

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4
COMPENSATION

City shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5
METHOD OF PAYMENT

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

John Dean
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6617
Fax Number (512) 218-5563
Email Address jdean@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:

Rashed T. Islam, P.E., PTOE
Vice President
810 Hesters Crossing, Suite 120
Round Rock, TX 78681
Telephone Number (512) 904-3715
Fax Number (512) 904-3773
Email Address Rashed.islam@hdrinc.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10
SUSPENSION

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

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

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

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16
SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

ARTICLE 23
ENGINEER’S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER’S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Rashed T. Islam, P.E., PTOE
Vice President
810 Hesters Crossing, Suite 120
Round Rock, TX 78681

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

HDR ENGINEERING, INC.

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

1. Provide the following existing data the Owner has on file concerning the project, if available.
 - Available existing “as-built” information, interface data, and construction documents for projects adjacent to, crossing, and/or within study limits;
 - Assistance obtaining required data and information from other local, regional, State and federal agencies;
 - Available Accident Data, Crash Records Information System (CRIS);
 - Travel Demand Models used as part of the previous Transportation Master Plan;
 - Population and employment projections for base, five, ten, and twenty-five year horizons;
 - 2010 Census population data from the US Census Bureau;
 - Available database (with name, address, email and phone number) of stakeholders, neighborhoods and elected officials;
 - Most recent aerial photography of the City of Round Rock;
 - Available 24-hour traffic volume counts for the last 5-10 years;
 - Most recent Geographical Information System (GIS) files from the City and other databases, including aerial mapping and associated data files that show the location of property lines, street curbs, street names, trails, MPO boundary, topography (2' contours), known environmental features, land use, zoning and other features that will be used to develop the Thoroughfare Plan;
 - Maps and or shape files illustrating location of existing shared-use trails and on-street bicycle facilities and sidewalks;
 - Site plans and details of proposed development projects;
 - Round Rock land use and zoning map;
 - Round Rock future water and waste water map showing future development;
 - Right-of-way map along major arterials;
 - Utility maps along major arterials, upon request;
 - Programmed transportation infrastructure improvement projects list;
 - Round Rock Thoroughfare Plan;
 - Available stakeholder and neighborhood contact list;
 - Other previous studies relevant to the project.

2. Provide the following documents to the Engineer for review:
 - 2020 General Plan;
 - All adopted and ongoing City Master Plans;
 - Neighborhood Plans;
 - City Design Manuals;
 - Downtown Parking Initiative;
 - Complete Streets Initiative;
 - Round Rock Bicycle Plan;
 - Round Rock Sidewalk and Trails Plan;
 - Transit Master Plan;
 - Context Sensitive Design Manual;
 - Land Development Code;
 - Zoning and Subdivision Ordinances;
 - Any Master Development Agreements for large infill projects; and
 - Agreements regarding TxDOT roadways.

3. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings, schedule and reserve the meeting location and place the required advertisements.

EXHIBIT A

City Services

4. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
5. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
6. Meet on an as needed basis to answer questions, provide guidance and offer comment.
7. Assist the Engineer with timely review of draft reports and memorandums.
8. Form a technical advisory committee to direct the TMP update process.
9. Meet with HDR at milestones established in the attached "Project Schedule" to review data and solicit comments.

EXHIBIT B

Engineering Services

A systematic work program has been designed to develop an effective and successful City of Round Rock Transportation Master Plan (TMP) Update. The scope of work consists of eight task areas:

1. Project Management;
2. Coordination and Public Participation;
3. Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations;
4. Data Collection and Projections;
5. Travel Demand Model and Corridor Analysis;
6. Development and Evaluation of Multimodal Transportation System Alternatives;
7. Capital Improvements Plan; and
8. Transportation Master Plan Document

This scope of work is directed at addressing current and future transportation issues and utilizes all of the previous work that has been completed for the 2012 Round Rock Transportation Master Plan.

TASK 1 - Project Management

The management of project activities will ensure the efficient and timely delivery of study results. The four objectives for the project management program are scope, cost, schedule, and quality control to be completed through the following subtasks:

Task 1.1 – Progress Reports – HDR will provide the City with monthly progress status reports. Monthly progress reports will include a brief summary of items completed during the month, outstanding issues to be resolved, and items to be completed in the following month. Coordination of project issues with City staff will be conducted as often as needed by either telephone or email.

Task 1.2 – Project Management Plan (PMP) – HDR will prepare a Project Management Plan that includes a detailed work schedule (in Gantt Chart) that will allow for the successful completion of study activities while maintaining adequate opportunity for City comment and review. The PMP will identify dates for key project milestones, meetings, project deliverables, key contacts, and list of data needs. A quality control plan will be developed to establish review procedures throughout the study. This plan will focus on the review of project deliverables.

Task 1.3 – Project Meetings – HDR will meet with City Staff on a monthly basis (or more frequently if required) to discuss project issues or prepare for public meetings or presentations. This is in addition to the Technical Committee meetings described in Task 2.

Task 1.4 – Invoices/Payment Requisitions – HDR will prepare and submit monthly invoices in the format desired by the City. The payment requisitions will include an updated project schedule and the City's payment application form.

Deliverables (electronic format): Progress reports, schedule and payment requisitions as required by the City.

TASK 2 – Coordination and Public Participation

Task 2 will be accomplished with the following subtasks:

Task 2.1 – Public Involvement Plan – HDR and Rifeline will prepare a Public Involvement Plan (PIP) that includes a detailed work schedule that will allow for the successful engagement of public and community stakeholders throughout the development of the TMP. The PIP will identify dates for key project milestones, meetings, project deliverables, key contacts, and list of data needs.

EXHIBIT B

Engineering Services

Task 2.2 – Meetings with Technical Advisory Committee (TAC) – A technical advisory committee will be formed by City staff to direct the TMP update process. HDR will conduct four (4) meetings with the Technical Committee at milestones established in the attached “Project Schedule” to review data and solicit comments. HDR will conduct the four meetings with the TAC as follows:

1. The first meeting will be an orientation/kick-off meeting at the beginning of the project.
2. The second meeting will take place after the existing conditions assessment is completed.
3. The third meeting will be held after the development of recommendations, as shown on the attached “Project Schedule”.
4. The fourth meeting will be held after the project costs estimates and prioritization has been developed.

HDR will coordinate with the Project Manager to find an appropriate location for all meetings.

In addition, HDR, along with the City’s Project Manager will hold coordination meetings with the following agencies: Texas Department of Transportation (TxDOT), Capital Area Metropolitan Planning Organization (CAMPO), Capital Metropolitan Transportation Authority (Capital Metro), Round Rock Independent School District (RRISD), Williamson County, Capital Area Rural Transportation System (CARTS), and up to two (2) other key stakeholders selected by the City during the development of the TMP.

Task 2.3 – City Council and Planning and Zoning Commission Meeting – HDR will attend one (1) meeting each with the City of Round Rock City Council (at Council packet briefing meeting) and Planning and Zoning Commission to present the TMP recommendations.

Task 2.4 – Public/Business Open House – HDR and Rifeline will conduct two (2) project open houses for soliciting public input for the project. The HDR Team will conduct the first open house after completion of the existing condition evaluation and one open house after the development of CIP recommendations. The HDR Team will coordinate with City’s Project Manager to find an appropriate location for the Open Houses. In addition to the Open Houses, HDR will be present at two (2) public events to provide information about the TMP. The public events will be decided based on discussions with City staff.

Task 2.5 – Neighborhood Meeting – In addition to the two open houses, HDR will conduct up to four (4) neighborhood meetings for soliciting public input for the project. The neighborhoods will be decided based on discussions with City staff.

Task 2.6 – Public Input Process – In addition to the two public open houses, HDR will use the following media and public outreach strategies to engage citizens:

- a. Traditional and New Media – The HDR Team will work with the City’s communications staff to prepare and distribute press releases to local media before each open house and (if desired by the City) before the City Council presentation.
- b. Virtual Open House – The HDR Team will create an electronic version of the Open House Presentation Materials for hosting on the City website. This will include opportunities for citizen comment.
- c. Facebook Updates – The HDR Team will coordinate with the City’s communications staff to post regular updates to the City’s established Facebook page. Updates will be posted as appropriate, when new information is available.
- d. Twitter Updates – The HDR Team will coordinate with the City’s communication staff to post regular updates to the City’s established Twitter account. Updates will be posted as appropriate, when new information is available.
- e. Other Materials – The HDR Team will provide presentation material developed under this task for use by City staff as a speaker’s bureau to community groups.
- f. HDR will provide a geocoded google map to record and review public comment collected at public open houses and neighborhood meetings.

EXHIBIT B

Engineering Services

Deliverables (electronic format): Detailed coordination and public participation strategy, reports, schedules and documentation as required by the City.

TASK 3 – Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations

This task involves the review and evaluation of current City documents and plans to identify policies related to transportation, to determine their consistency with the City's General Plan, and their relevance to the TMP. Recommendations for updates and revisions to bring city policies into conformance will be developed.

Task 3.1 – Obtain Existing Documents – The following documents will be provided for review by the City of Round Rock:

- 2020 General Plan;
- All adopted and ongoing City Master Plans;
- Neighborhood Plans;
- City Design Manuals;
- Downtown Parking Initiative;
- Complete Streets Initiative;
- Round Rock Bicycle Plan;
- Round Rock Sidewalk and Trails Plan;
- Transit Master Plan;
- Context Sensitive Design Manual;
- Land Development Code;
- Zoning and Subdivision Ordinances;
- Any Master Development Agreements for large infill projects; and
- Agreements regarding TxDOT roadways.

Task 3.2 – Identify Conflicts and Inconsistencies – HDR will summarize policies related to all aspects of transportation within the documents listed above, prepare a list of conflicts and inconsistencies, and develop recommendations aimed at resolving contradictions and achieving the intent of the TMP. HDR will also identify issues and opportunities related to adopting TxDOT roadways within City limits, identifying facilities that could benefit most from the types of multimodal improvements (e.g., pedestrian, bicycle, transit) that could best be achieved under City control.

Task 3.3 – Provide Recommendations – HDR will include in the TMP a list of recommendations for consideration by the City. Such recommendations could include:

- Land use and urban design policies aimed at reducing automobile dependence;
- Proposed standards for increasing multimodal use of public rights-of-way;
- Streetscape/landscape standards that promote place-making, enhanced aesthetics, capture of run-off and improved water quality;
- Specific standards for improvement of pedestrian and bicycle facilities;
- Subdivision standards aimed at promoting more compact and connected development patterns;
- Strategies for calming traffic and reducing neighborhood conflicts; and
- Identification of critical needed connections or facility deficiencies (vehicular, transit, pedestrian, bicycle, etc.)

Deliverables – (electronic format)

- 1) Report summarizing the review and evaluation of the appropriate documents to include recommendations and strategies for the implementation of the TMP in accordance with the

EXHIBIT B

Engineering Services

documents listed in Task 3.1 above and recommendations for addressing inconsistencies among the documents.

- 2) Coordinate with City's Transportation Criteria Manual re-write Consultant to incorporate these recommended changes for City's adoption and to obtain data for the TMP Update.
- 3) Required updates of the Thoroughfare Plan and map, the Design Manuals, and recommendations to the current Code as it relates to transportation issues. This deliverable will be completed after Task 7.

TASK 4 – Data Collection and Projections

This task involves the identification and inventory of existing data and the collection of additional data needed for the completion of the study. The HDR Team will focus its data collection efforts to address the needs of the TMP.

Task 4.1 – Obtain Available Data – The following data items will be provided by the City of Round Rock:

- Available existing “as-built” information, interface data, and construction documents for projects adjacent to, crossing, and/or within study limits;
- Assistance obtaining required data and information from other local, regional, State and federal agencies;
- Available Accident Data, Crash Records Information System (CRIS);
- Travel Demand Models used as part of the previous Transportation Master Plan;
- Population and employment projections for base, five, ten, and twenty-five year horizons;
- 2010 Census population data from the US Census Bureau;
- Available database (with name, address, email and phone number) of stakeholders, neighborhoods and elected officials;
- Most recent aerial photography of the City of Round Rock;
- Available 24-hour traffic volume counts for the last 5-10 years;
- Most recent Geographical Information System (GIS) files from the City and other databases, including aerial mapping and associated data files that show the location of property lines, street curbs, street names, trails, MPO boundary, topography (2' contours), known environmental features, land use, zoning and other features that will be used to develop the Thoroughfare Plan;
- Maps and or shape files illustrating location of existing shared-use trails and on-street bicycle facilities and sidewalks;
- Site plans and details of proposed development projects;
- Round Rock land use and zoning map;
- Round Rock future water and waste water map showing future development;
- Right-of-way map along major arterials;
- Utility maps along major arterials, upon request;
- Programmed transportation infrastructure improvement projects list;
- Round Rock Thoroughfare Plan;
- Other previous studies relevant to the project.

Task 4.2 – Data Collection – The HDR Team will collect the following data from available resources listed above for verification of the assumptions/input into the travel demand models:

- Population (including projections and current data);
- Employment Data;
- Bicycle Infrastructure;
- Trail & Sidewalk Inventory;
- Traffic counts (24-hour, pedestrian, classification, AM and PM peak turning movement counts at 25 major intersections by Gram Traffic Counting);
- Roadway inventory.

EXHIBIT B

Engineering Services

Task 4.3 – Projections – HDR will review the Travel Demand Model(s) previously completed as part of the current Transportation Master Plan and the existing CAMPO model for accuracy and consistency. HDR will review and verify the model inputs including but not limited to:

- distribution of regional traffic coming in and out of the City;
- population and employment projections at the traffic analysis zone level;
- missing and/or redundant routes;
- modal split; and
- inclusion of Williamson County TMP

HDR will evaluate existing transportation conditions along major roadways in the study area to determine volume to capacity ratio using the calibrated 2010 Base CAMPO Travel Demand Model.

Deliverables (hardcopies of maps as requested and electronic format):

- 1) A technical memorandum summarizing the methodologies for collection and projection of the following technical data. All raw data will be compiled and submitted to the City.
 - a. Traffic Analysis Zones;
 - b. Raw data for traffic counts;
 - c. Population and employment (existing and projected); and
 - d. Updated roadway inventory, roadway classification system map.
- 2) The following maps at a minimum:
 - a. Traffic Analysis Zones;
 - b. Roadway Inventory;
 - c. Roadway Classification; and
 - d. Traffic Volumes.

TASK 5 – Travel Demand Model and Corridor Analysis

The 2040 CAMPO travel demand models will be utilized to obtain regional and local travel demand forecasts. HDR will develop a detailed sub-area model for the City of Round Rock to analyze different alternative scenarios. HDR will verify the estimates for projected population and employment at the census tract and traffic analysis zone levels that were used as inputs to the Travel Demand Model (in Task 4). HDR will develop a No-Build and Build Travel Demand Model for years 2025 and Ultimate in addition to the calibrated 2010 Base Year models. HDR will utilize the updated Travel Demand Model to accomplish the following tasks:

Task 5.1 – Travel Demand Model for Build Condition – Utilizing the calibrated 2010 CAMPO Base Model, HDR will develop a sub-area model for the City to develop traffic forecasts for years 2025 and Ultimate in addition to the 2010 Base Year. Link volumes estimates and intersection turning movement estimates will be extracted from the TDM for utilization in the corridor/intersection analysis.

Task 5.2 – Corridor Analysis – HDR will provide detailed intersection analysis using traffic simulation software (Synchro). A detailed study of traffic operations at up to 25 critical locations along selected corridors will be conducted to determine recommendations for mitigating existing and projected traffic problems. The intersections to be evaluated during this effort will be selected by City staff in coordination with HDR based on the updated travel demand model, currently documented congested locations, existing conditions analysis and public input.

Using existing geometric and traffic volume information described herein, HDR will code the AM and PM peak hour Synchro models to reflect transportation network configurations for existing traffic conditions. Existing condition results will be used as a basis for comparison for future year alternatives. Traffic operations at congested locations will be evaluated to determine short-term improvement solutions that will be included in the near-term Capital Improvement Project list.

EXHIBIT B

Engineering Services

Using the inventory of existing data, newly collected data, and the ultimate results of the calibrated and validated Travel Demand Model, HDR will produce and calibrate the Corridor Simulation models using Synchro for no-build and build conditions for the forecast years (2025 and Ultimate). Corridor forecasts obtained from the travel demand models will be adjusted as necessary to account for alternate routes and multimodal improvements. Potential roadway improvements will be identified as part of corridor/intersection analysis. Anticipated mobility and access improvements will be identified and modeled to determine their impact in improving the future transportation system. Roadway segments identified with a decreasing quality of Level-of-Service will be investigated to determine the cause of the deficiency and a recommendation to alleviate this LOS reduction. Proposed projects/alternatives developed in Task 6 will include all modes of transportation, including vehicular, pedestrian, transit, and bicycle. Movement of freight in Round Rock will also be discussed. Transportation System Management (TSM) and Travel Demand Management (TDM) measures will be investigated, with TSM measures tested for suitability during the Corridor Analysis. Long-term roadway improvements will be developed from the updated travel demand models.

Deliverables (hard copy and electronic formats):

- 1) Travel Demand Model for three scenarios for three (3) years including calculations for volume to capacity ratios;
- 2) GIS shape files of the updated roadway networks;
- 3) All updated travel demand model files; and
- 4) All traffic analysis files.
- 5) A technical memorandum summarizing, at a minimum, the resultant improvements identified by the updated travel demand models and corridor analysis. The memo should include project descriptions and cost estimates and will be referenced to the updated model.

TASK 6 – Development and Evaluation of Multimodal Transportation System Alternatives

All improvements to the transportation system will include multimodal aspects and will be developed in conjunction with complete street principles. Multimodal alternatives will be developed based on the following considerations:

- Intelligent Transportation System (ITS) technologies;
- Context sensitive design;
- Complete streets elements;
- Green streets;
- Pedestrian facilities;
- Bicycle facilities; and
- Public transportation including commuter rail.

Task 6.1 – Identification of Alternatives – HDR and McCann Adams Studio (MAS) will collectively develop a series of alternatives to be carried forward for evaluation. Alternatives will address all modes of transportation as appropriate. The alternatives identification will be based on the items listed above and based on the roadways identified as congested. Alternatives development will incorporate innovative ideas and best practices. Below is a summary of the process to develop alternative improvements for each of the categories listed above:

6.1.1 – Intelligent Transportation Systems (ITS) – HDR will investigate ITS infrastructure currently available to the City and TxDOT or planned for future installation. HDR will develop potential ITS recommendations that can not only assist with travel demand management but can also provide effective travel information to motorists as they make their commute choices.

EXHIBIT B

Engineering Services

6.1.2 – Context Sensitive Design – The HDR Team will develop corridor specific recommendations based on feedback received during the open houses and stakeholder meetings that preserve the character of the respective corridors while enhancing capacity. In addition, the HDR Team will identify policy recommendations that can be considered for city-wide implementation through other transportation/infrastructure projects. Such policies will be aimed at preserving the environmental, scenic, aesthetic, historic, and natural resource values of the area, while ensuring maximum safety and efficiency.

6.1.3 – Complete Streets – Complete Streets allow for safe travel by those walking, bicycling, driving automobiles, riding public transportation, or delivering goods. The HDR Team will analyze current rights-of-way (ROW) along the congested corridors identified in the updated travel demand models and develop recommendations aimed at achieving an appropriate balance between all modes. Particular attention will be given to the potential for enhanced transit, pedestrian and/or bicycle facilities that reduce forecasted travel demand without the need for street widening or ROW acquisition. Alternate routes will be considered to reduce travel demands to protect corridor character and to avoid the need for roadway widening. The HDR Team will also provide recommendations on corridors that were not identified to be congested on how to integrate multimodal aspects within available ROW to implement the “complete streets” elements. In addition, the HDR Team will identify policy recommendations and best practices that can be considered for city-wide implementation through other transportation/infrastructure projects. Such policies could include revisions to the Transportation Criteria Manuals, the City’s subdivision ordinance, and/or to the Land Development Code.

6.1.4 – Green Streets – The HDR Team will identify potential green solutions along major corridors that create aesthetically pleasing locations but also compliment corridor drainage and water quality issues. Possible recommendations could include: the introduction of rain gardens or bio-swales within public ROW to intercept urban run-off and to reduce downstream flooding; landscape and streetscape standards to create a more comfortable and aesthetically pleasing pedestrian environment; and the use of native plantings to reduce the need for irrigation and water consumption. The HDR Team will also identify green solutions and policy recommendations that can be considered for public and private development projects including Low Impact Development strategies that reduce urban run-off, and landscape standards that contribute to street beautification.

6.1.5 – Improved Collector Network – HDR will work closely with City staff and the neighborhoods to identify an improved and connected collector network for the City. The improved network will better distribute travel demand throughout the network rather than on single roadways, resulting in higher vehicles miles traveled. The collector plan will be developed in a manner that preserves community character while discouraging cut-through traffic within neighborhoods.

6.1.6 – Pedestrian Facilities – The HDR Team will review the current sidewalk plan and develop recommendations that complete gaps within the existing system and provide continuity. Standards that meet the criteria of universal access and enhance pedestrian safety and ease of movement at intersections, key activity areas and along neighborhood streets and community activity areas (such as schools) will be evaluated and recommended. The proposed recommendations will enhance the current plan and will facilitate modal shift from single occupant vehicles (SOV) for short distant trips.

6.1.7 – Bicycle Facilities – The HDR team will review the Round Rock Bicycle Plan to provide recommendations for further enhancements that could increase bike ridership and safety, and enhance citywide mobility and regional connectivity. Possible recommendations may include: opportunities for roadway re-striping to gain on-street bike lanes within existing roadways without reducing vehicular capacity; the introduction of buffered or protected bike lanes also known as “cycle-tracks” or shared use paths in parts of the City that have the highest potential for bicycle ridership; and the expansion or improvement of off-street trails between major destinations and/or through public open spaces. The proposed recommendations will be aimed at applying best practices to facilitate modal shift from SOV.

6.1.8 – Public Transit – HDR will incorporate the transit master planning effort currently underway into this TMP. HDR will identify corridors that can provide better through movement with transit service over SOV. Location and features of transit enhancements, such as transit centers, stop

EXHIBIT B

Engineering Services

improvements, and clarification of policies regarding the installation of bus bays, bus shelters and bus shelter amenities will be reviewed in developing recommendations.

Task 6.2 – Evaluation of Alternatives – The HDR Team will conduct an evaluation of the alternatives to develop a long-term multimodal transportation framework. Alternatives including alternative routes/connections will be analyzed in the TDM and as part of the corridor analysis. Assumptions utilized in adjusting travel demand forecasts based on these multimodal alternatives will be documented. Innovative solutions to traditional capacity issues will also be identified for consideration. Evaluation will incorporate the goals and policies of the General Plan, community values, environmental impact and safety aspects.

Deliverables (Hard copy and electronic formats) – A report including, at a minimum: bicycle facilities, pedestrian facilities, public transportation plans with recommendations including best practices for policies; and funding options (including impact fees) as well as innovative solutions for alternatives to traditional capacity issues.

TASK 7 – Capital Improvements Plan

The HDR Team will develop a Capital Improvements Plan, identifying improvements the City will need over the next 25+ years. This task includes a review of current plans and policies relevant to transportation to develop an initial list of roadway improvement projects and transportation related issues of concern to local citizens and staff. The HDR Team will compare already proposed improvements in these documents to existing conditions, and against the projected conditions from the travel demand and corridor analysis models. HDR will also identify issues on an intersection and corridor basis, considering the following: pedestrian access, bike lanes, transit facilities/routes, economic vitality, protection of the environment and city beautification. Using City staff and public input, and the results of all data collection, travel demand model results and corridor analysis results, the HDR Team will develop recommendations for policies to be incorporated into the City's TMP. All travel modes will be addressed, ensuring that the Plan will address the needs of all citizens and visitors to Round Rock. A thoroughfare map illustrating the proposed improvements and timeframe for implementing improvements will be prepared as part of this task.

Task 7.1 – CIP Project List – Based on the analysis and evaluation described in Tasks 5 and 6, the HDR Team will develop a list of recommended CIP projects on an intersection and corridor level.

Task 7.2 – Cost Estimates – The HDR Team will develop probable construction cost estimates for the proposed multimodal improvements identified in Tasks 5 and 6. All assumptions utilized to develop these planning level cost estimates will be documented.

Task 7.3 – Project Ranking Criteria – The HDR Team, in conjunction with City staff, will develop project ranking criteria to evaluate the improvements and to prioritize them based on implementation timeframe. The systematic and detailed analysis used to evaluate potential transportation improvements in Tasks 5 and 6 will provide important information regarding the prioritization of proposed improvements. The analysis will provide policies, a clear systematic evaluation of each scenario, and a recommended ranking order for the alternative scenarios which will be included in the report. This ranking order will be used to prioritize implementation in the short-term (present to year 2020), intermediate range (2020 to 2030) and build-out conditions, based on demand and feasibility. The prioritization will also include identification of the agency or agencies responsible for implementation.

Task 7.4 – Funding Plan – HDR and Prime Strategies will develop a funding strategy to implement the proposed improvements to meet the multimodal mobility challenges for the next 25 years. The HDR Team will evaluate existing funding sources and identify potential new and innovative funding mechanisms to implement the improvements.

EXHIBIT B

Engineering Services

Deliverables (Hard copy and electronic formats):

- 1) Table of proposed projects/alternatives including ranking, cost estimate and year of completion. Key maps of projects will be prepared.
- 2) Matrix summarizing available funding sources, project costs and potential new innovative funding source.

TASK 8 – Transportation Master Plan Document

The findings and recommendations of Tasks 1 through 7 will be summarized and documented in a draft and final City of Round Rock Transportation Master Plan Report. Findings, assumptions, and methodology used in the TMP development will be explained and documented in a Draft and Final Transportation Master Plan. The main document will be designed to be user friendly with clear and concise text supported by high quality graphics and maps that the general public can easily understand. Recommendations will be explained with the minimal use of technical jargon and in ways that clearly explain their intent and value to the community, and their relationship with the General Plan goals. Appendices will provide detailed information and technical back-up to support the recommendations.

All study activity will be documented throughout the duration of the project so as to maintain accurate and consistent records of all data collection, forecast activities, alternative assessments and recommendation development. The HDR Team will address all transportation modes in the Master Plan including autos, bicycles, pedestrians, and transit. This task will be completed with the following subtasks:

Task 8.1 – Summary of Goals and Objectives – HDR will summarize the vision, goals, and objectives for the City of Round Rock TMP for the build-out condition. This task will be accomplished with the extensive input of the Technical Advisory Committee and City staff. The City’s commitment to multimodal transportation solutions and their inter-relationship with other community values expressed in the General Plan (e.g., improved mobility, economic development, health, environmental sustainability, livability, etc.) will be clearly explained and illustrated.

Task 8.2 – Summary of CIP Projects – HDR will summarize the proposed projects for the CIP. Brief information sheets will be prepared for each project and will be included in the Appendix of the report.

Task 8.3 – Summary of Mobility Improvements – HDR will include a summary of the alternatives evaluation process in this section and include a list of improvements that were identified for the TMP.

Task 8.4 – Bicycle and Pedestrian Plan – HDR will include bicycle and pedestrian elements into the roadway cross-sections as needed to guide the future allocation of local resources to address the needs of bicyclists and pedestrians for mobility and safety within the community.

Task 8.5 – Prioritization of Improvements – HDR will include a summary of the prioritization process conducted as part of Task 7 in this section. Tasks 5 and 6 will provide systematic and detailed analysis to evaluate the potential transportation improvements.

Task 8.6 – Draft and Final Reports – A draft report documenting the methodology findings, and recommendations for the study effort, will be prepared and presented for approval. After receiving comments from the City of Round Rock, Appointed Committee, City Council, and Planning and Zoning Commission, a Final Transportation Master Plan Report will be prepared.

Deliverables (Hard copy and electronically in PDF and MS Word format): Draft versions of sections of the TMP will be submitted to the Project Manager electronically in PDF and MS Word format throughout the project as they are completed. These interim reports correspond with final report chapters, which will be organized following consultation with the Project Managers. The final document may be prepared in

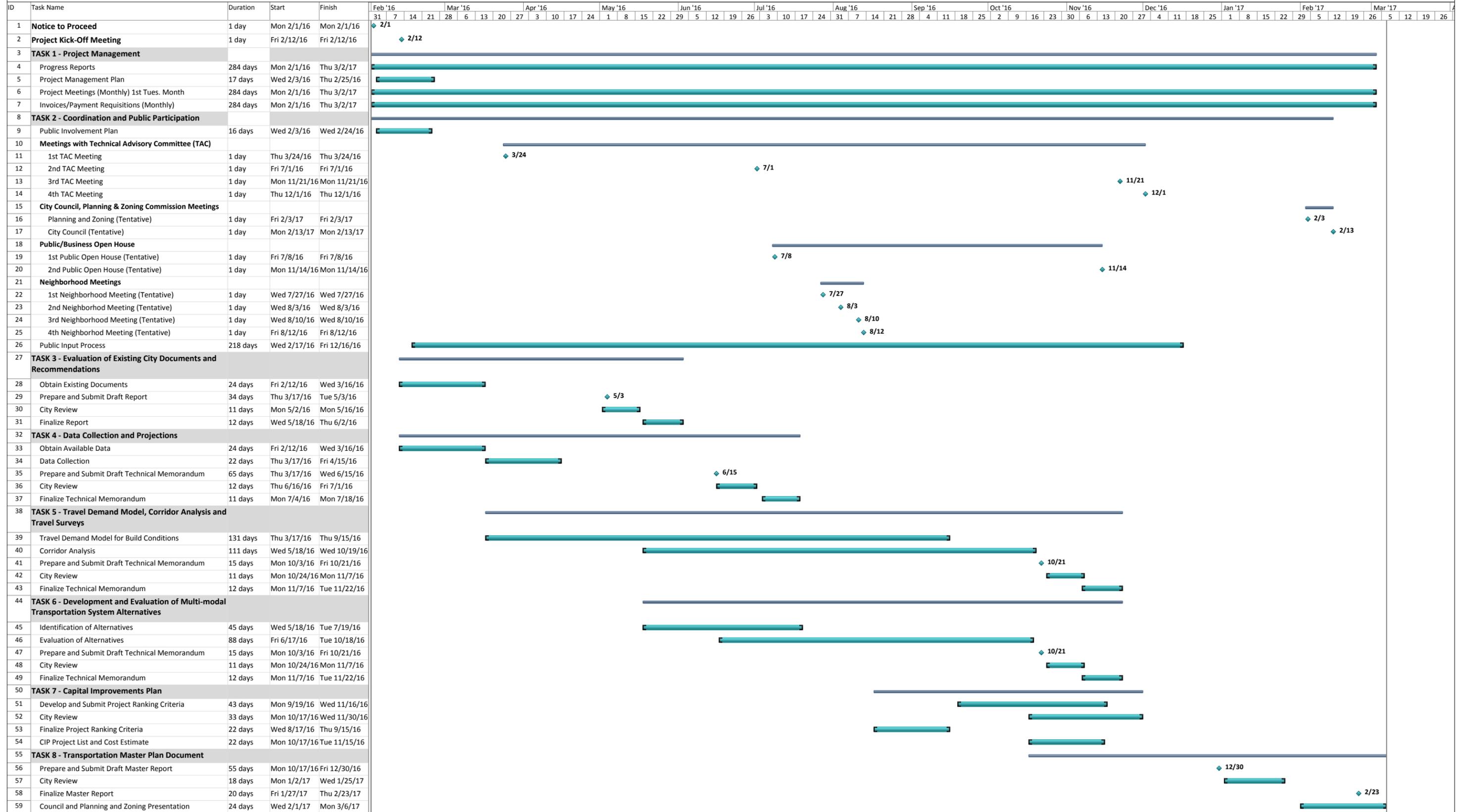
EXHIBIT B

Engineering Services

InDesign to allow for a well structured document with a pleasing and clear visual aesthetic with high quality graphics. The organization for the final Transportation Master Plan Report will be developed in close coordination with the City staff.

A one page document will be prepared to include goals and vision of the transportation master plan and a prioritized project list for distribution to the public.

Exhibit C - Work Schedule
City of Round Rock - Transportation Master Plan Update



Project: CORR_TMP_Schedule.mpt Task: [Legend] Milestone: [Legend] Project Summary: [Legend] External Milestone: [Legend] Inactive Milestone: [Legend] Manual Task: [Legend] Manual Summary Rollup: [Legend] Start-only: [Legend] Deadline: [Legend]

Date: Thu 12/10/15 Split: [Legend] Summary: [Legend] External Tasks: [Legend] Inactive Task: [Legend] Inactive Summary: [Legend] Duration-only: [Legend] Manual Summary: [Legend] Finish-only: [Legend] Progress: [Legend]

**EXHIBIT D
Fee Schedule**

Provider Name	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TASK 8	Direct Expenses	TOTAL COST
HDR Engineering, Inc.	\$19,200.00	\$43,080.00	\$11,160.00	\$39,320.00	\$128,400.00	\$47,200.00	\$29,280.00	\$36,280.00	\$4,080.00	\$358,000.00
Rifeline	\$2,200.00	\$17,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$20,000.00
Prime Strategies, Inc.	\$5,896.00	\$3,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,250.00	\$320.00	\$114.00	\$22,000.00
McCann Adams Studio	\$10,080.00	\$10,320.00	\$25,000.00	\$0.00	\$0.00	\$18,420.00	\$840.00	\$10,340.00	\$0.00	\$75,000.00
Gram Traffic Counting, Inc.	\$0.00	\$0.00	\$0.00	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,560.00	\$10,000.00
UTCTR	\$0.00	\$0.00	\$0.00	\$0.00	\$14,850.00	\$0.00	\$0.00	\$0.00	\$150.00	\$15,000.00
Total Lump Sum Fee	\$37,376.00	\$74,320.00	\$36,160.00	\$39,760.00	\$143,250.00	\$65,620.00	\$42,370.00	\$46,940.00	\$14,204.00	\$500,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR TRAFFIC ENGINEER	SENIOR ROADWAY ENGINEER	DESIGN ENGINEER	EIT	SENIOR GRAPHICS DESIGNER	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	Project Management										
1.1	Progress Reports		6			12				18	\$3,180.00
1.2	Project Management Plan		4			4				8	\$1,560.00
1.3	Project Meetings		24			12				36	\$7,680.00
1.4	Invoices/Payment Requisitions		6			12			40	58	\$6,780.00
2	Coordination and Public Participation										
2.1	Public Involvement Plan		4			4		4		12	\$2,120.00
2.2	Meetings with Technical Advisory Committee (TAC)		24			24		32		80	\$13,840.00
2.3	City Council and Planning and Zoning Commission Meeting		8					8		16	\$3,120.00
2.4	Public-Business Open House		16			16		40		72	\$11,840.00
2.5	Neighborhood Meeting		16			16		20		52	\$9,040.00
2.6	Public Input Process		8					8		16	\$3,120.00
3	Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations										
3.1	Obtain Existing Documents		4			4		8		16	\$2,680.00
3.2	Identify Conflicts and Consistencies		8			8		8		24	\$4,240.00
3.3	Provide Recommendations for Land Development Code		8			8		8		24	\$4,240.00
4	Data Collection and Projections										
4.1	Obtain Available Data		4	8		12		16		40	\$6,520.00
4.2	Data Collection		8	16		40		20		84	\$13,600.00
4.3	Projections		16	20		60		20		116	\$19,200.00
5	Travel Demand Model, Corridor Analysis and Travel Surveys										
5.1	Travel Demand Model for Build Conditions		20	100		100	200	100		520	\$73,000.00
5.2	Corridor Analysis		20	40		100	200	60		420	\$55,400.00
6	Development and Evaluation of Multi-modal Transportation System Alternatives										
6.1	Identification of Alternatives		20	16		40		40		116	\$19,400.00
6.2	Evaluation of Alternatives		20	16		120		20		176	\$27,800.00
7	Capital Improvements Plan										
7.1	CIP Project List		8	4		16		8		36	\$6,160.00
7.2	Cost Estimates		8	8	24	40		20		100	\$16,800.00
7.3	Project Ranking Criteria		4	4		4		8		20	\$3,720.00
7.4	Funding Plan		4		8					12	\$2,600.00
8	Transportation Master Plan Document										
8.1	Summary of Goals and Objectives		4			4		8		16	\$2,680.00
8.2	Summary of CIP Projects		4			4		20		28	\$4,360.00
8.3	Summary of Mobility Improvements		4			8		20		32	\$4,920.00
8.4	Bicycle and Pedestrian Plan		4			8		20		32	\$4,920.00
8.5	Prioritization of Improvements		4			8		20		32	\$4,920.00
8.6	Draft and Final Reports		20			20		40	12	92	\$14,480.00
HOURS SUB-TOTALS		0	308	232	36	700	400	576	52	2304	\$353,920.00
DIRECT LABOR		\$275.00	\$250.00	\$200.00	\$200.00	\$140.00	\$100.00	\$140.00	\$90.00		
TOTAL LABOR COSTS		\$0.00	\$77,000.00	\$46,400.00	\$7,200.00	\$98,000.00	\$40,000.00	\$80,640.00	\$4,680.00		\$353,920.00
SUBTOTAL											\$353,920.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	4150	\$415.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	1000	\$1,000.00
11"x17" B/W Paper Copies	\$0.15	Sheet	4000	\$600.00
11"x17" B/W Color Copies	\$1.50	Sheet	1000	\$1,500.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	1000	\$565.000

SUB-TOTAL DIRECT COST	\$4,080.00
SUB-TOTAL LABOR	\$353,920.00
TOTAL COST	TOTAL LUMP SUM FEE \$358,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: RIFELINE

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PRINCIPAL	VICE PRESIDENT	DIRECTOR	ASSISTANT DIRECTOR	ACCOUNT COORDINATOR	ADMINISTRATION			TOTAL LABOR HRS.	TOTAL LABOR COST
1	Project Management										
1.1	Progress Reports				12		8			20	\$2,200.00
1.2	Project Management Plan									0	\$0.00
1.3	Project Meetings									0	\$0.00
1.4	Invoices/Payment Requisitions									0	\$0.00
2	Coordination and Public Participation										
2.1	Public Involvement Plan	4			10					14	\$2,300.00
2.2	Meetings with Technical Advisory Committee (TAC)	8			16					24	\$4,000.00
2.3	City Council and Planning and Zoning Commission Meeting				12					12	\$1,800.00
2.4	Public/Business Open House	10			20					30	\$5,000.00
2.5	Neighborhood Meeting				12					12	\$1,800.00
2.6	Public Input Process	4			12					16	\$2,600.00
3	Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations										
3.1	Obtain Existing Documents									0	\$0.00
3.2	Identify Conflicts and Consistencies									0	\$0.00
3.3	Provide Recommendations for Land Development Code									0	\$0.00
4	Data Collection and Projections										
4.1	Obtain Available Data									0	\$0.00
4.2	Data Collection									0	\$0.00
4.3	Projections									0	\$0.00
5	Travel Demand Model, Corridor Analysis and Travel Surveys										
5.1	Travel Demand Model for Build Conditions									0	\$0.00
5.2	Corridor Analysis									0	\$0.00
6	Development and Evaluation of Multi-modal Transportation System Alternatives										
6.1	Identification of Alternatives									0	\$0.00
6.2	Evaluation of Alternatives									0	\$0.00
7	Capital Improvements Plan										
7.1	CIP Project List									0	\$0.00
7.2	Cost Estimates									0	\$0.00
7.3	Project Ranking Criteria									0	\$0.00
7.4	Funding Plan									0	\$0.00
8	Transportation Master Plan Document										
8.1	Summary of Goals and Objectives									0	\$0.00
8.2	Summary of CIP Projects									0	\$0.00
8.3	Summary of Mobility Improvements									0	\$0.00
8.4	Bicycle and Pedestrian Plan									0	\$0.00
8.5	Prioritization of Improvements									0	\$0.00
8.6	Draft and Final Reports									0	\$0.00
	HOURS SUB-TOTALS	26	0	0	94	0	8	0	0	128	\$19,700.00
	DIRECT LABOR	\$200.00	\$180.00	\$170.00	\$150.00	\$120.00	\$50.00				
	TOTAL LABOR COSTS	\$5,200.00	\$0.00	\$0.00	\$14,100.00	\$0.00	\$400.00	\$0.00	\$0.00		\$19,700.00
	SUBTOTAL										\$19,700.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	240	\$24.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	50	\$50.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	400	\$226.00
SUB-TOTAL DIRECT COST				\$300.00
SUB-TOTAL LABOR				\$19,700.00
TOTAL COST			TOTAL LUMP SUM FEE	\$20,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: PRIME STRATEGIES, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK #	TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	PLANNER	ADMIN/ CLERICAL						TOTAL LABOR HRS.	TOTAL LABOR COST
1 Project Management												
1.1	Progress Reports		7								7	\$1,120.00
1.2	Project Management Plan										0	\$0.00
1.3	Project Meetings	4									4	\$1,140.00
1.4	Invoices/Payment Requisitions	4	4		16						24	\$3,636.00
2 Coordination and Public Participation												
2.1	Public Involvement Plan	4									4	\$1,140.00
2.2	Meetings with Technical Advisory Committee (TAC)	4									4	\$1,140.00
2.3	City Council and Planning and Zoning Commission Meeting	4									4	\$1,140.00
2.4	Public/Business Open House										0	\$0.00
2.5	Neighborhood Meeting										0	\$0.00
2.6	Public Input Process										0	\$0.00
3 Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations												
3.1	Obtain Existing Documents										0	\$0.00
3.2	Identify Conflicts and Consistencies										0	\$0.00
3.3	Provide Recommendations for Land Development Code										0	\$0.00
4 Data Collection and Projections												
4.1	Obtain Available Data										0	\$0.00
4.2	Data Collection										0	\$0.00
4.3	Projections										0	\$0.00
5 Travel Demand Model, Corridor Analysis and Travel Surveys												
5.1	Travel Demand Model for Build Conditions										0	\$0.00
5.2	Corridor Analysis										0	\$0.00
6 Development and Evaluation of Multi-modal Transportation System Alternatives												
6.1	Identification of Alternatives										0	\$0.00
6.2	Evaluation of Alternatives										0	\$0.00
7 Capital Improvements Plan												
7.1	CIP Project List	4									4	\$1,140.00
7.2	Cost Estimates	2									2	\$570.00
7.3	Project Ranking Criteria	4									4	\$1,140.00
7.4	Funding Plan	24	16								40	\$9,400.00
8 Transportation Master Plan Document												
8.1	Summary of Goals and Objectives										0	\$0.00
8.2	Summary of CIP Projects										0	\$0.00
8.3	Summary of Mobility Improvements										0	\$0.00
8.4	Bicycle and Pedestrian Plan										0	\$0.00
8.5	Prioritization of Improvements										0	\$0.00
8.6	Draft and Final Reports		2								2	\$320.00
HOURS SUB-TOTALS		54	29	0	16	0	0	0	0	0	99	\$21,886.00
DIRECT LABOR		\$285.00	\$160.00	\$150.00	\$116.00							
TOTAL LABOR COSTS		\$15,390.00	\$4,640.00	\$0.00	\$1,856.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$21,886.00
SUBTOTAL												\$21,886.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
MVar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	175	\$17.50
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	40	\$40.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	100	\$56.500
SUB-TOTAL DIRECT COST				\$114.00
SUB-TOTAL LABOR				\$21,886.00
TOTAL COST				\$22,000.00
TOTAL LUMP SUM FEE				\$22,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: MCCANN ADAMS STUDIO

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	URBAN DESIGNER/PLANNER	GRAPHICS						TOTAL LABOR HRS.	TOTAL LABOR COST
1 Project Management											
1.1	Progress Reports	12	0	0						12	\$2,520.00
1.2	Project Management Plan									0	\$0.00
1.3	Project Meetings	36	0	0						36	\$7,560.00
1.4	Invoices/Payment Requisitions									0	\$0.00
2 Coordination and Public Participation											
2.1	Public Involvement Plan									0	\$0.00
2.2	Meetings with Technical Advisory Committee (TAC)	12	0	0						12	\$2,520.00
2.3	City Council and Planning and Zoning Commission Meeting	8	0	0						8	\$1,680.00
2.4	Public/Business Open House	12	12	0						24	\$3,600.00
2.5	Neighborhood Meeting	12	0	0						12	\$2,520.00
2.6	Public Input Process									0	\$0.00
3 Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations											
3.1	Obtain Existing Documents	2	3	0						5	\$690.00
3.2	Identify Conflicts and Consistencies	24	60	19						103	\$11,770.00
3.3	Provide Recommendations for Land Development Code	24	60	30						114	\$12,540.00
4 Data Collection and Projections											
4.1	Obtain Available Data									0	\$0.00
4.2	Data Collection									0	\$0.00
4.3	Projections									0	\$0.00
5 Travel Demand Model, Corridor Analysis and Travel Surveys											
5.1	Travel Demand Model for Build Conditions									0	\$0.00
5.2	Corridor Analysis									0	\$0.00
6 Development and Evaluation of Multi-modal Transportation System Alternatives											
6.1	Identification of Alternatives	40	60	30						130	\$15,900.00
6.2	Evaluation of Alternatives	12	0	0						12	\$2,520.00
7 Capital Improvements Plan											
7.1	CIP Project List									0	\$0.00
7.2	Cost Estimates									0	\$0.00
7.3	Project Ranking Criteria	4	0	0						4	\$840.00
7.4	Funding Plan									0	\$0.00
8 Transportation Master Plan Document											
8.1	Summary of Goals and Objectives	4	0	0						4	\$840.00
8.2	Summary of CIP Projects	4	0	0						4	\$840.00
8.3	Summary of Mobility Improvements	4	0	0						4	\$840.00
8.4	Bicycle and Pedestrian Plan	12	12	0						24	\$3,600.00
8.5	Prioritization of Improvements	2	0	0						2	\$420.00
8.6	Draft and Final Reports	8	8	20						36	\$3,800.00
HOURS SUB-TOTALS		232	215	99	0	0	0	0	0	546	\$75,000.00
DIRECT LABOR		\$210.00	\$90.00	\$70.00							
TOTAL LABOR COSTS		\$48,720.00	\$19,350.00	\$6,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$75,000.00
SUBTOTAL											\$75,000.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
MVar Plots	\$3.00	LF		\$0.00
Digital Onho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet		\$0.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet		\$0.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile		\$0.000
SUB-TOTAL DIRECT COST				\$0.00
SUB-TOTAL LABOR				\$75,000.00
TOTAL COST				TOTAL LUMP SUM FEE \$75,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: GRAM TRAFFIC COUNTING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT MANAGER								TOTAL LABOR HRS.	TOTAL LABOR COST
1	Project Management										
1.1	Progress Reports									0	\$0.00
1.2	Project Management Plan									0	\$0.00
1.3	Project Meetings									0	\$0.00
1.4	Invoices/Payment Requisitions									0	\$0.00
2	Coordination and Public Participation										
2.1	Public Involvement Plan									0	\$0.00
2.2	Meetings with Technical Advisory Committee (TAC)									0	\$0.00
2.3	City Council and Planning and Zoning Commission Meeting									0	\$0.00
2.4	Public/Business Open House									0	\$0.00
2.5	Neighborhood Meeting									0	\$0.00
2.6	Public Input Process									0	\$0.00
3	Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations										
3.1	Obtain Existing Documents									0	\$0.00
3.2	Identify Conflicts and Consistencies									0	\$0.00
3.3	Provide Recommendations for Land Development Code									0	\$0.00
4	Data Collection and Projections										
4.1	Obtain Available Data									0	\$0.00
4.2	Data Collection	4								4	\$440.00
4.3	Projections									0	\$0.00
5	Travel Demand Model, Corridor Analysis and Travel Surveys										
5.1	Travel Demand Model for Build Conditions									0	\$0.00
5.2	Corridor Analysis									0	\$0.00
6	Development and Evaluation of Multi-modal Transportation System Alternatives										
6.1	Identification of Alternatives									0	\$0.00
6.2	Evaluation of Alternatives									0	\$0.00
7	Capital Improvements Plan										
7.1	CIP Project List									0	\$0.00
7.2	Cost Estimates									0	\$0.00
7.3	Project Ranking Criteria									0	\$0.00
7.4	Funding Plan									0	\$0.00
8	Transportation Master Plan Document										
8.1	Summary of Goals and Objectives									0	\$0.00
8.2	Summary of CIP Projects									0	\$0.00
8.3	Summary of Mobility Improvements									0	\$0.00
8.4	Bicycle and Pedestrian Plan									0	\$0.00
8.5	Prioritization of Improvements									0	\$0.00
8.6	Draft and Final Reports									0	\$0.00
	HOURS SUB-TOTALS	4	0	4	\$440.00						
	DIRECT LABOR	\$110.00									
	TOTAL LABOR COSTS	\$440.00	\$0.00		\$440.00						
	SUBTOTAL										\$440.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2.000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mvlar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2 x 11" B/W Paper Copies	\$0.10	Sheet	275	\$27.50
8 1/2 x 11" Color Paper Copies	\$1.00	Sheet		\$0.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour	120	\$6,000.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day	25	\$3,250.00
Mileage	\$0.565	Per Mile	500	\$282,500
SUB-TOTAL DIRECT COST				\$9,560.00
SUB-TOTAL LABOR				\$440.00
TOTAL COST			TOTAL LUMP SUM FEE	\$10,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: UTCTR

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	RESEARCH ENGINEER	RESEARCH ASSOCIATE	RESEARCH ASSISTANT						TOTAL LABOR HRS.	TOTAL LABOR COST
1	Project Management										
1.1	Progress Reports									0	\$0.00
1.2	Project Management Plan									0	\$0.00
1.3	Project Meetings									0	\$0.00
1.4	Invoices/Payment Requisitions									0	\$0.00
2	Coordination and Public Participation										
2.1	Public Involvement Plan									0	\$0.00
2.2	Meetings with Technical Advisory Committee (TAC)									0	\$0.00
2.3	City Council and Planning and Zoning Commission Meeting									0	\$0.00
2.4	Public/Business Open House									0	\$0.00
2.5	Neighborhood Meeting									0	\$0.00
2.6	Public Input Process									0	\$0.00
3	Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations										
3.1	Obtain Existing Documents									0	\$0.00
3.2	Identify Conflicts and Consistencies									0	\$0.00
3.3	Provide Recommendations for Land Development Code									0	\$0.00
4	Data Collection and Projections										
4.1	Obtain Available Data									0	\$0.00
4.2	Data Collection									0	\$0.00
4.3	Projections									0	\$0.00
5	Travel Demand Model, Corridor Analysis and Travel Surveys										
5.1	Travel Demand Model for Build Conditions	40	80	46						166	\$14,850.00
5.2	Corridor Analysis									0	\$0.00
6	Development and Evaluation of Multi-modal Transportation System Alternatives										
6.1	Identification of Alternatives									0	\$0.00
6.2	Evaluation of Alternatives									0	\$0.00
7	Capital Improvements Plan										
7.1	CIP Project List									0	\$0.00
7.2	Cost Estimates									0	\$0.00
7.3	Project Ranking Criteria									0	\$0.00
7.4	Funding Plan									0	\$0.00
8	Transportation Master Plan Document										
8.1	Summary of Goals and Objectives									0	\$0.00
8.2	Summary of CIP Projects									0	\$0.00
8.3	Summary of Mobility Improvements									0	\$0.00
8.4	Bicycle and Pedestrian Plan									0	\$0.00
8.5	Prioritization of Improvements									0	\$0.00
8.6	Draft and Final Reports									0	\$0.00
	HOURS SUB-TOTALS	40	80	46	0	0	0	0	0	166	\$14,850.00
	DIRECT LABOR	\$130.00	\$89.00	\$55.00							
	TOTAL LABOR COSTS	\$5,200.00	\$7,120.00	\$2,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$14,850.00
	SUBTOTAL										\$14,850.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	235	\$23.50
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	70	\$70.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	100	\$56.500

SUB-TOTAL DIRECT COST		\$150.00
SUB-TOTAL LABOR		\$14,850.00
TOTAL COST	TOTAL LUMP SUM FEE	\$15,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION									TOTAL LABOR HRS.
1	Project Management									
1.1	Progress Reports	12	13	0	12	12	0	8	0	57
1.2	Project Management Plan	0	4	0	0	4	0	0	0	8
1.3	Project Meetings	40	24	0	0	12	0	0	0	76
1.4	Invoices/Payment Requisitions	4	10	0	16	12	0	0	40	82
2	Coordination and Public Participation									
2.1	Public Involvement Plan	8	4	0	10	4	0	4	0	30
2.2	Meetings with Technical Advisory Committee (TAC)	24	24	0	16	24	0	32	0	120
2.3	City Council and Planning and Zoning Commission Meeting	12	8	0	12	0	0	8	0	40
2.4	Public/Business Open House	22	28	0	20	16	0	40	0	126
2.5	Neighborhood Meeting	12	16	0	12	16	0	20	0	76
2.6	Public Input Process	4	8	0	12	0	0	8	0	32
3	Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations									
3.1	Obtain Existing Documents	2	7	0	0	4	0	8	0	21
3.2	Identify Conflicts and Consistencies	24	68	19	0	8	0	8	0	127
3.3	Provide Recommendations for Land Development Code	24	68	30	0	8	0	8	0	138
4	Data Collection and Projections									
4.1	Obtain Available Data	0	4	8	0	12	0	16	0	40
4.2	Data Collection	4	8	16	0	40	0	20	0	88
4.3	Projections	0	16	20	0	60	0	20	0	116
5	Travel Demand Model, Corridor Analysis and Travel Surveys									
5.1	Travel Demand Model for Build Conditions	40	100	146	0	100	200	100	0	686
5.2	Corridor Analysis	0	20	40	0	100	200	60	0	420
6	Development and Evaluation of Multi-modal Transportation System Alternatives									
6.1	Identification of Alternatives	40	80	46	0	40	0	40	0	246
6.2	Evaluation of Alternatives	12	20	16	0	120	0	20	0	188
7	Capital Improvements Plan									
7.1	CIP Project List	4	8	4	0	16	0	8	0	40
7.2	Cost Estimates	2	8	8	24	40	0	20	0	102
7.3	Project Ranking Criteria	8	4	4	4	0	0	8	0	28
7.4	Funding Plan	24	20	0	8	0	0	0	0	52
8	Transportation Master Plan Document									
8.1	Summary of Goals and Objectives	4	4	0	0	4	0	8	0	20
8.2	Summary of CIP Projects	4	4	0	0	4	0	20	0	32
8.3	Summary of Mobility Improvements	4	4	0	0	8	0	20	0	36
8.4	Bicycle and Pedestrian Plan	12	16	0	0	8	0	20	0	56
8.5	Prioritization of Improvements	2	4	0	0	8	0	20	0	34
8.6	Draft and Final Reports	8	30	20	0	20	0	40	12	130
	HOURS SUB-TOTALS	356	632	377	146	700	400	584	52	3247

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each	0	\$ -
Hazardous Materials Database Search	\$2,000	each	0	\$ -
CADD Plotting	\$7.50	LF	0	\$ -
Mylar Plots	\$3.00	LF	0	\$ -
Digital Ortho Plotting	\$7.50	LF	0	\$ -
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	5075	\$ 507.50
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	1160	\$ 1,160.00
11"x17" B/W Paper Copies	\$0.15	Sheet	4000	\$ 600.00
11"x17" B/W Color Copies	\$1.50	Sheet	1000	\$ 1,500.00
Turning Movement Counts	\$50.00	Hour	120	\$ 6,000.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day	25	\$ 3,250.00
Mileage	\$0.565	Per Mile	2100	\$ 1,186.50

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

12/10/2015

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).

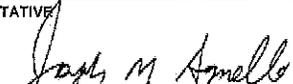
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : American Zurich Insurance Company	40142	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Fire Insurance Company	19682														
INSURER B : Travelers Property Casualty Co of America	25674														
INSURER C : American Zurich Insurance Company	40142														
INSURER D : Lexington Insurance Company	19437														
INSURER E :															
INSURER F :															
INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049															

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13797801 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	37CSEQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	ZUP-10R64084-15-NF (EXCLUDES PROF LIAB)	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0381127	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2015	6/1/2016	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RASHED ISLAM - CORR TMP UPDATE. THE CITY OF ROUND ROCK IS NAMED AS ADDITIONAL INSURED ON GENERAL, AUTO, AND UMBRELLA LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER 13797801 CITY OF ROUND ROCK ATTN: CITY MANAGER 221 E. MAIN STREET ROUND ROCK TX 78664	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 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.