EXHIBIT
"A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: **AGUIRRE & FIELDS, LP** **("Engineer")**
ADDRESS: **7215 New Territory Boulevard, Suite 100, Sugar Land, TX 77479**
PROJECT: **Old Settlers Extension**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1
CITY SERVICES

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

ARTICLE 2
ENGINEERING SERVICES

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

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

ARTICLE 3
CONTRACT TERM

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

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

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

ARTICLE 4
COMPENSATION

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Five Hundred Thirty-Two Thousand Three Hundred Thirty-One and 53/100 Dollars ($532,331.53) 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:

J.C. Montelongo II
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7026
Fax Number (512) 534-1038
Email Address jmontelongo@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:

Victoria Valdez
Project Engineer
7215 New Territory Boulevard, Suite 100
Sugar Land, TX 77479
Telephone Number (512) 609-1503
Fax Number N/A
Email Address victoria.valdez@aguirre-fields.com

ARTICLE 9
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 10
SUSPENSION

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

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

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

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16
SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

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

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

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

ARTICLE 22
INDEMNIFICATION

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Victoria Valdez
Project Engineer
7215 New Territory Boulevard, Suite 100
Sugar Land, TX 77479

ARTICLE 33
GENERAL PROVISIONS

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

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

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or

all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

[signature page follows]

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

AGUIRRE & FIELDS, LP
AGUIRRE, LLC - GENERAL PARTNER

By: _____
Signature of Principal
Printed Name: Oscar R. Aguirre, P.E. 01/22/2020
President

LIST OF EXHIBITS ATTACHED

(1) Exhibit A City Services

(2) Exhibit B Engineering Services

(3) Exhibit C Work Schedule

(4) Exhibit D Fee Schedule

(5) Exhibit E Certificates of Insurance

EXHIBIT A

City Services

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

1) ROUTE & DESIGN STUDIES (FC 110)

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

2) RIGHT OF WAY DATA (FC 130)

i) Provide dedicated Rights-of-Way (ROW) parcel sketches, plats and field notes.
ii) Assist with Rights-of-Entry (ROE) for all adjacent properties if initial request is denied.
iii) Conduct all ROW appraisals and acquisitions. Anticipate 5 to 6 parcels.
iv) Coordination for any temporary construction easements.
v) Coordination for any drainage easements.
vi) Assist with utility adjustments and proposed relocation plans.

3) ROADWAY DESIGN CONTROLS (FC 160)

i) Provide a schematic checklist for use by the Engineer.
ii) Provide review/approval of pavement design.
iii) Provide approval of geometric layout prior to the commencement of design.
iv) Provide example Estimates and hard copy documentation for the Engineer's use in preparing the Estimate, General Notes and Specifications.
v) Provide direction for the creation of Design Cross Sections.

4) PROJECT MANAGEMENT & ADMINISTRATION (FC 164)

i) Provide timeline/schedule confirmation for milestone submittals.
ii) Provide the Engineer with timely reviews and decisions to enable the Engineer to maintain the project schedule.
iii) Provide agreements with property owners for all necessary off-site improvements. Consultant to develop utility agreements with utility providers and City oversight.
iv) Meet with the Engineer on an as-needed basis.
v) Provide payment of all associated application and review fees required for jurisdictional approval of the project.
vi) Provide authorized City staff signature for any required TCEQ application and/or other jurisdictional application submittal required in support of the project. (if available).

EXHIBIT B

Engineering Services

This contract consists of providing preliminary engineering services required for the development of a 30% design schematic. The project limits will begin approximately 650 feet west of Red Bud Ln and end at CR 110, with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. The Old Settlers Extension will consist of an average 100-foot right-of-way, 70 feet of pavement, a bridge structure, retaining walls, curb and gutter, a sidewalk on both sides of the road, and illumination. These services include preparing roadway design alternatives, hydrologic and hydraulic analysis, structural design, traffic engineering and operations including traffic simulations, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services will include utility identification, the development of a Level C/D Subsurface Utility Engineering (SUE) memo and attendance at the City's monthly utility coordination meeting as necessary.

ROUTE & DESIGN STUDIES (FC 110)

1. **ROADWAY DATA COLLECTION & FIELD RECONNAISSANCE**
    i. The Engineer shall collect, review and evaluate the data described below. The City will be notified in writing whenever the Engineer finds disagreement with the information or documents.
        a. All data/findings will be compiled into a project notebook for recordkeeping during file setup.
        b. Data from the City, including "as-built plans", right-of-way maps, and existing easements.
        c. The Engineer shall conduct two (2) field reconnaissance visits.
        d. The Engineer will prepare reconnaissance layout and notes for field visits.
        e. The Engineer shall compile and review photographic record for field visits.

2. **DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR**
    i. The Engineer shall develop roadway design criteria based on draft City of Round Rock and current TxDOT design guidelines.
    ii. The Engineer shall prepare a design summary report for review by the City.
    iii. The Engineer shall coordinate with the City for design criteria concurrence before moving forward with the preliminary analysis.

3. **FLOODPLAIN EVALUATION**
    i. The Engineer will collect and review readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), the State and other governmental agencies in addition to that provided by the City of Round Rock. Atlas 14 data will be the standard. This data will be compared to current USGS rainfall analysis and utilized per coordination with the City.

4. SCHEMATIC DESIGN

i. Water Utility Sleeve Design - Provide preliminary horizontal design of steel water utility sleeve casings for future extensions to serve outparcels directly adjacent to proposed roadway. It is assumed that utility design will be handled at a later phase through supplemental agreement. This task excludes the design of sleeves for wastewater and the design of the actual carrier pipe system.
    a. Sizing of water utility casings based on assumed carrier pipe sizing for cost estimation in accordance with Utility Criteria Manual and TCEQ requirements as necessary.
    b. Horizontal alignment of casings.

ii. QA/QC Final Deliverables – The Engineer shall perform a QA/QC for Schematic Design deliverables.

5. GEOTECHNICAL INVESTIGATION & FIELD WORK

i. The Engineer shall determine boring locations for bridge and retaining wall structures.
ii. The Engineer shall obtain and review existing and available geotechnical and geologic information, perform field reconnaissance of project limits and attend coordination meeting.
iii. The Engineer shall perform borings and obtain soils samples. Borings are estimated to consist of the following:
    a. 9 pavement borings to a depth of 10 feet within the at-grade or fill areas at 500-foot maximum intervals.
    b. 2 bridge borings to a depth of 70 feet within the at-grade or fill areas at 300-foot maximum intervals.
    c. Borings shall occur within the limits of the existing, and future, roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
iv. The Engineer shall perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, California Bearing Ratio (CBR) and sulfate content tests. The Engineer shall provide an estimation of Potential Vertical Rise (PVR) and options to mitigate.
v. The Engineer shall prepare a signed, sealed, and dated Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design and bridge design recommendations.
vi. The Engineer shall develop a recommended pavement design following City of Round Rock draft DACS standards and design criteria. This will include flexible and rigid options to evaluate cost benefits of alternatives.

6. TRAFFIC DATA COLLECTION & FIELD RECONNAISSANCE

i. Traffic Data Collection – the Engineer shall:
    a. Obtain Weekday (7 am – 9 am) and (4 pm – 6 pm) – Peak Hour Turning Movement Counts at the following intersections:
        i. CR 110 at Porano Circle
        ii. Old Settlers Blvd. at Red Bud Ln
        iii. Porano Circle at Porano Circle (internal site road in the Subdivision)

b. Obtain 12-hour tube counts on one Weekday on CR 110 just south of Porano Circle.
c. Obtain historical traffic counts available with the City, if available
d. Obtain Traffic Impact Analysis (TIAs) for Siena MUD Subdivision and other new approved developments in the area.
e. Obtain transportation plan information for area roadways.
f. Obtain daily traffic volume projections on the proposed Old Settlers Blvd. Extension from City's travel demand model.
g. Conduct field reconnaissance of the area to observe existing traffic pattern at the Siena Subdivision.

7. TRAFFIC ENGINEERING & OPERATIONS

i. Traffic Engineering and Operations – The Engineer shall:
   a. Determine historical growth rate for traffic volumes along CR 110.
   b. Estimate peak-hour traffic volumes along proposed Old Settlers Blvd. Extension for 'Build' year. Apply growth rate to the 'Build' year volumes to obtain 20-year and 30-year projections.
   c. Project turning movement volumes at the future intersection of Old Settlers Blvd. Extension and CR 110.
   d. Redistribute traffic volumes for up to three (3) different scenarios and determine appropriate traffic control at the future intersection of Old Settlers Blvd. Extension and Porano Circle.
   e. Develop a Synchro model to determine AM and PM peak-hour operations at up to three (3) intersections for each of the three (3) scenarios.
   f. Conduct signal warrant analysis at the future intersection of CR 110 and proposed Old Settlers Blvd Extension following methodology found in Chapter 4 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Warrant 3 (Peak-Hour Volume) will be analyzed using projected turning movement counts. TMUTCD Warrant 2 (Four-Hour Volume) and Warrant 8 (Daily Volume) will be analyzed using 12-hour roadway segment counts collected in Task II and traffic volume projections.
   g. The Engineer will summarize findings of the traffic study in a technical memorandum.
   h. Deliverables –
      i. Volume projections along Old Settlers Blvd Extension.
      ii. Intersection operation results (3 locations)
      iii. Signal warrant study
      iv. Technical memorandum

SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES (FC 120)

1. ENVIRONMENTAL

i. Cultural Resources Investigation - As Project construction will occur on land owned or managed by The City of Round Rock (a subdivision of the State of Texas), it is subject to the Antiquities Code of Texas (ACT) and the accompanying Rules of Practice and

Procedure, which protects archaeological sites and historic buildings on public land. This scope of work is designed to meet all requirements of the ACT and Section 106 of the National Historic Preservation Act, and includes a background review, the preparation of a Texas Antiquities Permit application for submittal to the Texas Historical Commission (THC), an intensive pedestrian cultural resources survey with subsurface investigations, and a report of results for review by the THC.

a. Background Review – The Engineer will conduct a thorough background archaeological literature and records review of the Project Area. For this research, the archaeologist will search the THC's online Texas Archeological Sites Atlas (Atlas) database for previously recorded surveys and historic or prehistoric archaeological sites located in or near the Project Area. This task will allow the Engineer to identify any areas within the Project Area that contain or have the potential to contain significant, undocumented cultural resources. If necessary, an archaeologist shall search site files, records, and map files housed at the Texas Archaeological Research Laboratory (TARL) and the THC Library. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. As part of the review, the Engineer shall examine the Texas Department of Transportation Historic Overlay, a mapping/geographic information system database with historic maps and resource information covering most portions of the state. Other critical factors that the archaeologist shall examine include the level of previous disturbances, types of soils present, and any obvious standing structures which appear on U.S. Geological Survey (USGS) topographic maps. The archaeologist shall evaluate archaeological potential prior to performing fieldwork with this information. In addition to reviewing archival resources, the Engineer will conduct a preliminary geoarchaeological desktop review of McNutt Creek to determine the appropriate level of effort for the field investigations. The information used for the review will include soil survey maps from the Natural Resources Conservation Services and geological data from Bureau of Economic Geology maps. Additionally, the review will consider the position of the proposed crossing regarding the drainage. The Engineer will also review topographic and aerial imagery, as well as Google Earth Street View, to gauge the size and thickness of alluvial landforms in proximity to the project crossing.
b. Texas Antiquities Permit Application - The archaeological field investigations will require a Texas Antiquities Permit; therefore, the Principal Investigator will prepare a THC permit scope of work and application and submit it to Aguirre & Fields for the City's review and signatures. Once complete, the Engineer shall submit the application with all pertinent project documentation to the THC, the permitting and reviewing agency. The Engineer shall incorporate the results of the background review in the permit application.

c. Cultural Resources Field Investigations - The proposed field investigations will consist of an intensive pedestrian archaeological survey of the Project Area with subsurface investigations as necessary based on field conditions. As part the field investigations, the Engineer will conduct a geoarchaeological assessment of areas with a potential for deeply buried deposits, mainly in terraces along McNutt Creek. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of all cultural resources located within the Project Area. The survey will meet or exceed Secretary of Interior, Council of Texas Archaeologists, and THC archaeological survey standards. Subsurface investigations will involve the excavation of shovel tests, the location of which will be dependent upon variables such as previous disturbances and exposed bedrock. Shovel tests will be approximately 30 centimeters (cm) in diameter and excavated by hand in arbitrary 20-cm levels to 100 cm below surface unless soil characteristics or bedrock preclude reaching that depth. The matrix from each shovel test will be screened through ¼-inch mesh, and the location of each excavation will be plotted using a hand-held Global Positioning System (GPS) unit. Archaeologists will record each shovel test on a standardized form to document the excavations. The Engineer will define and record all discovered cultural resources following standard state and federal guidelines. Recorded sites will be mapped in detail with a GPS unit and plotted on USGS 7.5-minute topographic maps with a GPS unit and appropriate maps for planning purposes. The Engineer will photograph existing standing structures within the Project Area. The Engineer assumes that up to one cultural resources site may be identified within the Project Area. The Engineer is proposing a non-collection survey; artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field, then left in place. This policy may reduce curation costs once the fieldwork is concluded. However, the THC's review process requires that all original paperwork and copies of photographs be curated at an approved repository before the THC will clear the Antiquities Permit. The Engineer will curate the required paperwork and photographs at TARL at the University of Texas-Austin.

d. Reporting and Agency Coordination - Upon completion of the field investigations phase, the Engineer will prepare a report of the survey findings that will conform to THC and Council of Texas Archaeologists standards. The report will document previous investigations in the area, background cultural and environmental settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the field investigations, recommendations on the need for any further work, and the potential significance of the cultural resources in regards to future development and eligibility for designation as SALs or for listing on the NRHP. The

Engineer will submit a digital draft copy of the report to Aguirre & Fields for review and comment prior to agency submittal. Once this has been accomplished, the Engineer will incorporate all appropriate edits and will submit a draft report to THC for review and comment. Once the draft report has been reviewed and accepted by the THC, the Engineer will prepare one unbound copy and two tagged PDF copies of the report on archival-quality CD or DVD for submittal to the THC; if sites are discovered during the survey, one PDF will retain sensitive site maps and the other will not. Finally, the Engineer will submit 12 bound copies to various designated libraries around the state, in fulfillment of permit requirements.

e. Deliverables –
    i. Draft Texas Antiquities Permit and Archeological Background Study Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the document and submit all deliverables electronically to the City.
    ii. Draft and Final Archaeological Intensive Survey Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the document and submit all deliverables electronically to the City.
    iii. Two hardcopies and one electronic copy of the Final Archeological Background Study Report that includes concurrence from the Texas Historical Commission.

ii. Threatened and Endangered Species Habitat Assessment and Impacts Analysis - the biologists will conduct a habitat assessment describing vegetation communities and evaluate the potential for those communities to provide habitat for federal or state-listed threatened and endangered species. Upon completion of the fieldwork, the biologist will prepare a report that provides our opinion of the potential for the habitats present within the Project Area to support protected species

    a. Deliverables –
        i. Draft and Final Threatened and Endangered Species Habitat Assessment and Impact Analysis Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the biologist will revise and finalize the document and submit all deliverables electronically to the City.

iii. Aquatic Resources Delineation and Report – the biologist will identify, characterize, and delineate aquatic resources (McNutt Creek, wetlands, and other open waters) within the Project Area that might meet the definition of a water of the U.S. The biologist will conduct this work pursuant to current U.S. Army Corps of Engineers (USACE) methodologies and in accordance with guidance provided by the USACE Forth Worth District Regulatory Branch. The biologist will conduct a field investigation of the Project Area to verify desktop findings and assess the presence or absence of hydric soils, wetland vegetation, and wetland hydrology. The biologist anticipates that it will take

one to two days in the field to accomplish this task. Any waterbodies identified in the field will be characterized with respect to type and condition, and the likely jurisdictional boundaries will be captured with resource-grade GPS equipment (e.g. Trimble Geo XH or similar). Upon completion of the field survey, the biologist will prepare an aquatic resources delineation report, which will identify and describe likely jurisdictional areas occurring within the Project Area. The report will describe the conditions of the Project Area, the methods used during the delineation, and the results of the investigations. The report will also include field data sheets, mapping, representative photos of the site, and photos of each sample point. Upon completion of this report, the biologist will provide a draft electronic version to Aguirre & Fields for review and comment. The biologist will assume one round of review and comment with Aguirre & Fields prior to completing the final report. The biologist will submit to Aguirre & Fields one electronic PDF of the aquatic resources delineation report.

a. Deliverables –
    i. Draft and Final Aquatic Resources Delineation Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the biologist will revise and finalize the document and submit all deliverables electronically to the City.

iv. Phase I Environmental Site Assessment – the Engineer will prepare a Phase I Environmental Site Assessment (ESA) for the Project Area in accordance with the American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate, E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ESA will also be completed in accordance with the U.S. Environmental Protection Agency's All Appropriate Inquiry standards amended in 2013. Preparation of the Phase I ESA will consist of the following tasks:

a. Records Review – the Engineer will review recent aerial photography and topographic maps, in order to identify operations or activities that may have caused the release of hazardous substances into the environment. The Engineer will review copies of previously prepared environmental reports, environmental compliance audits, environmental permits, environmental liens and activity and use limitations (AULs), and other available environmental documents (if available). As part of the review process, the Engineer will summarize the regional hydrogeological, geographic, and physiographic characteristics of the Project Area. Additionally, the Engineer will review a search of available state and federal regulatory databases to determine whether the Project Area or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. The need for additional in-person regulatory file review is not anticipated, but would be conducted on a time and materials basis, only when necessary, and provided that such files are publicly and readily available. The Engineer will not obtain a 50-year chain-of-title report under this scope of work. The Engineer will, however, review chain-of-title reports, if available.

b. Interviews - If site contact and/or property owner contact information is made available by Aguirre & Fields, the Engineer will contact adjacent landowners via a mailed or emailed landowner questionnaire for those with contact information available. If any responses are received too late to be addressed in the report but offer information pertinent to the findings discussed in the report, the Engineer will provide an addendum letter. Site Reconnaissance – the Engineer personnel will conduct a reconnaissance of the Project Area and adjacent properties to visually identify and photograph areas with potentially recognized environmental conditions and to document current Project Area conditions. Offsite residences, farm operations, and other features will be mapped and described if they are pertinent but will not be observed in detail or described in detail except as warranted. A general discussion of how those features relate to potential contamination will be included in the report if appropriate.

c. User-Provided Information - User-provided information is an essential component of a Phase I ESA and includes items such as copies of any previous Phase I ESAs or other relevant environmental documents, a completed Phase I ESA User Questionnaire, the reason why the Phase I ESA is being performed, access to the Project Area, and contact information for current or past owners or land users. The ASTM standard states the user is responsible for completing a search of recorded land-title records and judicial records for environmental liens and AULs. If the user opts not to search for liens and AULs, this would be noted as a limitation of the report. The user of the report is defined as the party seeking to use ASTM Standard E 2247-16 to complete a Phase I ESA of the property.

d. Report Generation – the Engineer will summarize and document the Phase I ESA findings in one report. Sections within the report will include: 1) an introduction and description of the scope of work; 2) a description of the Project Area; 3) a summary of the Project Area history, including interviews and user-provided information; 4) a regulatory database review; 5) a description of the Project Area reconnaissance; and 6) report findings and conclusions. Report limitations and literature cited will also be included. Figures willinclude 1) a regional Project Area location map and 2) aerial photography with mapped points of interest. Where applicable, report appendices could include: 1) environmental database records and supplemental data; 2) documentation of interviews and other correspondence; 3) select Project Area photographs; 4) applicable Project Area history and prior-use documentation; and 5) copies of relevant environmental reports that have been previously prepared for the site. The Engineer will provide Aguirre & Fields with an electronic, draft report in PDF form to review prior to finalizing the report. The Engineer will respond to one round of comments. Once comments or approval to finalize the report have been received, an electronic copy of the final report in PDF format, including color figures and photographs, will be provided to Aguirre &

Fields within one week of receiving comments.

i. Deliverables –

1. Draft and Final Phase I ESA. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the document and submit all deliverables electronically to the City.

v. Underground Storage Tank Removal Investigations - An existing underground storage tank (UST), which appears to have been installed sometime between 2012 and 2013, is located within the boundaries of the Project Area at 4450 East Old Settlers Boulevard. The Engineer proposes the following tasks to remove the existing UST and associated pipe chase and dispenser pumps and evaluate the absence or presence of constituents of concern in soil from a possible past release. This scope was prepared to comply with the Texas Commission on Environmental Quality (TCEQ) Regulatory Guidance Document RG-411, Investigating and Reporting Releases from Petroleum Storage Tanks (PSTs), for tank systems being removed. The scope of services will include:

a. The Engineer personnel will provide field coordination and oversight during the removal of the existing UST and associated pipe chase and dispensers.
b. Soils extracted from the tank hold and pipe chase will be field screened using a photoionization detector (PID).
c. A maximum of 21 soil samples will be collected within the tank hold, along the associated pipe chase, adjacent to each dispenser, and of the stockpiled backfill material.
d. If groundwater is observed within the tank hold during the removal process, one water sample will be collected from the water within the tank hold for laboratory analysis.
e. The soil/groundwater samples collected for laboratory analysis will be analyzed for Total Petroleum Hydrocarbons (TPH) by Texas Method 1005 and benzene, toluene, ethylbenzene, and xylenes (BTEX) with methyl tertiary butyl ether (MTBE) by Environmental Protection Agency (EPA) Method SW 846 8260B.
f. If TPH >C12 is detected, the sample with the highest TPH concentration will be analyzed for polycyclic aromatic hydrocarbons (PAH).
g. Analytical results will be compared to the TCEQ's Texas Risk Reduction Program (TRRP) Tier 1 Residential Protective Concentration Limits (PCLs).
h. If analytical results are reported above their respective TCEQ TRRP Tier 1 Critical PCL, the soil sample with the highest concentration of that constituent will be analyzed subsequent to synthetic precipitation leaching procedure extraction by EPA method SW 846 1312.
i. Deliverables –

i. Draft and Final PST Program's Release Determination Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the

document and submit all deliverables electronically to Aguirre & Fields. The final report will need to be submitted to the TCEQ.

vi. The Engineer shall prepare up to 4 environmental plan exhibits for others.

vii. The Engineer shall coordinate with the State and other environmental entities.

2. PUBLIC INVOLVEMENT & OUTREACH

i. Public Meetings – the Engineer will plan, schedule, conduct, and facilitate two public meetings in an open house format, to share project information with, and collect feedback from citizens and stakeholders after preliminary analysis and the final geometric design. The meetings will present concepts and options the existing conditions, and potential project layout and designs to the public, and gather input. The Engineer will coordinate with the City of Round Rock and the Project Team on meeting logistics, development of meeting announcements and notifications, coordination and participation in a meeting rehearsal prior to each public meeting, and facilitation of both public meetings. The Engineer will identify opportunities to promote the meeting through advertisements, mailers, social media, outreach in community centers and stakeholder meetings, and signage. The Engineer will develop informative and appropriate meeting materials and exhibits such as displays, presentation slides, and project handouts. Following both public meetings, the Engineer will document and report on meeting attendance and input received from the public.

   a. Tasks and deliverables:

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

ii. Stakeholder Communications & Outreach - Outreach will be conducted to contact those that live near the project limits, travel in the area, and other groups and organizations that may be interested in the project. The Engineer will coordinate with the City for current contacts that may be interested in the project and will update and maintain a project database throughout the project. All contacts will be added to a stakeholder database that will be updated throughout the project and include neighborhood contacts, MUD contacts, City contacts, nearby businesses, elected/public officials, and any interested individuals. The Engineer will assist the City with responses to questions and comments from stakeholders in a timely manner and maintain a communication log of all outreach efforts. The Engineer's representative will reach out to individuals or businesses that may be impacted and if needed facilitate meetings.

   a. Tasks and deliverables:

      1. Develop and maintain a stakeholder database
      2. Communication and outreach with stakeholders including a log of all communications
      3. Coordinate, facilitate, and document up to eight (8)

one-on-one, neighborhood group, or MUD meetings

iii. Webpage – The Engineer will develop content for a project webpage on the City's website. It will include project information, information on how to get involved and share input, project contact information, project materials and all materials from public meetings. The Engineer will provide updated content and coordinate with the City for posting, as needed, throughout the project.
    a. Tasks and deliverables:
        1. Develop draft content and coordinated posting with the City
        2. Updated content as needed throughout the project
iv. The Engineer will prepare plan exhibits for use at public meetings.

RIGHT OF WAY DATA (FC 130)

1. RIGHT OF WAY MAP

i. The Engineer shall evaluate existing and identify proposed Right-of-Way.
ii. The Engineer shall determine if utility easements are required.
iii. The Engineer shall determine if construction easements are required.
iv. The Engineer shall prepare a level C/D SUE memo to determine potential utility conflicts.

2. FIELD SURVEYING

i. Establish horizontal and vertical control:
    a. The Engineer shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of Practice for Surveying.
    b. The Engineer will recover existing or establish new survey control sufficient to complete the project. Final Horizontal coordinates will be provided in the Texas State Plane Coordinate System, Central Zone (4203) in US Survey Feet on the NAD83 (2011) datum. Vertical positions should be provided on NAVD88 datum.
ii. Right-of-Way/Boundary Surveys
    a. Research Williamson Central Appraisal District records and develop ownership spreadsheet.
    b. Send right-of-entry letters to all owners where the need for access is anticipated, allowing for all professions.
    c. Obtain and review deeds/plats pertaining to both subject and adjacent properties identified from Williamson Central Appraisal District records.
    d. Build abstract map showing record property lines and any plottable easements referenced in record deeds/plats.
    e. Locate existing ROW/boundary monumentation.
    f. Perform calculations and analysis to re-establish existing

ROW/boundary lines.

g. Obtain and review Title Commitments to subject properties to identify and plot recorded easements.

iii. Topographic Design Survey

a. Perform field survey of the proposed alignment, approx. 700 feet west of Red Bud Ln. to the east ROW line of C.R. 110, a total of ±4,850 lineal feet, and extending up to 300 feet in each direction along existing roadways (±40 Ac.)
b. Driveway and street/county road data - collect type of surface (asphalt, concrete, seal coat, gravel, dirt, etc.), with or without culvert, type of culvert pipe, size, length, with or without Safety End Treatment (SET).
c. Obtain break lines and spot elevations sufficient for 1ft contour intervals.
d. Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
e. Field tie above ground visible improvements.
f. Locate trees 8-inches and greater. The critical root zones (tree circles) will be shown in accordance to COA standards, unless other local or specific standards are provided
g. Behind curbs, tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features to the right-of-wayline (i.e. edges of pavement, curbs and gutter, sidewalks every 50 feet, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies. One-call will be notified prior to acquisition of survey. The Engineer shall not be liable for utilities not identified as part of the one-call at the time of survey. Note: does NOT include tying irrigation heads; irrigation heads are often below the grass and not readily visible/locatable.
h. Provide spot elevations at center point of manhole covers and access vaults outside of pavement.
i. Process field collected data for field survey.
j. Perform quality control for survey requirements.
k. Extract spot elevations and break lines into DTM.
l. Extract and prepare triangulated irregular network into DTM.
m. Load 1-foot contour information.

3. SUBSURFACE UTILITY ENGINEERING (SUE)

i. The Engineer will perform Quality Level-C and Quality Level-D SUE in accordance with CI/ASCE 38-02 'Standard Guideline for the collection and depiction of existing subsurface data.' Quality Level-B and Quality Level-A SUE are not included in this scope of services. This standard defines the following quality levels:

a. Quality Level-D: Information derived from existing records or oral recollections.
b. Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

ii. The Engineer will prepare an Existing Utility Contact List and Memo. The Engineer will prepare for and attend up to two (2) coordination meetings with the transmissionline

power provider and one (1) coordination meeting with CORR.

iii. The Engineer will prepare a Utility Conflict Matrix. The Engineer will review project design information for existing and potential utility conflicts and populate into conflict analysis spreadsheet.

ROADWAY DESIGN CONTROLS (FC 160)

1. PRELIMINARY ANALYSIS

i. The Engineer shall identify and analyze schematic alternatives to minimize potential adverse impacts, right-of-way acquisition, major utility conflicts, structural impediments, or exceptions to the design criteria.

a. The Engineer shall produce up to 2 preliminary/conceptual alternatives and 1 geometric layout (1"=100'). Preliminary analysis shall include, but not be limited to the following:

i. ROW determination
ii. Horizontal alignment
iii. Vertical alignment
iv. Pavement cross slopes and pavement type
v. Intersection design and analysis
vi. Sign distance
vii. Level-of-service
viii. Locations of critical constraints
ix. Drainage

b. Geometric Layout shall include proposed horizontal and vertical improvements.

c. The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, barriers, bridge superstructure, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.

d. The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, and environmental mitigation requirements.

e. The Engineer shall develop up to 2 preliminary cost estimates using current pricing for relative construction items (City of Round Rock/TxDOT).

f. The Engineer shall submit a pdf Geometric Layout for City approval.

2. FINAL GEOMETRIC LAYOUT

i. A roll plot depicting plan & profile will be created at 1"=100'.

a. Sheets will include proposed and existing appurtenances.

b. Proposed horizontal curvature and profile grade line will meet a 45 mph design speed.

c. Sidewalks and ADA ramps will be included.

d. Driveway/Access to the Siena Subdivision will be finalized after preliminary analysis.

ii. The Engineer shall coordinate with the City/adjacent projects in order to incorporate the adjacent project at Red Bud Ln into the final geometric layout.

3. CUT AND FILL QUANTITIES

i. Existing and proposed cross sections at 50-foot intervals will be created to determine cut and fill quantities.
ii. Open Roads will be used to model the proposed roadway in order to calculate quantities.

4. PAVEMENT DESIGN

i. The Engineer shall incorporate pavement design into the proposed typical sections.

5. QA/QC

i. The Engineer shall perform QA/QC during both the preliminary analysis and final geometric layout stages of the project.

6. DELIVERABLES

i. Preliminary geometric layout for up to 2 alternatives (1"=100').
    a. Roll plot to include:
        i. Mainlane roadway alignment
        ii. Proposed vertical profile
        iii. Pavement edges, face of curbs and shoulder lines
        iv. Typical sections of existing and proposed roadways
        v. Proposed structure locations (including wildlife crossings and fencing structures)
        vi. Preliminary ROW requirements and control-of-access locations
        vii. Direction of traffic flow and number of lanes on all roadways
        viii. Existing and projected traffic volumes
        ix. Existing utilities
ii. Preliminary cost estimate for up to 2 geometric layout alternatives.
iii. Final geometric layout (1"=100').
iv. Finalized 30% cost estimate.

DRAINAGE (FC 161)

1. DRAINAGE

i. H&H Analysis - Cross Drainage Analysis - Field Reconnaissance will include up to two (2) site visits to observe current drainage patterns, outfall channels, cross drainage, and land development adjacent to the proposed project area. Collect available data including GIS data and maps and previous H&H models for Upper Brushy Creek watershed considered to be best available data from the City. Scour analysis in not included in this phase of the project and will be conducted in the next phase for the proposed bridge crossing. Effort for detention analysis, water quality analysis, and FEMA C/LOMR preparation are not included in this scope of work.
    a. Validate and utilize Upper Brushy Creek watershed study H&H models

to analyze proposed crossing at McNutt Creek and conduct site visit.

b. Conduct bridge crossing drainage analysis and potential flood risk analysis to adjacent properties for the 10-, 25-, 50-, 100-year and ultimate 100-year storm events for up to two road crossing options. Bridge profile and layout will be provided by Aguirre & Fields.
c. Engineer will determine effects of NOAA Atlas 14 rainfall data and recommend a freeboard to be applied at the McNutt Creek crossing.
d. Determine flood mitigation solutions that will demonstrate no adverse impacts to adjacent properties. Up to two mitigations solutions are estimated in this proposal. The Engineer will work closely with Aguirre & Fields road and bridge engineers to develop a mitigation to show no adverse impacts.
e. Meet with City Floodplain Administrator and Transportation staff to discuss the findings of proposed mitigation solutions and obtain guidance from the City (assume two meetings). If a no adverse impact cannot be achieved, then a supplemental agreement will be required if a FEMA C/LOMR submittal is required.
f. Prepare cross drainage documentation for the Preliminary Drainage Report and revise with City review comments (one review iteration assumed.)

ii. Storm System Schematic Design - Provide preliminary horizontal design of roadway storm system, including:

a. Sizing of storm system trunk line.
b. Horizontal alignment of storm trunk and outfall location(s).
c. Conduct hydrological analysis of proposed roadway improvements to provide flows produced by 10-, 25-, 50-, and 100-year storm events for incorporation into H&H model.
d. Evaluate cross culverts in project area for potential negative effects due to proposed roadway improvements. This item assumes identification of culverts and potential effects. Design of effected culverts is not included.
e. Provide preliminary estimate of probable construction costs with schematic level quantities and unit pricing from TXDOT Austin District and/or other local/city projects with similar items of work.

PROJECT MANAGEMENT & ADMINISTRATION (FC 164)

1. GENERAL ADMINISTRATION

i. Prepare invoices and monthly written progress reports for the project.
ii. The Engineer shall perform project management duties and coordination with the City.
iii. The Engineer shall perform project management duties and coordination with subconsultants.
iv. The Engineer shall perform project management duties and coordination with adjacent projects.

2. MEETINGS

v. The Engineer has provided for four formal design meetings. (Project kick off, geometric layout review meeting, and up to 2 review and/or coordination meetings.)
vi. The Engineer will attend and prepare for 2 open house style public meetings.
vii. The Engineer will attend and prepare for 2 rehearsal/planning meetings (one before each public meeting).
viii. The Engineer shall attend and prepare for up to 8 stakeholder meetings.

STRUCTURAL (FC 170)

1. PRELIMINARY ANALYSIS

i. Alternative Analysis and Preliminary Estimates - The Engineer shall complete a site visit and evaluate existing conditions, geotechnical and hydraulic data to prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge structure type for vertical clearance over the waterway; (2) the optimum bridge structure length versus roadway embankment, pavement, soil stabilization and retaining walls. The Engineer will meet with the City to discuss bridge options. Discussion will be on potential options for this location.
ii. The Engineer shall investigate and coordinate to avoid impacts to existing dam near the proposed bridge structures.
iii. The Engineer shall prepare up to 2 preliminary bridge layouts.

2. FINAL GEOMETRIC LAYOUT

i. Based on input from the City, the Engineer shall finalize the bridge layout and retaining wall limits (1”=100’).
ii. The Engineer shall develop proposed bridge typical sections.
iii. The Engineer shall finalize the cost estimate based on the preferred bridge structure alternative.

SUMMARY OF FINAL DELIVERABLES

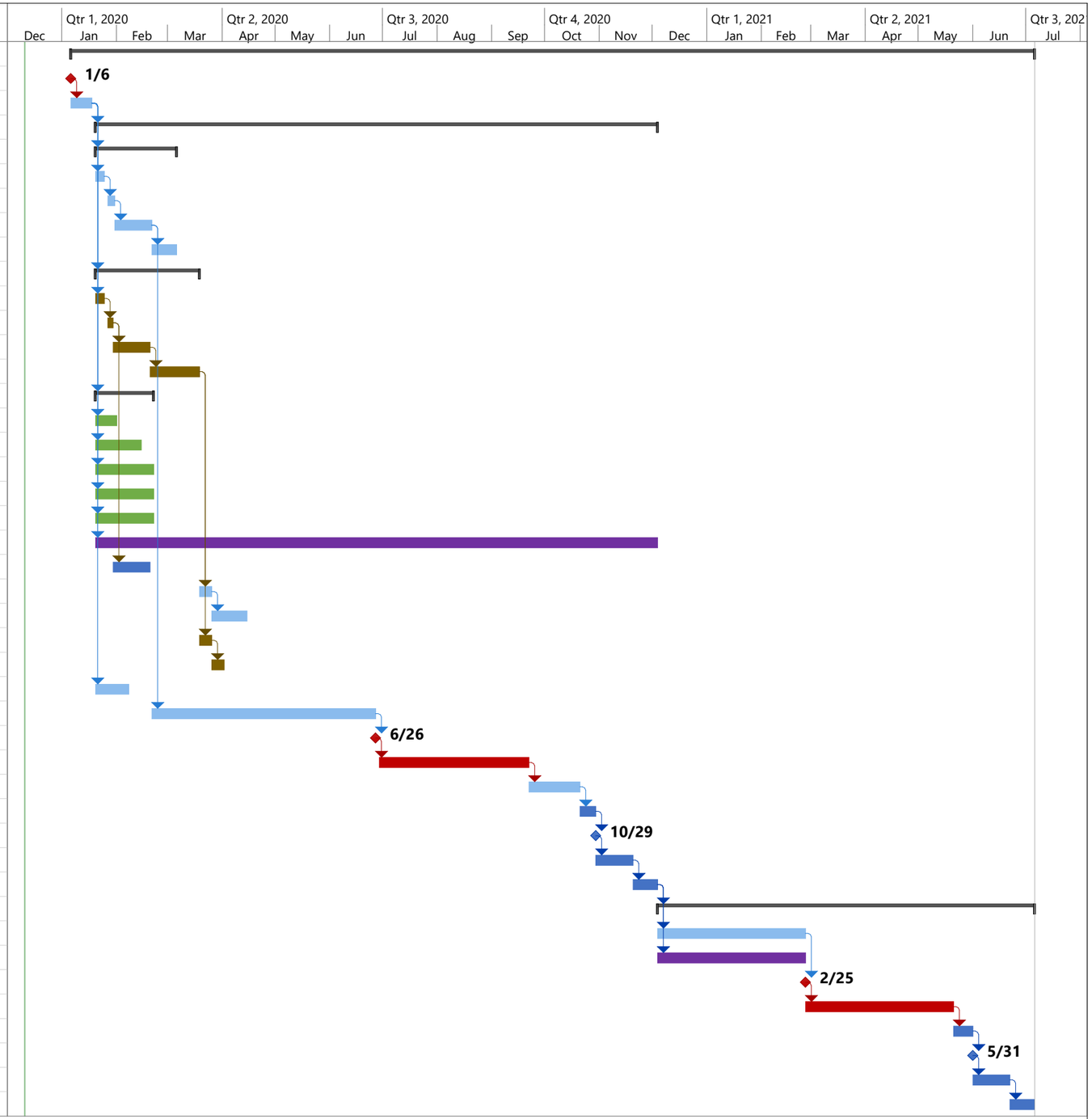
1. The Engineer shall provide the following final deliverables to the City:
    i. Design Criteria Matrix
    ii. Design Summary Report (DSR)
    iii. Construction Cost Estimate
    iv. Geometric Layout Roll Plot (1"=100'):
        1. Proposed horizontal and vertical roadway design
        2. Proposed bridge and retaining wall layout
        3. Proposed and existing typical sections
        4. Preliminary horizontal design of roadway storm system
        5. Existing and Proposed Right-of-Way/Easements
        6. Proposed cross sections
    v. Environmental Memo and Required Permits
        1. Draft Texas Antiquities Permit Application & Archeological Background Study Report
        2. Archeological Intensive Survey & Study Report
        3. Threatened and Endangered Species Habitat Assessment & Impact Analysis Report
        4. Aquatic Resources Delineation Report
        5. Phase I ESA
        6. PST Program's Release Determination Report
    vi. H&H Memo
    vii. Traffic Analysis Memo
    viii. Geotechnical Report
    ix. Recommended Pavement Design
    x. Level C/D SUE Memo
    xi. Utility Conflict Matrix
    xii. Right of Entry Documentation
    xiii. Property Ownership Spreadsheet
    xiv. Summary of Public Meeting Input
    xv. QA/QC Documentation
    xvi. Electronic .dgn and .tin files

EXHIBIT C

Work Schedule

Attached Behind This Page

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Old Settlers Design Schedule**	**389 days**	**Mon 1/6/20**	**Mon 7/5/21**
2		NTP	0 days	Mon 1/6/20	Mon 1/6/20
3		Project setup & subconsultant agreements	10 days	Mon 1/6/20	Fri 1/17/20
4		**Preliminary Analysis**	**227 days**	**Mon 1/20/20**	**Thu 12/3/20**
5		**Survey**	**34 days**	**Mon 1/20/20**	**Thu 3/5/20**
6		Mobilization	5 days	Mon 1/20/20	Fri 1/24/20
7		ROW research	4 days	Mon 1/27/20	Thu 1/30/20
8		Field work	15 days	Fri 1/31/20	Thu 2/20/20
9		Processing	10 days	Fri 2/21/20	Thu 3/5/20
10		**Geotechical**	**43 days**	**Mon 1/20/20**	**Wed 3/18/20**
11		Mobilization	5 days	Mon 1/20/20	Fri 1/24/20
12		Field work	3 days	Mon 1/27/20	Wed 1/29/20
13		Laboratory Testing	15 days	Thu 1/30/20	Wed 2/19/20
14		Draft report	20 days	Thu 2/20/20	Wed 3/18/20
15		**Environmental**	**25 days**	**Mon 1/20/20**	**Fri 2/21/20**
16		Archeological resources desktop review	10 days	Mon 1/20/20	Fri 1/31/20
17		Haz-mat field work & draft report	20 days	Mon 1/20/20	Fri 2/14/20
18		Biological field work & draft report	25 days	Mon 1/20/20	Fri 2/21/20
19		US waters records, field work & draft report	25 days	Mon 1/20/20	Fri 2/21/20
20		Phase I ESA	25 days	Mon 1/20/20	Fri 2/21/20
21		Utility Coordination	227 days	Mon 1/20/20	Thu 12/3/20
22		Public involvement database & training	15 days	Thu 1/30/20	Wed 2/19/20
23		Surveyor review/field verification	5 days	Thu 3/19/20	Wed 3/25/20
24		Surveyor address comments	14 days	Thu 3/26/20	Tue 4/14/20
25		Draft geotech report review	5 days	Thu 3/19/20	Wed 3/25/20
26		Final geotech report	5 days	Thu 3/26/20	Wed 4/1/20
27		Floodplain analysis	15 days	Mon 1/20/20	Fri 2/7/20
28		Preliminary design - alternatives analysis	90 days	Fri 2/21/20	Fri 6/26/20
29		Submit geometric layout to City	0 days	Fri 6/26/20	Fri 6/26/20
30		Geometric layout review (City)	60 days	Mon 6/29/20	Mon 9/21/20
31		Address comments/resubmit	21 days	Tue 9/22/20	Tue 10/20/20
32		Public meeting 1 prep	7 days	Wed 10/21/20	Thu 10/29/20
33		Public meeting 1	0 days	Thu 10/29/20	Thu 10/29/20
34		Public meeting 1 comment period	15 days	Fri 10/30/20	Thu 11/19/20
35		Public meeting 1 summary	10 days	Fri 11/20/20	Thu 12/3/20
36		**Final Geometric Layout**	**152 days**	**Fri 12/4/20**	**Mon 7/5/21**
37		30% design	60 days	Fri 12/4/20	Thu 2/25/21
38		Utility Coordination	60 days	Fri 12/4/20	Thu 2/25/21
39		Submit 30% schematic & draft ENV to City	0 days	Thu 2/25/21	Thu 2/25/21
40		30% review (City)	60 days	Fri 2/26/21	Thu 5/20/21
41		Public meeting 2 prep	7 days	Fri 5/21/21	Mon 5/31/21
42		Public meeting 2	0 days	Mon 5/31/21	Mon 5/31/21
43		Public meeting 2 comment period	15 days	Tue 6/1/21	Mon 6/21/21
44		Public meeting 2 summary	10 days	Tue 6/22/21	Mon 7/5/21



Project: OLD SETTLERS EXT
Date: Wed 12/11/19

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Project Name: Old Settlers Extension

Task	Total Labor Hours	Total Prime Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
FC 110: Route & Design Studies	387	$13,144.00	$22,445.69	$41,161.00	$76,750.69
FC 120: Social, Economic & Environmental Studies	903	$15,835.00	$8,616.50	$89,600.00	$114,051.50
FC 130: Right of Way Data	679	$9,445.00	$0.00	$91,630.00	$101,075.00
FC 160: Roadway Design Controls	648	$100,759.00	$0.00	$0.00	$100,759.00
FC 161: Drainage	426	$0.00	$0.00	$57,160.00	$57,160.00
FC 164: Project Management & Administration	295	$35,425.00	$0.00	$22,230.34	$57,655.34
FC 170: Structural	178	$24,880.00	$0.00	$0.00	$24,880.00
Other Direct Costs			$0.00	$0.00	$0.00
GRAND TOTAL:	**3516**	**$199,488.00**	**$31,062.19**	**$301,781.34**	**$532,331.53**

PROJECT: OLD SETTLERS EXTENSION
METHOD OF PAYMENT: LUMP SUM
PRIME PROVIDER: AGUIRRE & FIELDS, LP

COMPANY	FEE	%
Aguirre & Fields	$199,975.69	38%
Halff Associates	$173,030.00	33%
SWCA	$50,125.40	9%
CD&P, LLC	$51,584.00	10%
Foresight	$34,849.34	7%
Kimley Horn	$22,767.10	4%
TOTAL	**$532,331.53**	**100.00%**

FUNCTION CODE	TASK NAME	AFLP	HALFF	SWCA	CD&P	Foresight	Kimley Horn	TOTAL
FC 110	ROUTE & DESIGN STUDIES (FC110)	$13,144.00	$6,710.00			$15,556.00	$18,895.00	$54,305.00
FC 120	SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES (FC 120)	$15,835.00		$36,682.00	$44,110.00		$0.00	$96,627.00
FC 130	RIGHT OF WAY DATA (FC 130)	$9,445.00	$91,630.00					$101,075.00
FC 160	ROADWAY DESIGN CONTROLS (FC 160)	$100,759.00						$100,759.00
FC 161	DRAINAGE (FC 161)		$57,160.00					$57,160.00
FC 164	PROJECT MANAGEMENT & ADMINISTRATION (FC 164)	$35,425.00	$14,470.00	$8,808.00	$4,705.00	$395.34	$2,660.00	$66,463.34
FC 170	STRUCTURAL (FC 170)	$24,880.00						$24,880.00
ODEs	OTHER DIRECT EXPENSES	$487.69	$3,060.00	$4,635.40	$2,769.00	$18,898.00	$1,212.10	$31,062.19
	TOTAL	$199,975.69	$173,030.00	$50,125.40	$51,584.00	$34,849.34	$22,767.10	**$532,331.53**

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC110 - ROUTE & DESIGN STUDIES									
ROADWAY DATA COLLECTION & FIELD RECONNAISSANCE									
CITY DATA COLLECTION & REVIEW	2	4	4		2		12	N/A	N/A
PROJECT NOTEBOOK AND FILE SETUP		2	2	1	2		7	N/A	N/A
REVIEW AS-BUILT AND CITY PROVIDED PLANS	1	2	2		1		6	N/A	N/A
2 SITE VISITS & FIELD RECONNAISSANCE	4	16	8				28	N/A	N/A
PREPARE RECONNAISSANCE LAYOUT AND NOTES		2	2		2		6	N/A	N/A
PHOTOGRAPHIC RECORD		1	2			1	4	N/A	N/A
DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR									
REVIEW PROJECT SPECIFICS AGAINST CORR DESIGN CRITERIA	1	2	2				5	N/A	N/A
PREPARE DESIGN SUMMARY REPORT FOR REVIEW	1	2	2				5	N/A	N/A
COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE		2					2	N/A	N/A
GEOTECHNICAL INVESTIGATION & FIELD WORK									
DETERMINE BORING LOCATIONS FOR BRIDGE AND RETAINING WALLS		1	1		1		3	N/A	N/A
HOURS SUB-TOTALS	9	34	25	1	8	1	78	0	
CONTRACT RATE PER HOUR	$250.00	$191.00	$133.00	$146.00	$104.00	$97.00			
TOTAL LABOR COSTS	$2,250.00	$6,494.00	$3,325.00	$146.00	$832.00	$97.00	$13,144.00		
% DISTRIBUTION OF STAFFING	11.5%	43.6%	32.1%	1.3%	10.3%	1.3%			
SUBTOTAL (FC110)							**$13,144.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES									
ENVIRONMENTAL									
PREPARE PLAN EXHIBITS FOR OTHERS (4 EXHIBITS 11X17)	1	4	8	8	16		37	4	9
ENVIRONMENTAL COORDINATION W/ STATE AND OTHERS	2	3	2			2	9	N/A	N/A
PUBLIC INVOLVEMENT & OUTREACH									
PREPARE PLAN EXHIBITS FOR USE AT MEETINGS	1	4	24		48	2	79		
HOURS SUB-TOTALS	4	11	34	8	64	4	125	4	
CONTRACT RATE PER HOUR	$250.00	$191.00	$133.00	$146.00	$104.00	$97.00			
TOTAL LABOR COSTS	$1,000.00	$2,101.00	$4,522.00	$1,168.00	$6,656.00	$388.00	$15,835.00		
% DISTRIBUTION OF STAFFING	3.2%	8.8%	27.2%	6.4%	51.2%	3.2%			
SUBTOTAL (FC120)							**$15,835.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC130 - RIGHT OF WAY DATA									
RIGHT OF WAY MAP									
EVALUATE EXISTING ROW	2	2		1			5	N/A	N/A
IDENTIFY PROPOSED ROW	2	4	4				10		
DETERMINE NEED FOR UTILITY EASEMENTS	1	4	4				9		
DETERMINE NEED FOR CONSTRUCTION EASEMENTS	1	1	2				4	N/A	N/A
LEVEL C/D SUE MEMO REVIEW AND COORDINATION w/ CITY	2	4	4			2	12	N/A	N/A
PREPARE GRAPHIC EXHIBITS FOR ROW DEDICATION DOCUMENTS	1	4	4		8		17		
HOURS SUB-TOTALS	9	19	18	1	8	2	57	0	
CONTRACT RATE PER HOUR	$250.00	$191.00	$133.00	$146.00	$104.00	$97.00			
TOTAL LABOR COSTS	$2,250.00	$3,629.00	$2,394.00	$146.00	$832.00	$194.00	$9,445.00		
% DISTRIBUTION OF STAFFING	15.8%	33.3%	31.6%	1.8%	14.0%	3.5%			
SUBTOTAL (FC130)							**$9,445.00**		

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC160 - ROADWAY DESIGN CONTROLS									
PRELIMINARY ANALYSIS									
PRELIMINARY GEOMETRIC LAYOUT (1"=100')	4	16	16		48		84	N/A	N/A
PROPOSED HORIZONTAL AND VERTICAL IMPROVEMENTS	6	48	24	6			84	N/A	N/A
PROPOSED & EXISTING TYPICAL SECTION OLD SETTLERS	3	12	24		24		63	4	16
PREPARE GEOMETRIC ALTERNATIVES (UP TO 2)	2	16	24		16		58		
PREPARE PRELIMINARY COST ESTIMATE (UP TO 2)	4	24	36				64		
FINAL GEOMETRIC LAYOUT									
FINAL GEOMETRIC LAYOUT (1"=100')	2	16	16		32		66	N/A	N/A
REFINE PROPOSED HORIZONTAL AND VERTICAL IMPROVEMENTS	3	24	24	6			57	N/A	N/A
REFINE PRELIMINARY COST ESTIMATE	1	4	4				9		
COORDINATE/INCORPORATE RED BUD LN INTERSECTION	2	4	8	2	8		24		
CUT AND FILL QUANTITIES									
PREPARE 3D ROADWAY MODEL	2	48					50		
PROPOSED CROSS SECTIONS (50' INTERVALS)	2	16	16	14	12		60	N/A	N/A
PAVEMENT DESIGN									
INCORPORATE PAVEMENT DESIGN INTO PLANS (TYPICALS)		1	2	2	2		7	N/A	N/A
QA/QC									
PERFORM QA/QC FOR PRELIMINARY ANALYSIS AND FINAL GEOMETRIC LAYOUT	2	20					22		
HOURS SUB-TOTALS	33	249	194	30	142	0	648	0	
CONTRACT RATE PER HOUR	$250.00	$191.00	$133.00	$146.00	$104.00	$97.00			
TOTAL LABOR COSTS	$8,250.00	$47,559.00	$25,802.00	$4,380.00	$14,768.00	$0.00	$100,759.00		
% DISTRIBUTION OF STAFFING	5.1%	38.4%	29.9%	4.6%	21.9%	0.0%			
SUBTOTAL (FC160)							**$100,759.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC164 - PROJECT MANAGEMENT & ADMINISTRATION									
GENERAL ADMINISTRATION									
PREPARE INVOICES AND MONTHLY PROJECT PROGRESS REPORTS (8 MONTHS)	8	8				16	32	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH CORR (8 MONTHS)	8	16				7	31	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS (8 MONTHS)	8	40					48	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH ADJACENT PROJECTS (8 MONTHS)	8	16					24	N/A	N/A
MEETINGS									
ATTEND AND PREPARE FOR FOUR (4) DESIGN MEETINGS	8	8					16	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) PUBLIC MEETINGS - OPEN HOUSE STYLE	8	8					16	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) REHEARSAL/PLANNING MEETINGS	8	8					16	N/A	N/A
ATTEND AND PREPARE FOR UP TO SIX (6) STAKEHOLDER MEETINGS	10	10					20	N/A	N/A
HOURS SUB-TOTALS	58	106	0	0	0	7	171	0	
CONTRACT RATE PER HOUR	$250.00	$191.00	$133.00	$146.00	$104.00	$97.00			
TOTAL LABOR COSTS	$14,500.00	$20,246.00	$0.00	$0.00	$0.00	$679.00	$35,425.00		
% DISTRIBUTION OF STAFFING	33.9%	62.0%	0.0%	0.0%	0.0%	4.1%			
SUBTOTAL (FC164)							**$35,425.00**		

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	EIT	TECH	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 170 - STRUCTURAL									
PRELIMINARY ANALYSIS									
INVESTIGATE AND COORDINATE TO AVOID IMPACTS TO EXISTING DAM	6	6					12	N/A	N/A
PREPARE PRELIMINARY STRUCTURES EXHIBITS	4	6	6	4	4		24	2	12
PERFORM OPTIONS ANALYSIS & PRELIMINARY LAYOUT OF BRIDGES (UP TO 2)	12	18	18	6	6		60	N/A	N/A
PREPARE PRELIMINARY COST ESTIMATE	2	6	6				14	N/A	N/A
FINAL GEOMETRIC LAYOUT									
FINALIZE BRIDGES AND WALLS IN GEOMETRIC LAYOUT (1"=100')	6	9	9	3	3		30	N/A	N/A
DEVELOP PROPOSED BRIDGE TYPICAL SECTIONS	4	8	8	2	2		24	N/A	N/A
PREPARE FINAL COST ESTIMATE	2	6	6				14	N/A	N/A
HOURS SUB-TOTALS	36	59	53	15	15	0	178	0	
CONTRACT RATE PER HOUR	$200.00	$150.00	$110.00	$120.00	$80.00	$80.00			
TOTAL LABOR COSTS	$7,200.00	$8,850.00	$5,830.00	$1,800.00	$1,200.00	$0.00	$24,880.00		
% DISTRIBUTION OF STAFFING	20.2%	33.1%	29.8%	8.4%	8.4%	0.0%			
SUBTOTAL (FC170)							**$24,880.00**		

DESCRIPTION						**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
FC110 - ROUTE & DESIGN STUDIES						78	$13,144.00
FC120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES						125	$15,835.00
FC130 - RIGHT OF WAY DATA						57	$9,445.00
FC160 - ROADWAY DESIGN CONTROLS						648	$100,759.00
FC164 - PROJECT MANAGEMENT & ADMINISTRATION						171	$35,425.00
FC 170 - STRUCTURAL						178	$24,880.00
SUBTOTAL LABOR EXPENSES						1257	**$199,488.00**

DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
Mileage (18 miles RT x 14 trips)	mile	270	$0.566				$152.69
Standard Postage	letter	20	$0.50				$10.00
Photocopies B/W (8 1/2" X 11")	each	150	$0.10				$15.00
Photocopies B/W (11" X 17") (AT 30% Submittal)	each	50	$0.20				$10.00
Plotting (color on bond Exhibits for meetings)(24"x36")	sf	240	1.25				$300.00
SUBTOTAL DIRECT EXPENSES							**$487.69**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$199,488.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$487.69
GRAND TOTAL	**$199,975.69**

SUB PROVIDER NAME: Halff Associates

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER (EIT)	CADD/GIS TECH			TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 110 - ROUTE & DESIGN STUDIES										
SCHEMATIC DESIGN										
Utility Design			2	24				26		
QA / QC Final Deliverables	8	8						16		
HOURS SUB-TOTALS	8	8	2	24	0			42	0	
CONTRACT RATE PER HOUR	$250.00	$195.00	$171.00	$117.00	$95.00					
TOTAL LABOR COSTS	$2,000.00	$1,560.00	$342.00	$2,808.00	$0.00			$6,710.00		
% DISTRIBUTION OF STAFFING	19.0%	19.0%	4.8%	57.1%	0.0%					
SUBTOTAL (FC110)								**$6,710.00**		

TASK DESCRIPTION	SENIOR RPLS	SURVEY TECH	2-MAN SURVEY CREW	ADMIN ASSISTANT				TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 130 - RIGHT OF WAY DATA										
FIELD SURVEYING										
Establish horizontal and vertical control	2	16	30					48		
Right-of-Way/Boundary Surveys	8	56	60	8				132		
Topographic Design Surveying (±40 Ac.)	2	48	140					190		
QA / QC / Final Deliverables	4	12						16		
HOURS SUB-TOTALS	16	132	230	8				386	0	
CONTRACT RATE PER HOUR	$190.00	$120.00	$170.00	$65.00						
TOTAL LABOR COSTS	$3,040.00	$15,840.00	$39,100.00	$520.00				$58,500.00		
% DISTRIBUTION OF STAFFING	4.1%	34.2%	59.6%	2.1%						
SUBTOTAL (FC130)								**$58,500.00**		

TASK DESCRIPTION	SENIOR ENGINEER	UTILITY MANAGER	UTILITY COORDINATOR	SUE CREW MGR	CADD/GIS TECH	CONTRACT ADMIN SPECIALIST	ADMIN ASSISTANT	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 130 - RIGHT OF WAY DATA										
SUBSURFACE UTILITY ENGINEERING (SUE)										
Level C/D SUE	8	4	24	40	48	1	2	127		
Utility Coordination Meetings (3 Meetings/Utility Memo)	12	6	24		24	1	2	69		
Utility Conflict Matrix	4	2	26		8			40		
HOURS SUB-TOTALS	24	12	74	40	80	2	4	236	0	
CONTRACT RATE PER HOUR	$195.00	$215.00	$160.00	$150.00	$95.00	$85.00	$65.00			
TOTAL LABOR COSTS	$4,680.00	$2,580.00	$11,840.00	$6,000.00	$7,600.00	$170.00	$260.00	$33,130.00		
% DISTRIBUTION OF STAFFING	10.2%	5.1%	31.4%	16.9%	33.9%	0.8%				
SUBTOTAL (FC130)								**$33,130.00**		

SUB PROVIDER NAME: Halff Associates

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER (EIT)	CADD/GIS TECH			TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 161 - DRAINAGE										
H&H Analysis (McNutt Creek - Cross Drainage)	2	30	90	120	20			262		
Storm System Schematic Design	4		20	80	60			164		
HOURS SUB-TOTALS	6	30	110	200	80			426	0	
CONTRACT RATE PER HOUR	$250.00	$195.00	$171.00	$117.00	$95.00					
TOTAL LABOR COSTS	$1,500.00	$5,850.00	$18,810.00	$23,400.00	$7,600.00			$57,160.00		
% DISTRIBUTION OF STAFFING	8.6%	42.9%	157.1%	285.7%	114.3%					
SUBTOTAL (FC 164)								**$57,160.00**		

TASK DESCRIPTION	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT ENGINEER	GRADUATE ENGINEER (EIT)	CONTRACT ADMIN SPECIALIST			TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION										
Project Administration and Management (Oct '19 - Apr '20)		28						28		
Monthly progress reports and invoicing (7 months)		4	7		7			18		
Project coordination meetings (2 meetings)		6	6					12		
Public/Stakeholder Meeting (2 meetings)		4	4	4				12		
HOURS SUB-TOTALS	0	42	17	4	7			70	0	
CONTRACT RATE PER HOUR	$265.00	$250.00	$171.00	$117.00	$85.00					
TOTAL LABOR COSTS	$0.00	$10,500.00	$2,907.00	$468.00	$595.00			$14,470.00		
% DISTRIBUTION OF STAFFING	0.0%	60.0%	24.3%	5.7%	10.0%					
SUBTOTAL (FC 164)								**$14,470.00**		

DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE & DESIGN STUDIES							42	$6,710.00
FC 130 - RIGHT OF WAY DATA							622	$91,630.00
FC 161 - DRAINAGE							426	$57,160.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							70	$14,470.00
SUBTOTAL LABOR EXPENSES							1160	**$169,970.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**					
Courier Service	each	1	$60.000					$60.00
Title Commitments			$3,000.000					$3,000.00
SUBTOTAL DIRECT EXPENSES								**$3,060.00**
SUBCONTRACTS:								
SUBCONTRACT SUB-TOTAL								**$0.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$169,970.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$3,060.00
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	$173,030.00

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

SUB PROVIDER NAME: SWCA

TASK DESCRIPTION	PRINCIPAL IN CHARGE	SUBJECT MATTER EXPERT PM	SPECIALIST X	SPECIALIST VII	SPECIALIST VI	SPECIALIST V	SPECIALIST IV	SPECIALIST III	SPECIALIST II	SPECIALIST I	ADMIN V	TOTAL LABOR HOURS & COSTS
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES												
Cultural Resources Investigations		2	6	8		24			32	16	6	94
Threatened and Endangered Species Habitat Assessment and Impact Analysis		2	2			2	24	32	2		1	65
Aquatic Resources Delineation and Report		2	2			2	16	32	2		1	57
Phase I ESA		2		24	16	2	32	4			1	81
Underground Storage Tank Removal Investigations		2	8	28		2			4		1	45
HOURS SUB-TOTALS	0	10	18	60	16	32	72	68	40	16	10	342
CONTRACT RATE PER HOUR	$275.00	$205.00	$171.00	$131.00	$119.00	$109.00	$99.00	$89.00	$79.00	$67.00	$89.00	
TOTAL LABOR COSTS	$0.00	$2,050.00	$3,078.00	$7,860.00	$1,904.00	$3,488.00	$7,128.00	$6,052.00	$3,160.00	$1,072.00	$890.00	$36,682.00
% DISTRIBUTION OF STAFFING	0.0%	2.9%	5.3%	17.5%	4.7%	9.4%	21.1%	19.9%	11.7%	4.7%	2.9%	
SUBTOTAL (FC120)												**$36,682.00**

TASK DESCRIPTION	PRINCIPAL IN CHARGE	SUBJECT MATTER EXPERT PM	SPECIALIST X	SPECIALIST VII	SPECIALIST VI	SPECIALIST V	SPECIALIST IV	SPECIALIST III	SPECIALIST II	SPECIALIST I	ADMIN V	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION												
Project Administration and Management		36								16	4	56
HOURS SUB-TOTALS	0	36	0	0	0	0	0	0	0	16	4	56
CONTRACT RATE PER HOUR	$275.00	$205.00	$171.00	$131.00	$119.00	$109.00	$99.00	$89.00	$79.00	$67.00	$89.00	
TOTAL LABOR COSTS	$0.00	$7,380.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,072.00	$356.00	$8,808.00
% DISTRIBUTION OF STAFFING	0.0%	10.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.7%	1.2%	
SUBTOTAL (FC120)												**$8,808.00**

DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES											342	$36,682.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION											56	$8,808.00
SUBTOTAL LABOR EXPENSES											342	**$45,490.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**		**COST/UNIT**								
Haz-mat Database Search	per search	1		500								$500.00
Archaeology Curations	each	1		$300.000								$300.00
GPS Unit	each per day	3		$100.00								$300.00
Support Truck	each per day	1		75								$75.00
Photoionization Detector	each per day	2		$80.000								$160.00
Laboratory Analysis	Samples	21		$150.00								$3,150.00
Mileage (18 miles RT x 5 trips)	mile	90		$0.56								$50.40
Standard Postage	letter			$0.49								$0.00
Photocopies B/W (8 1/2" X 11")	each	550		$0.10								$55.00
Photocopies B/W (11" X 17") (AT 30% Submittal)	each	225		$0.20								$45.00
												$0.00
SUBTOTAL DIRECT EXPENSES												**$4,635.40**
SUBCONTRACTS:												
SUBCONTRACT SUB-TOTAL												**$0.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$45,490.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$4,635.40
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	**$50,125.40**

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

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PUBLIC INVOLVEMENT SPECIALIST	GRAPHIC DESIGN & WEB DEVELOPER	PUBLIC INVOLVEMENT SPECIALIST	JUNIOR PUBLIC INVOLVEMENT SPECIALIST	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES							
PUBLIC INVOLVEMENT & OUTREACH							
Public Meetings (assume 2)							
Meeting logistics	4			8	16		28
Meeting announcements	4	4	8	6	4		26
Meeting materials	6	14	16	14	12		62
Dry run/prep meetings (2)	8	6		6	6		26
Prep, setup, and facilitation of public meetings (2)	10	12		16	20		58
Summary report of input received	6	8	6	8	12		40
Stakeholder Communications & Outreach							
Develop and maintain database				6	8	12	26
Communication and outreach with stakeholders	8	16		16	12		52
Coordination, facilitation, and documentation of meetings with stakeholders (up to 8)	16	24		32	24		96
Webpage							
Draft content for webpage	2	2	4		4		12
Update content as necessary		2	4		4		10
HOURS SUB-TOTALS	64	88	38	112	122	12	436
CONTRACT RATE PER HOUR	$175.00	$125.00	$100.00	$85.00	$65.00	$55.00	
TOTAL LABOR COSTS	$11,200.00	$11,000.00	$3,800.00	$9,520.00	$7,930.00	$660.00	$44,110.00
% DISTRIBUTION OF STAFFING	14.7%	20.2%	8.7%	25.7%	28.0%	2.8%	
SUBTOTAL							**$44,110.00**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PUBLIC INVOLVEMENT SPECIALIST	GRAPHIC DESIGN & WEB DEVELOPER	PUBLIC INVOLVEMENT SPECIALIST	JUNIOR PUBLIC INVOLVEMENT SPECIALIST	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							
Project management, meetings & team coordination	6	4					10
Progress reporting & invoicing	8	12		3			23
HOURS SUB-TOTALS	14	16	0	3	0	0	33
CONTRACT RATE PER HOUR	$175.00	$125.00	$100.00	$85.00	$65.00	$55.00	
TOTAL LABOR COSTS	$2,450.00	$2,000.00	$0.00	$255.00	$0.00	$0.00	$4,705.00
% DISTRIBUTION OF STAFFING	42.4%	48.5%	0.0%	9.1%	0.0%	0.0%	
SUBTOTAL							**$4,705.00**

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

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES						436	$44,110.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION						33	$4,705.00
SUBTOTAL LABOR EXPENSES						469	**$48,815.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
Mileage (30 miles RT x 10 trips)	mile	300	$0.580				$174.00
Standard Postage	letter	500	$0.49				$245.00
Photocopies B/W (8 1/2" X 11")	each	200	$0.10				$20.00
Photocopies B/W (11" X 17")	each	150	$0.20				$30.00
Photocopies color (8 1/2" X 11")	each	250	$0.40				$100.00
Photocopies color (11" X 17")	each	75	$0.80				$60.00
Signage	each	10	$30.00				$300.00
Foam boards	each	12	$70.00				$840.00
Venue, AV, or misc meeting expense	each	2	$250.00				$500.00
Mass Printing & Mailing	each	2	$250.00				$500.00
SUBTOTAL DIRECT EXPENSES							**$2,769.00**
SUBCONTRACTS:							
SUBCONTRACT SUB-TOTAL							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$48,815.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$2,769.00
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	**$51,584.00**

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

SUB PROVIDER NAME: Foresight PEs

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 110 - ROUTE DESIGN & STUDIES							
GEOTECHNICAL INVESTIGATION & FIELD WORK							
COORDINATE BORING LOCATIONS/DRILLING		1	3				4
FIELD PERSONNEL FOR DRILLING OPERATIONS		2	30				32
SOILS CLASSIFICATION AND LAB ASSIGNMENTS		2	8				10
PREPARE GEOTECHNICAL REPORT	5	16	40				61
PAVEMENT DESIGN	4	9	20				33
REVIEW SIGN & SEAL BORING SHEETS	1		1				2
HOURS SUB-TOTALS	10	30	102	0	0	0	142
CONTRACT RATE PER HOUR	$203.17	$142.77	$90.60			$65.89	
TOTAL LABOR COSTS	$2,031.70	$4,283.10	$9,241.20	$0.00	$0.00	$0.00	$15,556.00
% DISTRIBUTION OF STAFFING	7.0%	21.1%	71.8%	0.0%	0.0%	0.0%	
SUBTOTAL (FC110)							**$15,556.00**

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							
PROJECT MANAGEMENT AND INVOICING						6	6
HOURS SUB-TOTALS	0	0	0	0	0	6	6
CONTRACT RATE PER HOUR	$203.17	$142.77	$90.60			$65.89	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$395.34	$395.34
% DISTRIBUTION OF STAFFING	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	
SUBTOTAL (FC 164)							**$395.34**

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE DESIGN & STUDIES						142	$15,556.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION						6	$395.34
SUBTOTAL LABOR EXPENSES						148	**$15,951.34**

SUB PROVIDER NAME: Foresight PEs

DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
2 - Bridge Borings @ 70'							
9 - Pavement Borings, 7 @ 10' and 2 @ 15'							
Soil Boring/Rock Coring w/o TCP (<60 ft.)	lf	90	$30.000				$2,700.00
Soil Boring/Rock Coring with TCP (<60 ft.)	lf	120	$35.000				$4,200.00
Soil Boring/Rock Coring with TCP (>60 ft.)	lf	20	$40.000				$800.00
Borehole Grouting - Bentonite Chips	lf	230	$8.000				$1,840.00
Drill Rig/Crew Mobilization	mile	40	$5.000				$200.00
Unconfined Compression Strength (soil)	each	4	$65.000				$260.00
Unconfined Compression Strength (rock)	each	0	$85.000				$0.00
Soluble Sulfate Content of soils	each	9	$55.000				$495.00
Determining Liquid Limit in Soils	each	24	$42.000				$1,008.00
Determining Plastic Limit in Soils	each	24	$42.000				$1,008.00
Determining the Amount of Material in Soils finer than the 78 micrometer (Minus # 200)	each	24	$50.000				$1,200.00
Particle Size Analysis of Soils	each	24	$70.000				$1,680.00
Determining the Moisture Content in Soils	each	27	$13.000				$351.00
Modified Proctor Test	each	0	$300.000				$0.00
Dynamic Cone Penetromter	each	9	$30.000				$270.00
Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils	each	2	$120.000				$240.00
Lime Series - Tex-121-E Part 1	each	2	$350.000				$700.00
Asphalt Patch	each	2	$40.000				$80.00
Mileage	Mile	200	$0.580				$116.00
Traffic Control Services, Arrow Boards and Attenuator Trucks - Medium Project (Includes labor, equipment and fuel)	Each	1	$1,750.000				$1,750.00
SUBTOTAL DIRECT EXPENSES							**$18,898.00**

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	$15,951.34
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	$18,898.00
SUBCONTRACTS (includes labor costs and direct expenses)	$0.00
GRAND TOTAL	**$34,849.34**

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

SUB PROVIDER NAME: Kimley Horn

TASK DESCRIPTION	SENIOR PROFESSIONAL II	SENIOR PROFESSIONAL I	PROFESSIONAL	ANALYST	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 110 - ROUTE & DESIGN STUDIES							
TRAFFIC DATA COLLECTION & FIELD RECONNAISSANCE							
COORDINATE WITH SUBCONSULTANT TO OBTAIN TRAFFIC COUNTS		2		4			6
OBTAIN TRAFFIC PROJECTIONS, BACKGROUND TIA FROM CITY		1	3				4
FIELD VISIT		3		3			6
TRAFFIC ENGINEERING & OPERATIONS							
DETERMINE HISTORICAL GROWTH RATE ALONG CR 110		2	4				6
REDISTRIBUTE EXISTING AND PROJECT FUTURE TRAFFIC VOLUMES (3 SCENARIOS)		4	8	10			22
DEVELOP SYNCHRO MODEL & ANALYZE OPERATIONS		3	6	18			27
SIGNAL WARRANT ANALYSIS		3	6	18			27
TECHNICAL MEMO		4	8	15			27
HOURS SUB-TOTALS	0	22	35	68	0	0	125
CONTRACT RATE PER HOUR	$255.00	$210.00	$165.00	$125.00		$95.00	
TOTAL LABOR COSTS	$0.00	$4,620.00	$5,775.00	$8,500.00	$0.00	$0.00	$18,895.00
% DISTRIBUTION OF STAFFING	0.0%	17.6%	28.0%	54.4%	0.0%	0.0%	
SUBTOTAL (FC110)							**$18,895.00**

TASK DESCRIPTION	SENIOR PROFESSIONAL II	SENIOR PROFESSIONAL I	PROFESSIONAL	ANALYST	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							
PREPARE FOR/ATTEND TWO (2) PROGRESS MEETINGS		4	2	2			8
PROJECT COORDINATION, INVOICING, REPORTING		5				2	7
HOURS SUB-TOTALS	0	9	2	2	0	2	15
CONTRACT RATE PER HOUR	$255.00	$210.00	$165.00	$125.00	$0.00	$95.00	
TOTAL LABOR COSTS	$0.00	$1,890.00	$330.00	$250.00	$0.00	$190.00	$2,660.00
% DISTRIBUTION OF STAFFING	0.0%	60.0%	13.3%	13.3%	0.0%	13.3%	
SUBTOTAL (FC164)							**$2,660.00**

SUB PROVIDER NAME: Kimley Horn

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE & DESIGN STUDIES						125	$18,895.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION						15	$2,660.00
SUBTOTAL LABOR EXPENSES						140	**$21,555.00**
DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**				
Mileage (18 miles RT x 3 trips)	mile	55	$0.566				$31.10
Standard Postage	letter	20	$0.50				$10.00
Photocopies B/W (8 1/2" X 11")	each	50	$0.10				$5.00
Photocopies B/W (11" X 17") (AT 30% Submittal)	each	30	$0.20				$6.00
Plotting (color on bond Exhibits for meetings)(24"x36")	sf	48	$1.25				$60.00
Obtain Traffic Counts (Traffic Counts Sub)	each	1	$1,100.00				$1,100.00
SUBTOTAL DIRECT EXPENSES							**$1,212.10**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$21,555.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$1,212.10
GRAND TOTAL	**$22,767.10**

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

Client#: 155641 AGUIRFIE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2019

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

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

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Erica Eige & Michelle Weweh
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713 490-4700
E-MAIL ADDRESS: erica.eige@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Lexington Insurance Company	19437
INSURER E :	
INSURER F :	

INSURED
Aguirre & Fields L.P.
7215 New Territory Blvd, Suite 100
Sugar Land, TX 77479

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6075923106	02/10/2019	02/10/2020	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6075923087	02/10/2019	02/10/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6075923056	02/10/2019	02/10/2020	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		6075923073	02/10/2019	02/10/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			031428333	02/07/2019	02/07/2020	$2,000,000 per claim	
							$2,000,000 annl aggr.	

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

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations CNA75079XX 10/16 (GL); CA2048 10/13 (Auto); Umbrella Follows Form (CNA88301XX 08/17).

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies (including Professional Liability) as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will be given if required by written contract.

RE: 130 - City of Round Rock.