				125	N/A	N/A
PAVEMENT DESIGN	3	15	15				33	N/A	N/A
REVIEW SIGN & SEAL BORING SHEETS	2		2				4	N/A	N/A
HOURS SUB-TOTALS	32	64	100	0	0	0	196	0	
CONTRACT RATE PER HOUR	$177.38	$126.48	$99.52	$99.52	$57.49	$43.12			
TOTAL LABOR COSTS	$5,676.16	$8,094.72	$9,952.00	$0.00	$0.00	$0.00	$23,722.88		
% DISTRIBUTION OF STAFFING	16.3%	32.7%	51.0%	0.0%	0.0%	0.0%			
SUBTOTAL (FC110)							**$23,722.88**		

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - GEOTECHNICAL INVESTIGATION AND FIELD WORK						196	$23,722.88
SUBTOTAL LABOR EXPENSES						196	**$23,722.88**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
2 - Bridge Borings @ 65'							
1 - Pavement Borings @ 10'							
Soil Boring/Rock Coring with TCP (<60 ft.)	lf	150	$35.000				$5,250.00
Soil Boring/Rock Coring with TCP (>60 ft.)	lf	10	$38.000				$380.00
Drill Rig/Crew Mobilization	mile	20	$5.000				$100.00
Mileage	mile	20	$0.560				$11.20
Unconfined Compression Strength (soil)	each	2	$65.000				$130.00
Unconfined Compression Strength (rock)	each	12	$85.000				$1,020.00
Soluble Sulfate Content of soils	each	1	$55.000				$55.00
Determining Liquid Limit in Soils	each	9	$42.000				$378.00
Determining Plastic Limit in Soils	each	9	$42.000				$378.00
Determining the Amount of Material in Soils finer than the 78 micrometer (Minus # 200)	each	9	$50.000				$450.00
Particle Size Analysis of Soils	each	9	$70.000				$630.00
Determining the Moisture Content in Soils	each	44	$13.000				$572.00
One Dimensional Consolidation Properties of Soil	each	1	$430.000				$430.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	each	1	$475.000				$475.00
UU Triaxial Test	each	2	$95.000				$190.00
SUBTOTAL DIRECT EXPENSES							**$10,449.20**
SUBCONTRACTS:							
SUBCONTRACT SUB-TOTAL							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$23,722.88
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$10,449.20
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	$34,172.08

Client#: 155641 AGUIRFIE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2017

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 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	CONTACT NAME: Michelle Weweh & Patty Link	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4512	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: michelle.weweh@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Co. of Amer	25666
INSURED Aguirre & Fields L.P. 12999 Jess Pirtle Sugar Land, TX 77478	INSURER B : Lexington Insurance Company	19437
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			6807G176370	02/10/2017	02/10/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BA7G353760	02/10/2017	02/10/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			CUP007G180451	02/10/2017	02/10/2018	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4542T77016	02/10/2017	02/10/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			031428333	02/07/2017	02/07/2018	$2,000,000 per claim $2,000,000 annl aggr.	

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

The General Liability and Auto Liability policies provide an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Round Rock
221 E. Main Street
Round Rock, TX 78664-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

Liability and Auto Liability policies contain "Primary and Noncontributory" wording with respects to the sole negligence of the named insured, as required by written contract. The General Liability, Auto Liability, Workers Compensation and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier. RE: 130 - City of Round Rock.

EXHIBIT E

Certificates of Insurance

Attached Behind This Page