



City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
George White, Mayor Pro-Tem, Place 2
Craig Morgan, Place 1
Frank Leffingwell, Place 3
Will Peckham, Place 4
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, February 11, 2016

7:00 PM

City Council Chambers, 221 East Main St.

A. CALL REGULAR SESSION TO ORDER – 7:00 P.M.

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

E.1 [2016-3223](#) [Consider approval of the minutes for the January 28, 2016 City Council meeting.](#)

E.2 [2016-3177](#) [Consider an ordinance replacing Yield Signs with Stop Signs at the intersection of West Mesa Park Drive and Country Aire Drive. \(Second Reading\)](#)

F. RESOLUTIONS:

F.1 [2016-3213](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Murphy Pipeline Contractors, Inc. for the AC Waterline Replacement Project - Phase 4.](#)

- F.2 [2016-3212](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with K. Friese & Associates, Inc. for the Kenney Fort Boulevard Extension Project.](#)
- F.3 [2016-3219](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raba Kistner Consultants for construction material testing for the Old Settlers at Palm Valley Multipurpose Complex Project.](#)
- F.4 [2016-3207](#) [Consider a resolution authorizing the Mayor to execute a Contract with Central Road and Utility, Ltd. for the Old Settlers Park Improvement Project - Phase 2.](#)
- F.5 [2016-3208](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program \(TCIP\).](#)
- F.6 [2016-3169](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for the Transportation Master Plan Update Project.](#)
- F.7 [2016-3215](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the Kenney Fort Boulevard \(Segments 2 & 3\) Project.](#)
- F.8 [2016-3216](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.](#)
- G. ORDINANCES:**
- G.1 [2016-3214](#) [Consider an ordinance amending Chapter 42, Section 42-285, prohibiting through commercial trucks on Bluffstone Drive from County Road 117 to Old Settlers Boulevard, on Settlers Park Loop from its eastern intersection with Old Settlers Boulevard to its western intersection with Old Settlers Boulevard, on Chamberlain Drive from Old Settlers Boulevard to Clinton Place, on Pauling Lane from Red Bud Lane to Butler Way, and on Marshall Trail from County Road 117 to Clinton Place. \(First Reading\) \(Requires Two Readings\)](#)
- H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**
- I. EXECUTIVE SESSION:**
- I.1 [2016-3202](#) [Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the Municipal Judge.](#)

- I.2 [2016-3201](#) [Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the City Manager.](#)

J. ACTION RELATIVE TO EXECUTIVE SESSION:

- J.1 [2016-3233](#) [Consider discussion and/or action regarding the evaluation of the City Manager.](#)

K. ADJOURNMENT

**Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 5th day of February 2016 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the January 28, 2016 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director:

Cost:

Indexes:

Attachments: 012816 Draft Minutes

Department:

Text of Legislative File 2016-3223



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, January 28, 2016

CALL REGULAR SESSION TO ORDER – 7:00 P.M.

The Round Rock City Council met in regular session on Thursday, January 28, 2016 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:04 pm.

ROLL CALL

Present: 7 - Mayor Alan McGraw
Mayor Pro-Tem George White
Councilmember Craig Morgan
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor McGraw led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

Steve Armbruster, 2123 Green Oaks Circle, spoke in favor of the garage conversion ordinance. Shirley Marquardt, 2351 Masonwood Way, spoke regarding the Stagecoach Inn.

PROCLAMATIONS:

E.1 [2016-3200](#) Consider proclaiming February 5, 2016 at "National Wear Red Day" in the City of Round Rock.

Mayor McGraw read the proclamation and presented it to representatives from the American Heart Association.

CONSENT AGENDA:

All items listed under the consent agenda were enacted by one motion. There was no separate discussion of the items and no items were removed from the consent agenda.

A motion was made by Councilmember Frank Leffingwell seconded by Councilmember Will Peckham to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

F.1 [2016-3185](#) Consider approval of the minutes for the January 14, 2016 City Council meeting.

The minutes were approved under the Consent Agenda.

F.2 [2016-3150](#) Consider an ordinance amending Chapter 44, Section 44-149, Code of Ordinances (2010 Edition), regarding wastewater discharge surcharges. (Second Reading)

This ordinance was approved under the Consent Agenda.

F.3 [2016-3181](#) Consider a resolution authorizing the Mayor to execute a Certificate of Project Completion and a Grant Close-Out Agreement regarding Grant Number B-10-SP-TX-0141 associated with the Southwest Downtown District Infrastructure Improvements Phase 5A Project.

This resolution was approved under the Consent Agenda.

RESOLUTIONS:

G.1 [2016-3183](#) Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to condemn certain property interests owned by Bawany Investments, Inc. and located at 1717 South Mays St. which are necessary for the construction of Gattis School Rd., and take other appropriate action.

John Dean, Assistant Transportation Director made the staff presentation.

A motion was made by Councilmember Morgan, seconded by Councilmember Whitfield to approve the resolution. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.2 [2016-3176](#)

Consider a resolution rejecting all bids submitted for the Red Bud Lane Right Turn Lane Project.

John Dean, Assistant Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Leffingwell to approve the resolution. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

G.3 [2016-3182](#)

Consider a resolution authorizing the Mayor to execute a contract with Environmental Safety Services, Inc. for the Sonoma 2013C Channel Erosion Project.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Mayor Pro-Tem White to approve the resolution. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

G.4 [2016-3184](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of a vehicle for the Fire Department.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Baese, seconded by Councilmember Peckham to approve the resolution. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.5 [2016-3195](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Gilman Sound, LLC for the purchase and installation of a sound system at Dell Diamond and related consulting services.

This item was pulled by staff for consideration at a later date.

ORDINANCES:

H.1 [2016-3186](#)

Consider an ordinance calling the May 7, 2016 General and Special Elections. (First Reading)*

Sara White, City Clerk made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell to approve the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Councilmember Morgan, seconded by Councilmember Peckham, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.2 [2016-3177](#)

Consider an ordinance replacing Yield Signs with Stop Signs at the intersection of West Mesa Park Drive and Country Aire Drive. (First Reading)(Requires Two Readings)

John Dean, Assistant Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Leffingwell to approve the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.3 [2016-3172](#)

Consider public testimony regarding, and an ordinance approving the PUD (Planned Unit Development) No. 104 zoning district, located southeast of the intersection of E. Old Settlers Blvd. and Sunrise Rd. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor McGraw opened the public hearing. There being no testimony, the public hearing was closed.

A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell to approve the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Councilmember Whitfield, seconded by Councilmember Peckham, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.4 [2016-3144](#)

Consider an ordinance amending Chapter 46, Code of Ordinances (2010 Edition), to reduce off-street parking requirements to allow for garage conversion, prohibit residential open storage and regulate air conditioning units. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Morgan to approve the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Whitfield, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

J.1 [2016-3204](#) Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

J.2 [2016-3201](#) Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the City Manager.

The Council recessed to Executive Session. Mayor McGraw called the session to order at 7:50 p.m. and adjourned it at 11:00 p.m.

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 11:01 pm.



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider an ordinance replacing Yield Signs with Stop Signs at the intersection of West Mesa Park Drive and Country Aire Drive. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance, Proposed Stop Signs (Mesa Park & Country Aire)

Department: Transportation Department

Text of Legislative File 2016-3177

The intersection of Mesa Park Drive and Country Aire Drive has functioned as a two-way yield controlled crossing for a number of years. Under this configuration, the legs of Country Aire Dr. have acted as the major roadway; while the legs of Mesa Park Dr. have been considered the minor roadway, and have been forced to yield the right of way. The latest traffic study of this intersection shows that Mesa Park Drive and Country Aire Drive does not currently meet warrants for an All-Way Stop. However, a recent automobile accident has brought to light the need for replacing the existing Yield Signs with Regulatory Stop Signs. The adjacent intersections along Country Aire all make use of regulated full stops, with the exception of Rising Sun Cove, which is a small cul-de-sac housing seven homes.

While the intersection of Mesa Park Drive and Country Aire Drive may not currently meet the required warrants for an All-Way Stop configuration, it is the recommendation of the Transportation Department to replace the existing Yield Signs with Regulatory Stop Signs (R1-1) configured with plaques (W4-4P) which read, "Cross Traffic Does Not Stop". Staff recommends approval.

ORDINANCE NO. O-2016-3177

AN ORDINANCE AMENDING THE TRAFFIC CODE BY REPLACING THE YIELD SIGNS WITH STOP SIGNS AT THE INTERSECTION OF WEST MESA PARK DRIVE AT COUNTRY AIRE DRIVE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK,
TEXAS:**

I.

That pursuant to Section 42-223, Code of Ordinances (2010 Edition), City of Round Rock, Texas, the below described intersections are hereby no longer designated as yield intersections but shall be designated as stop intersections, with the yield signs to be removed and stop signs to be erected as follows:

ON

West Mesa Park Drive
(north and southbound)

AT ITS INTERSECTION WITH

Country Aire Drive

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2016.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2016.




ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Legend

-  Existing Yield Sign
-  Proposed Stop Sign (R1-1)
-  Proposed "Cross-Traffic Does Not Stop" Plaque (W4-4P)



(N.T.S. - Reference Only)

Recommended Stop Signs (Mesa Park & Country Aire.)



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Murphy Pipeline Contractors, Inc. for the AC Waterline Replacement Project - Phase 4.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$221,288.47

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2016-3213

Based on the history of asbestos-cement (AC) waterline breaks that have occurred within the City, Utility Staff has identified these areas and developed a program to replace these waterlines. Beginning in 2007, the City awarded construction contracts to replace existing AC waterlines in these problem areas by means of pre-chlorinated pipe bursting. This technique allows less impact to City customers by allowing the waterlines to be out-of-service for a short period of time. To date, there have been five projects that have been completed replacing approximately 50,000 Linear Feet (L.F.) of existing AC waterlines with High Density Polyethylene (HDPE) waterlines.

This project replaced approximately 9,950 L.F. of 8-inch AC waterlines with new HDPE waterlines in the Eagles Nest Subdivision. The as-built drawing's did not indicate the depth of these waterlines. After the contractor began construction, approximately 90% of the waterlines were 2 to 3 times deeper than they expected and accounted for in their bid. CO/QA No. 1 is to compensate the contractor for extra expenses incurred during excavation, spoils removal, added trench protection and additional time per excavation.

CO/QA No. 1 is for \$221,288.47 and increases the original contract amount of \$1,029,525 to \$1,250,813.47.

Cost: \$221,288.47

Source of Funds: Self-Financed Water Construction

Staff Recommends Approval.

RESOLUTION NO. R-2016-3213

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Murphy Pipeline Contractors, Inc. for the AC Waterline Replacement Project – Phase 4, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with Murphy Pipeline Contractors, Inc. for the AC Waterline Replacement Project – Phase 4, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"



Contract Quantity Adjustment/Change Order

rev, 06/15

Department: Utilities & Environmental Services

Project Name: AC Waterline Replacement Project - Phase 4

Date: 12/18/15

City Project ID Number PO No. 3052

Change Order/Quantity Adjustment No. 1

Justification

Change Order - The contractor encountered existing water main pipelines at non typical depths which required: investigation, extensions for fire hydrants, haul off of additional fill material, and increases in equipment and labor to perform the work. Quantity Adjustment - the contractor has completed the pipeline activities. Pay Items No. 1 through Pay Items No. 18 are completed and the quantity adjustments are final for said pay items.

SUMMARY

	Amount	% Change
Original Contract Price:	\$1,029,525.00	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$1,029,525.00	
Previous Change Order(s):		0.00
This Change Order:	\$221,288.47	0.21 2.1%
Total Change Order(s) To Date:	\$221,288.47	0.21 2.1%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$1,250,813.47	
Difference between Original and Adjusted Contract Prices:	\$221,288.47	
Original Contract Time:		
Time Adjustment by previous Quan. Adj./Change Order:		
Time Adjustment by this Quan. Adj./Change Order:		
New Contract Time:	0	

Submitted for Approval

Prepared By: Bill Bauron Bill Bauron, Manager, Murphy Pipeline 1.12.16
Signature Printed Name, Title, Company Date

Approvals

Contractor: [Signature] PRESIDENT A.J. MAYER 1-12-16
Signature Printed Name, Title, Company Date

City Project Manager: [Signature] JEFF BELL, P.M. 1.20.16
Signature Printed Name, Title Date

Mayor/City Manager: _____
Signature Printed Name, Title Date

Project Name: AC Waterline Replacement Project - Phase 4

Quan. Adj./Change Order No.: 1

Change Order Data						
Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
1	Laurel Ridge - WM Investigation / Potholing	LS	1	\$7,273.13	\$7,273.13	
2	Terra Drive - WM Investigation / Potholing	LS	1	\$3,618.42	\$3,618.42	
3	Fire Hydrant Extensions due to Non Typical Existing WM Depths	LS	1	\$16,392.92	\$16,392.92	
4	Depth of Existing WM's Impacts to the Work	LF	8176	\$22.75	\$186,004.00	
5	Haul Off and Dispose of Soils Due to Non Typical Existing WM Depth	LD	200	\$40.00	\$8,000.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
				TOTALS:	\$221,288.47	0

rev, 06/15

Quan. Adj./Change Order No.: 1

[illegible]

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Murphy Pipeline Contractors, Inc.
Jacksonville, FL United States

Certificate Number:
2016-5702

Date Filed:
01/26/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Utilities and Environmental Services Department - Round Rock, TX.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

000000

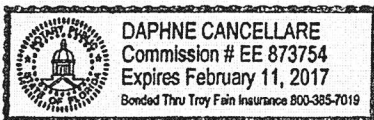
AC Waterline Replacement Phase 4 Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jim, Blasczyk	Houston, TX United States		X
	Andy, Mayer	Jacksonville, FL United States	X	

5 Check only if there is NO Interested Party. ☐

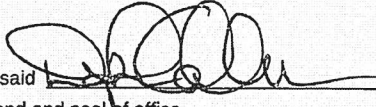
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said , this the 3 day of February, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

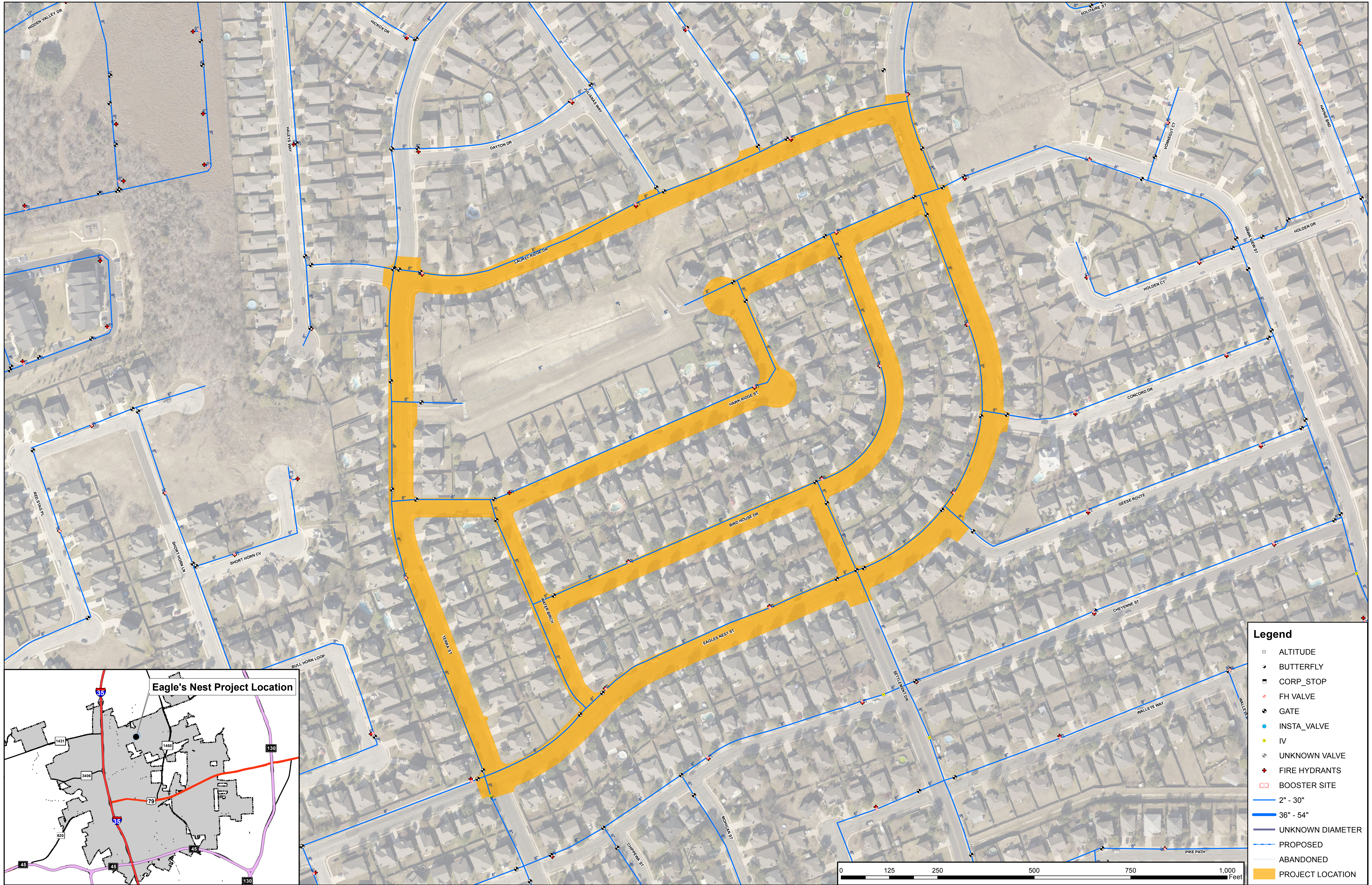
Andrew J. Dennis

Printed name of officer administering oath

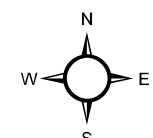
Secretary

Title of officer administering oath

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Date: 7/10/2015



Eagle's Nest A/C Waterline Replacement - Phase 4





City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with K. Friese & Associates, Inc. for the Kenney Fort Boulevard Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$79,745.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2016-3212

Kenney Fort Boulevard is a major arterial roadway shown on the Transportation Master Plan to eventually connect from the City of Georgetown across the City of Round Rock and continue to the City of Pflugerville. The first segment of Kenney Fort Boulevard between Joe DiMaggio Boulevard and Forest Creek Drive was completed during the summer of 2013. Future planning for the southern and northern sections of Kenney Fort Boulevard are ongoing. City Staff has been mindful of the future right-of-way needs for this roadway as development progresses and the City plans for future growth.

The original contract with K Friese & Associates prepared a preliminary roadway schematic and identified the additional required right-of-way corridor location and configuration of Kenney Fort Boulevard from US79 to Old Settlers Boulevard. This Supplemental Contract No. 1 with K Friese & Associates provides Plans, Specifications, and Estimates (PS&E), and Construction Phase Services for a 24-inch water transmission main to be constructed along Kenney Fort Boulevard from Old Settlers Boulevard to Chandler Creek Blvd. The 24-inch waterline will be designed, easements acquired, and constructed in connection with the Transportation Department's roadway project. This Supplemental Agreement No. 1 for \$79,745 will increase the original contract amount of \$450,961 to \$530,706.

Cost: \$79,745.00

Source of Funds: Self-Financed Water Construction

Staff Recommends Approval.

RESOLUTION NO. R-2016-3212

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with K. Friese & Associates, Inc. for the Kenney Fort Boulevard Extension Project, and

WHEREAS, K. Friese & Associates, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with K. Friese & Associates, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with K. Friese & Associates, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

22

vs

ss

SUPPLEMENTAL CONTRACT NO. 1

ADDRESS: 1120 S. Capital of Texas Hwy, Building 2 , Suite 100, Austin, TX 78746

PROJECT: Kenney Fort Boulevard Extension

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and K Friese & Associates, Inc., hereinafter called the “Engineer”.

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract”, on the 9th day of April, 2015 for the Kenney Fort Boulevard Extension Project in the amount of \$450,961.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$79,745.00 to a total of \$530,706.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$79,745.00 the lump sum amount payable under the Contract for a total of \$530,706.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

K FRIESE & ASSOCIATES, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT B

Engineering Services

UNDERSTANDING

K Friese & Associates, Inc. (KFA) will add the design of approximately 8,700 linear feet of 24-inch water transmission main to be included in the PS&E package for the Kenney Fort Boulevard project. Our understanding of the project is based on an email transmission from Leah Collier on October 5, 2015 and a follow up meeting with Chris Perkins and Jeff Bell, and consists of the following assumptions:

- Water main on a single pressure plane (no PRV's required)
- 24-inch diameter DI pipe will be used with AWWA C-900 included as a possible bid alternative
- Water line will be capped at either end for future connections
- Waterline will include several stub-outs (5 assumed for this proposal)

Additionally, KFA assumes:

- The waterline will cross Chandler Creek underground and will not be suspended from the bridge
- The waterline will be located within separate easements outside the Kenney Fort Right-of-Way. Ten (10) easement parcels have been assumed for this project.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

1. Project Meetings – KFA will attend two (2) design review meetings with the CORR Department of Utilities to review the plans and design.

TASK 2 – FINAL DESIGN

1. Construction Plans – KFA will produce the following sheets (11" x 17" Full-Size) as appropriate for the revised roadway design. QA/QC is included in each sheet task.
 - a. WATERLINE QUANTITY SUMMARY SHEET (1 Sheet)
 - b. WATERLINE NOTES (1 Sheet)
 - c. WATERLINE PLAN AND PROFILE SHEETS (20 Sheets)
 - d. WATERLINE DETAIL SHEETS (5 Sheets)
2. Opinion of Probable Construction Cost – KFA will prepare and submit an engineer's opinion of probable construction cost in Microsoft Excel format at each submittal to the City.
3. Waterline Easements – Inland Geodetics will recover, verify, and utilize established control from work performed previously and will prepare up to ten

ADDENDUM TO EXHIBIT B

Engineering Services

(10) individual easement acquisition packages consisting of a metes and bounds description and survey plat.

4. Contract Documents – KFA will prepare a set of construction contract documents in accordance with City of Round Rock Standards including:
 - a. Technical Specifications and Provisions
 1. City of Round Rock Standard Specifications
 2. Special Technical Specifications
 3. Special Provisions
5. Bid & Award – KFA will assist the City of Round Rock with contract administration during the bid phase of the project.
 - a. Addenda Preparation – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance. One (1) addendum has been assumed for budgeting purposes.
 - b. Conforming Documents – Addenda items will be incorporated into a set of “conformed” documents. We have included reproduction of 8 sets of conformed documents to be issued for construction (4 to City; 4 to Contractor).

TASK 3 – CONSTRUCTION PHASE

1. Construction Phase Services – KFA will assist the City of Round Rock with contract administration during the construction phase of the project. We understand the City of Round Rock will provide required construction inspection services, and have assumed that the construction duration will be approximately 12 months. KFA’s services will include:
 - a. Submittal Review – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.
 - b. Requests for Information (RFIs) – KFA will provide answers to requests for information (RFI’s) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Two (2) RFI’s have been assumed.
 - c. Record Drawings. KFA will use the Contractor’s redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Round Rock with one set of reproducible record drawings and provide one set of record drawings in .pdf format.

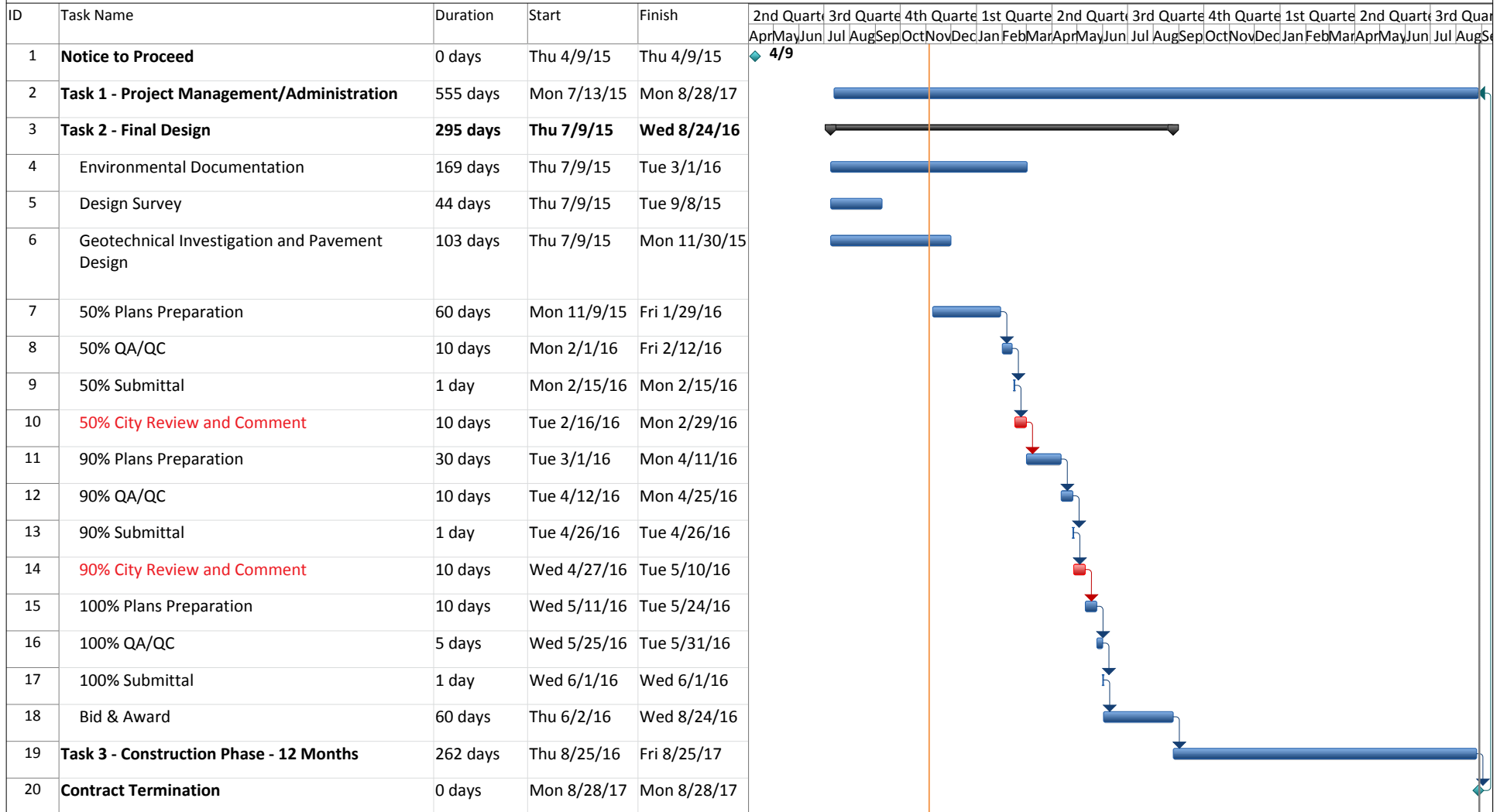
ASSUMPTIONS

1. No aerial (bridge) crossing of the water line will be required.
2. Easement title commitments will be provided by the City.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Kenney Fort Boulevard Extension
Exhibit C
Work Schedule



Date: Thu 11/5/15	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary			
	Project Summary		Inactive Summary		Start-only			

**ADDENDUM TO
EXHIBIT D
FEE SCHEDULE**

		Billing Rate	\$ 231.00	\$ 209.25	\$ 135.90	\$ 102.00	\$ 87.00	\$ 82.68	\$ 54.00					
Task			Principal Hours	Project Manager Hours	Senior Engineer Hours	Project Engineer Hours	EIT Hours	Sr. CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
Task 1 - Project Management					6		6			12	\$1,337		\$56	\$1,393
1	Project Meetings & Status Reports (2 Meetings)				6		6			12	\$1,337		\$56	\$1,393
Subtotal Task 1			0	0	6	0	6	0	0	12	\$1,337	\$0	\$56	\$1,393
Task 2 -Final Design														
1	Construction Plans												\$50	\$50
	a. WATERLINE QUANTITY SUMMARY SHEET (1)				2	4	8				\$1,376			\$1,376
	b. WATERLINE NOTES (1)				1	4	4	4		13	\$1,223			\$1,223
	c. WATERLINE PLAN AND PROFILE SHEETS (20)				60	100	160	160		480	\$45,503			\$45,503
	d. WATERLINE DETAILS (5)				2	4	8	8		22	\$2,037			\$2,037
2	Opinion of Probable Construction Cost				2		4			6	\$620			\$620
3	Waterline Easements									0	\$0	\$17,926		\$17,926
3	Contract Documents				2	4	8			14	\$1,376			\$1,376
4	Bid & Award									0				
	b. Addenda Preparation				2	4	8	4		18	\$1,707			\$1,707
	e. Conforming Documents				2		4	8		14	\$1,281			\$1,281
Subtotal Task 2			0	0	73	120	204	184	0	567	\$55,122	\$17,926	\$50	\$73,098
Task 3 -Construction Phase														
1	a. Submittal Review				4	8	8			20	\$2,056			\$2,056
	b. Requests for Information				2		4	4		10	\$951			\$951
	c. Record Drawings				4			20		24	\$2,197		\$50	\$2,247
Subtotal Task 3			0	0	91	136	240	220	0	673	\$5,203	\$0	\$50	\$5,253
Project Totals			0	0	170	256	450	404	0	1252	\$61,662.54	\$17,926	\$156	\$79,745

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

K Friese & Associates, Inc.
Austin, TX United States

Certificate Number:
2016-4982

Date Filed:
01/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

000000
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Owens, Thomas	Austin, TX United States		X
	Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Tom Owens

Signature of authorized agent of contracting business entity

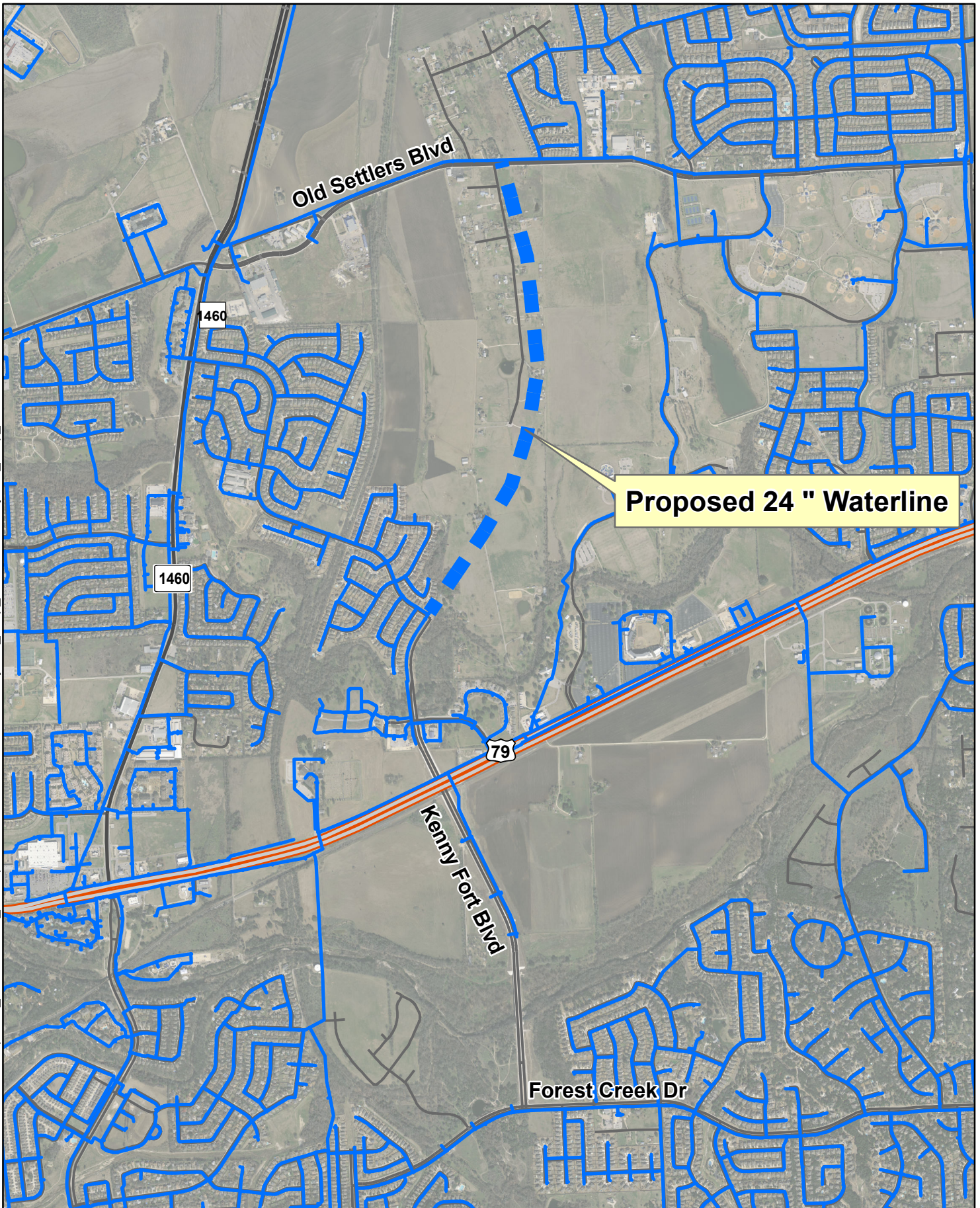
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Owens, this the 22nd day of January, 2016, to certify which, witness my hand and seal of office.

Elizabeth Lina
Signature of officer administering oath

Elizabeth Lina
Printed name of officer administering oath

Office Manager
Title of officer administering oath



Date: 1/25/2016



KENNY FORT BOULEVARD ARTERIAL "A" WATERLINE



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raba Kistner Consultants for construction material testing for the Old Settlers at Palm Valley Multipurpose Complex Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$56,627.00

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2016-3219

This item will authorize the City to enter into an agreement with Raba Kistner Consultants for construction materials testing for the Old Settlers Park Multipurpose Field Complex and Soccer Complex Improvements Project.

The Multipurpose Field Complex Project includes five (5) natural grass multipurpose fields, five (5) synthetic turf multipurpose fields, parking, sports lighting, restroom/concessions building, spectator amenities, playground, etc. The Soccer Complex Project will include renovation of the existing five (5) soccer fields to create two (2) multipurpose fields and three (3) individual soccer fields (1 full, 2 youth), replacement of the existing topsoil and sod, and ADA upgrades to the complex. The Multipurpose Field Complex will be completed first which will allow the City to move local leagues to the Multipurpose Complex while construction on the Soccer Complex occurs.

Cost: \$56,627.00

Source of Funds: 2014 Go Bonds

Staff recommends approval of this item.

RESOLUTION NO. R-2016-3219

WHEREAS, the City of Round Rock desires to retain professional consulting services for construction materials testing services for the Old Settlers Multipurpose Complex Project, and

WHEREAS, Raba Kistner Consultants (“Raba”) has submitted an Agreement for Professional Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with Raba, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Construction Materials Testing Services With Raba Kistner Consultants, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
CONSTRUCTION MATERIALS TESTING SERVICES WITH
RABA KISTNER CONSULTANTS**

THE STATE OF TEXAS	§	
	§	
THE CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THIS AGREEMENT for professional consulting services related to construction materials testing services for the Old Settlers Multipurpose Complex Improvements Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and RABA KISTNER CONSULTANTS, located at 8100 Cameron Road, Suite B-150, Austin, Texas 78754 (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for a construction material testing services for the Old Settlers Multipurpose Complex Improvements Project; and

WHEREAS, City desires to contract for such professional services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 EFFECTIVE DATE, DURATION, AND TERM

This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved.

City reserves the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.01 PROPOSAL FOR SERVICES

City has agreed to provide the services delineated in Exhibit “A” titled “City Services,” attached hereto and incorporated herein for all purposes.

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit “B” titled “Scope of Work,” which document is incorporated herein for all purposes.

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit “B.” Such services shall be performed in the time frame set forth in the “Work Schedule,” attached hereto as Exhibit “C,” and incorporated herein for all purposes. Consultant’s undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit “B,” and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit “B,” however, either party may make written requests for changes to the Scope of Work.” To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 10.01.

5.01 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit “D” entitled “Fee Schedule,” which document is attached hereto and incorporated herein for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit “B.”

Not-to-Exceed Total Payment for Services: Consultant’s total compensation for consulting services hereunder shall not exceed **Fifty-Six Thousand Six Hundred Twenty-Seven and No/100 Dollars (\$56,627.00)**. This amount represents the absolute limit of City’s liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant’s professional fees for work done on behalf of City.

Payment for Reimbursable Expenses: There shall be no payments for reimbursable expenses included in this Agreement.

Deductions: No deductions shall be made for Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

Additions: No additions shall be made to Consultant's compensation based upon project claims, whether paid by the City or denied.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September

1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

10.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

11.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily

completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

12.01 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

13.01 CITY'S RESPONSIBILITIES

Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a

comprehensive and detailed information request list, if any.

14.01 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

15.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

16.01 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

17.01 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

18.01 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

20.01 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

21.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights, if required in the performance of the services contracted for

herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

22.01 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, 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 hereunder.

23.01 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Katie Baker
Park Development Manger
City of Round Rock
301 West Bagdad Avenue
Round Rock, TX 78664
(512) 341-3355
kbaker@roundrocktexas.gov

24.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Raba Kistner Consultants
8100 Cameron Road, Suite B-150
Austin, Texas 78754

Notice to City:

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

AND TO:

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

25.01 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

26.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

27.01 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

28.01 DISPUTE RESOLUTION

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal

Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

29.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

30.01 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

31.01 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

32.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

33.01 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these

circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Raba Kistner Consultants

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

City of Round Rock
Old Settlers Park Multi-Sport Complex

Raba Kistner Consultants, Inc.

EXHIBIT "A"

SERVICES TO BE PERFORMED BY THE CITY OF ROUND ROCK

Raba Kistner will need to be furnished a set of plans and specs for above referenced project.

The City of Round Rock shall provide access to project site.

The City of Round Rock shall provide contact names and email addresses for the Project Design and Construction Team.

Services will be provided on a call out basis as needed by the City of Round Rock

EXHIBIT B – SCOPE OF WORK

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to perform construction materials testing and observation. At your request, we are submitting our estimate to provide the construction materials observation and testing services on the above-referenced project. These fees are in accordance with City of Round Rock Contract for Engineering Services, Resolution No. R-2014-1567, Contract No. 0127.1430; 00305376.

We propose an estimated budget of **\$46,781.00** for Package A and **\$9,846.00** for Package B for construction materials testing and observation services for the referenced project. These budgets are based on our understanding of the project, an estimate of quantities, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times the client or their representative requests our services will affect the suggested budget. Services will be provided on a call out basis for the unit fees attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Laboratory testing, in-place field nuclear density testing, and proofrolling observation,
- Reinforcing steel observations,
- Concrete and masonry compressive strength specimen sampling, testing, and reporting,
- Structural steel inspections, and
- Asphalt observation and testing

EXHIBIT B

GENERAL CONDITIONS
Old Settlers Park Multi-Sport Complex
Round Rock, Texas

General:

1. We understand that The City of Round Rock will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 2 hour minimum charge per each site visit. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. "Normal" work hours are defined as Monday through Friday, 7:00 am to 6:00 pm. Overtime rates at 1.4 times the normal hourly rate will be assessed after eight (8) hours of continuous work per day and/or outside normal work hours.
5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.
6. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

PAD15-036-00
December 16, 2015

REPORT DISTRIBUTION LIST

Please provide RKCI with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email.

Client: _____

Attention: _____

Phone No.: _____ Email: _____

Architect: _____

Attention: _____

Phone No.: _____ Email: _____

Engineer: _____

Attention: _____

Phone No.: _____ Email: _____

Contractor: _____

Attention: _____

Phone No.: _____ Email: _____

Other: _____

Attention: _____

Phone No.: _____ Email: _____

Please return this Attachment via fax or mail with signed Authorization

EXHIBIT "C"
WORK SCHEDULE

Old Settlers Park Multi-Sport Complex

Raba Kistner Consultants, Inc.

- Services will be performed on a call out basis with a minimum 24 hour notice.
- Schedule of Work dependent upon needs of construction testing and observation.

EXHIBIT D - FEE SCHEDULE

COST ESTIMATE BREAKDOWN			Date:	December 30, 2015
			Proposal Number:	PAD15-136-00
Project Name:	Old Settlers Park Multi-Sports Complex - Package A			
Project Location:	Harrell Parkway, Round Rock, TX			
Contact Name:	Katie Baker			
Client:	City of Round Rock - Parks and Recreation			
Address:	301 W. Bagdad Avenue, Suite 250			
City/State /Zip	Round Rock, TX 78664			
Phone Number::	512.341.3355 office			
Fax Number:	512.218.5548			
E-Mail:	kbaker@roundrocktexas.gov			
PACKAGE 1				
<i>Includes Alternate #1</i>				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM (Includes Atterberg Limits and Sieve Analysis)	\$415.00	each	0	\$0.00
Lime Series Curve	\$435.00	each	0	\$0.00
Field Testing/Observation				
In-Place Nuclear Densities	\$25.00	each	220	\$5,500.00
Field Lime Gradations (will include with Tech Time)	\$0.00	each	10	\$0.00
Materials Technician	\$50.00	hour	128	\$6,400.00
Vehicle Travel Charge (Based on 40 mile Round Trip)	\$22.40	trip	44	\$985.60
Subtotal				\$12,885.60
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$50.00	hour	45	\$2,250.00
Vehicle Travel Charge (Based on 40 mile Round Trip)	\$22.40	trip	15	\$336.00
Subtotal				\$2,586.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$17.00	each	300	\$5,100.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	190	\$9,500.00
Materials Technician (overtime)	\$70.00	hour	0	\$0.00
Vehicle Travel Charge (Based on 40 mile Round Trip)	\$22.40	trip	70	\$1,568.00
Subtotal				\$16,168.00
MASONRY				
Laboratory Testing				
Mortar Cubes	\$24.00	each	24	\$576.00
Compressive Strength Grout	\$17.00	each	16	\$272.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	14	\$700.00
Vehicle Travel Charge (Based on 40 mile Round Trip)	\$22.40	trip	4	\$89.60
Subtotal				\$1,637.60
STRUCTURAL STEEL INSPECTION				
Field Testing/Observation				
CWI Inspector	\$85.00	hour	40	\$3,400.00
Vehicle Travel Charge (Based on 40 mile Round Trip)	\$22.40	trip	8	\$179.20
Subtotal				\$3,579.20
ASPHALT				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical spasic Gravity)	\$459.00	each	9	\$4,131.00
Asphalt Coring Equipment	\$92.00	day	27	\$2,484.00
Density of Asphalt Cores	\$40.00	each	27	\$1,080.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	24	\$1,200.00
Vehicle Travel Charge (Based on 40 mile Round Trip)	\$22.40	trip	4	\$89.60
Subtotal				\$8,984.60
PROJECT ADMINISTRATION				
Project Engineer	\$165.00	hour	1	\$165.00
Clerical	\$55.00	hour	10	\$550.00
Subtotal				\$940.00
GRAND TOTAL				\$46,781.00

EXHIBIT D - FEE SCHEDULE

COST ESTIMATE BREAKDOWN			Date:	December 30, 2015
			Proposal Number:	PAD15-136-00
Project Name:	Old Settlers Park Multi-Sports Complex - Package B			
Project Location:	Harrell Parkway, Round Rock, TX			
Contact Name:	Katie Baker			
Client:	City of Round Rock - Parks and Recreation			
Address:	301 W. Bagdad, Suite 250			
City/State /Zip	Round Rock, TX 78664			
Phone Number::	512.341.3355 office			
Fax Number:	512.218.5548			
E-Mail:	kbaker@roundrocktexas.gov			
PACKAGE 2				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM (Includes Atterberg Limits and Sieve Analysis)	\$415.00	each	2	\$830.00
Field Testing/Observation				
In-Place Nuclear Densities	\$25.00	each	36	\$900.00
Materials Technician	\$50.00	hour	15	\$750.00
Vehicle Travel Charge (Based on 40 Mile Round Trip)	\$22.40	trip	5	\$112.00
Subtotal				\$2,592.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$50.00	hour	6	\$300.00
Vehicle Travel Charge (Based on 40 Mile Round Trip)	\$22.40	trip	2	\$44.80
Subtotal				\$344.80
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$17.00	each	35	\$595.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	36	\$1,800.00
Materials Technician (overtime)	\$70.00	hour		\$0.00
Vehicle Travel Charge (Based on 40 Mile Round Trip)	\$22.40	trip	12	\$268.80
Subtotal				\$2,663.80
ASPHALT				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical spasicific Gravity)	\$459.00	each	1	\$459.00
Asphalt Coring Equipment	\$92.00	each	27	\$2,484.00
Density of Asphalt Cores	\$40.00	each	27	\$1,080.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	4	\$200.00
Vehicle Travel Charge (Based on 40 Mile Round Trip)	\$22.40	trip	1	\$22.40
Subtotal				\$4,245.40
PROJECT ADMINISTRATION				
Project Engineer	\$165.00	hour	2	\$330.00
Clerical	\$55.00	hour	6	\$330.00
Subtotal				\$720.00
GRAND TOTAL				\$9,846.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2016

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

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

PRODUCER Wortham Insurance & Risk Management 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Cindy Rains
	PHONE (A/C, No, Ext): 210-249-2325 FAX (A/C, No): 210-223-2806
	E-MAIL ADDRESS: cindy.rains@worthaminsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Allied World Assurance Company (US) Inc 012525
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 28079996 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2015	7/18/2016	\$1,000,000 Each Claim \$1,000,000 Aggregate

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

Project: PO# 20160346-00 - Old Settlers Park Multi Sport Complex

CERTIFICATE HOLDER

Dept 3410
City of Round Rock
Parks & Recreation
3301 W Bagdad Ave, Suite 250
Round Rock TX 78664

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Wortham Insurance & Risk Management		NAMED INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	
POLICY NUMBER 03097073			
CARRIER Allied World Assurance Company (US) Inc	NAIC CODE 012525	EFFECTIVE DATE: 7/18/2015	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

HOLDER: City of Round Rock Parks & Recreation

ADDRESS: 3301 W Bagdad Ave, Suite 250 Round Rock TX 78664

Additional Named Insureds:

Raba Kistner Consultants Inc
Raba Kistner Infrastructure Inc
Raba Kistner Environmental Inc
Raba Kistner Facilities Inc
Raba Ingenieros S. de R. L. de C. V.
PC Sports Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2016

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

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

PRODUCER Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205		CONTACT NAME: Janet Hajek PHONE (A/C, No, Ext): 210-222-2161 E-MAIL: Address:jhajek@catto.com FAX (A/C, No):	
INSURED Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Ins. Co. NAIC # 30104 INSURER B : Hartford Ins Co of the Midwest 37478 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1533618175

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	65UUNZR1762	10/1/2015	10/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	65UENZR2052	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	Y	N/A	65WEAL1929	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Auto Physical Damage			65UENZR2052	10/1/2015	10/1/2016	Comp. Deductible 1000 Coll. Deductible 1000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.

Project: Old Settlers Park Multi-Sport Complex / PO #20160346-00

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement provision that provides additional See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock - Parks and Recreation 3301 W. Bagdad Ave., Suite 250 Round Rock TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Catto & Catto LLP		NAMED INSURED Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The General Liability, Auto Liability and Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto Liability and Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-8557

Date Filed:
02/03/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner Consultants, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

000000

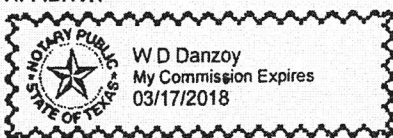
Construction Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Gabriel Amelas, Jr.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gabriel Amelas, Jr. this the 3rd day of February 2016, to certify which, witness my hand and seal of office.

Wendy Dickey Danzoy
Signature of officer administering oath

Wendy Dickey Danzoy
Printed name of officer administering oath

Business Manager
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with Central Road and Utility, Ltd. for the Old Settlers Park Improvement Project - Phase 2.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$621,688.50

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Engineer Letter, Bid Tab, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2016-3207

This project includes rehabilitation and expansion of the existing Lakeside Trail at Old Settlers Park. It also addresses several ADA concerns throughout the park, specifically high use areas around the park pavilions. Drainage issues along the Creekside Loop trail and the parking lot adjacent to Salt Lick will also be addressed during this project. Additionally, this project will include ADA and parking improvements at Lake Creek Park, as well as a trail extension and road realignment. Currently, the park road near Lake Creek Pole makes an uncomfortable jog around electrical poles. As part of this project, Oncor will be consolidating their poles allowing for a more direct route and safer driving alignment.

Cost: \$621,688.50

Source of Funds: 2014 GO Bonds

Staff recommends approval

RESOLUTION NO. R-2016-3207

WHEREAS, the City of Round Rock has duly advertised for bids for the Old Settlers Park Improvement Project – Phase 2; and

WHEREAS, Central Road and Utility, Ltd. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Central Road and Utility, Ltd., Now
Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Central Road and Utility, Ltd. for the Old Settlers Park Improvement Project – Phase 2.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

January 10, 2016



Ms. Katie Baker
City of Round Rock Parks and Recreation Department
301 West Bagdad, Suite 250
Round Rock, Texas 78681

RE: Recommendation of Award
Old Settler Park Improvement Project-Phase 2
HEA Project 14-025.b.phase 2.

Dear Ms. Baker

In accordance with your request, I would like to provide the following information regarding the public bid results for the City of Round Rock Old Settlers Park Improvement Project Phase 2. There were two (2) bidders per the attached bid tabulation results. The bidder with the lowest combination of the three (3) base bid prices is Central Road and Utility, Ltd. with a total price for Base Bid 1, 2, and 3 of \$621,688.00. It is recommended to award the Old Settlers Park Improvement Project Phase 2 to Central Road and Utility, Ltd.

I trust this information is adequate for your needs; however, should you have any questions please contact me at 512-244-1546.

Sincerely
Hagood Engineering Associates, Inc.

Terry R. Hagood, P.E.
TRH/xx



Attachments

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
			BASE BID #1 OLD SETTLERS PARK LAKE VIEW TRAIL				
1	1	LS	Mobilization, complete in place per plan	\$15,000.00	\$15,000.00	\$33,800.00	\$33,800.00
2	1	LS	Traffic controls and pedestrian barricades, complete per plan	\$5,500.00	\$5,500.00	\$5,750.00	\$5,750.00
3	4,820	LF	Silt fencing including maintenance during project duration, complete in place per plans	\$3.00	\$14,460.00	\$2.25	\$10,845.00
4	2,625	SY	Demolition and removal of existing asphalt trail including base, haul off, and disposal; complete in place per plan	\$9.00	\$23,625.00	\$5.15	\$13,518.75
5	2,250	SF	Demolition and removal of existing concrete sidewalk including sawcutting, base, haul off and disposal; complete in place per plan	\$3.50	\$7,875.00	\$2.15	\$4,837.50
6	5,380	LF	Installation of 8' wide concrete trail including excavation and/or fill, base, broom finish, and finish grading; complete in place per plan	\$41.00	\$220,580.00	\$44.00	\$236,720.00
7	25	LF	2 - 18" RCP pipes with concrete safety end treatment; complete in place per plan	\$425.00	\$10,625.00	\$360.00	\$9,000.00
8	60	LF	Steel galvanized handrail; complete in place per plan	\$65.00	\$3,900.00	\$76.00	\$4,560.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
9	3,625	SF	5" thick concrete pavement including excavation and /or fill, base, and broom finish; complete in place per plan	\$8.50	\$30,812.50	\$6.40	\$23,200.00
10	1	LS	Pavement markings, complete in place per plan	\$2,500.00	\$2,500.00	\$480.00	\$480.00
11	4	EA	Concrete Wheel Stops; complete in place per plan	\$100.00	\$400.00	\$75.00	\$300.00
12	1	LS	Hydromulch revegetation of all disturbed areas including watering and grow-in; complete per place in plan	\$11,500.00	\$11,500.00	\$44,200.00	\$44,200.00
LAKEVIEW TRAIL							
TOTAL BASE BID (Items 1 thru 12)					\$346,777.50		\$387,211.25
STATEMENT OF SEPARATE CHARGES:							
Materials					\$206,332.60		\$162,600.00
All Other Charges:					\$140,444.90		\$224,611.75
*Total:							
*Note: This total must be the same amount as shown above from "Total Base Bid"							
					\$346,777.50		\$387,211.75

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
BASE BID #2 OLD SETTLERS PARK CREEKSIDE LOOP							
<u>Bid Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
13	1	LS	Mobilization; complete in place per plan	\$2,500.00	\$2,500.00	\$15,500.00	\$15,500.00
14	1	LS	Traffic Controls and pedestrian barricades; complete in place per plan	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
15	320	LF	Erosion log including maintenance during project duration; complete in place per plan	\$12.00	\$3,840.00	\$5.00	\$1,600.00
16	125	LF	Rock berm including maintenance during project duration; complete in place per plan	\$45.00	\$5,625.00	\$18.00	\$2,250.00
17	320	SY	Demolition and removal of existing asphalt trail inclidng base, haul off, and disposal; complete in place per plan	\$15.00	\$4,800.00	\$45.00	\$14,400.00
18	80	LF	2 - 18: RCP pipes with concrete safety end treatment; complete in place per plan	\$225.00	\$18,000.00	\$350.00	\$28,000.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
19	350	LF	Installation of 8" wide concrete trail including excavation and/or fill, base, broom finish, and finish grading; complete in place per plan	\$45.00	\$15,750.00	\$75.00	\$26,250.00
20	245	SF	Installation of 5" concrete sidewalk including excavation and/or fill, base, and broom finish; complete in place per plan	\$14.00	\$3,430.00	\$63.00	\$15,435.00
21	272	LF	Steel galvanized handrail; complete in place per plan	\$65.00	\$17,680.00	\$147.00	\$39,984.00
22	590	SF	Crushed Limestone gravel including weed barrier; complete in place per plan	\$5.00	\$2,950.00	\$6.00	\$3,540.00
23	1	LS	Pavement markings; complete in place per plan	\$2,500.00	\$2,500.00	\$500.00	\$500.00
24	1	LS	Salt Lick - removal of existing 8" PVC drain and 3 inlets including pavement sawcutting and asphalt removal; complete in place per plan	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00
25	1	LS	Salt Lick - installation of 3 2'x2' precast concrete inlets with heavy duty grates and 8" PVC schedule 40 pipe including reconnection to existing pipe; complete in place per plan	\$15,500.00	\$15,500.00	\$11,300.00	\$11,300.00
26	1	LS	Salt Lick - Asphalt pavement repair including restriping of parking spaces; complete in place per plan	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00

OLD SETTLERS PARK IMPROVEMENTS
 ROUND ROCK, TEXAS
 JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
27	1	LS	Hydromulching revegetation of all disturbed areas including watering and grow-in; complete in place per plan	\$3,500.00	\$3,500.00	\$6,200.00	\$6,200.00
CREEKSIDE LOOP TOTAL BASE BID #2 (Items 13 thru 27)					\$111,075.00		\$178,159.00
STATEMENT OF SEPARATE CHARGES:							
Materials					\$66,089.62		\$71,300.00
All Other Charges:					\$44,985.38		\$106,859.00
*Total: *Note: This total must be the same amount as shown above from "Total Base Bid"					\$111,075.00		\$178,159.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS

ALTERNATE BID #1 OLD SETTLERS PARK ADA IMPROVEMENTS							
<u>Bid Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
28	1	LS	Mobilization; complete in place per plan	\$2,500.00	\$2,500.00	\$5,700.00	\$5,700.00
29	1	LS	Traffic Controls and pedestrian barricades; complete in place per plan	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00
30	40	LF	Silt fencing including maintenance during proejct duration; complete in place per plan	\$11.00	\$440.00	\$3.00	\$120.00
31	410	SF	Demolition and removal of existing concrete sidewwalk including, sawcutting, base, haul off and disposal; complete in place per plan	\$5.00	\$2,050.00	\$7.00	\$2,870.00
32	315	SF	Installation of 5" concrete sidewalk including excavation and/or fill, base, and broom finish; complete in place per plan	\$13.00	\$4,095.00	\$6.00	\$1,890.00
33	2	EA	Demolition and removal of exisisting handicap ramp including haul off and disposal; complete in place per plan	\$400.00	\$800.00	\$400.00	\$800.00

7

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
34	2	EA	Install of 6' long ADA compliant ramps matching existing sidewalk width including detection surface; complete in place per plan	\$1,900.00	\$3,800.00	\$900.00	\$1,800.00
35	1	LS	Installation of Handicap signs including posts, footings and "Van Accessible" sign; complete in place per plan	\$550.00	\$550.00	\$4,000.00	\$4,000.00
36	1	LS	Pavement marking; complete in place per plan	\$1,500.00	\$1,500.00	\$4,200.00	\$4,200.00
36A	1	EA	Demolition and removal of existing wood steps at Tennis Courts Bldg. And replace with concrete steps including haul off and disposal	\$9,500.00	\$9,500.00	\$7,200.00	\$7,200.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
36B	1	EA	Demolition of existing wood ADA ramp at Tennis Courts Bldg and replace with concrete and wood ramp including handrail, decking, hauloff and disposal; complete in place per plan	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00
37	1	LS	Hydromulch revegetation of all disurbed areas inclidng watering and grow-in; complete in place per plan	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00
ADA IMPROVEMENTS							
TOTAL ALT BID #1 (Items 28 thru 37)					\$47,735.00		\$45,580.00
STATEMENT OF SEPARATE CHARGES:							
Materials					\$28,640.00		\$16,900.00
All Other Charges:					\$19,095.00		\$28,680.00
*Total:							
*Note: This total must be the same amount as shown above from "Total Base Bid"					\$47,735.00		\$45,580.00

ALTERNATE BID #2							
OLD SETTLERS PARK							
D.G. CONVERSION AREAS							
<u>Bid Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
38	1	LS	Mobilization; complete in place per plan	\$3,500.00	\$3,500.00	\$9,600.00	\$9,600.00
39	1	LS	Traffic Controls and pedestrian barricades; complete in place per plan	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
40	630	LF	Silt fencing including maintenance during proejct duration; complete in place per plan	\$5.00	\$3,150.00	\$3.00	\$1,890.00
41	10,300	SF	Demolition and removal of existing decompossed granite including, base, haul off and disposal; complete in place per plan	\$1.50	\$15,450.00	\$1.25	\$12,875.00
42	10,300	SF	Installation of 5" concrete sidewalk including excavation and/or fill, base, and broom finish; complete in place per plan	\$7.25	\$74,675.00	\$5.25	\$54,075.00
43	1	LS	Hydromulch revegetation of all disturbed areas inclidng watering and grow-in; complete in place per plans	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
D.G. CONVERSION AREAS							
TOTAL ALT BID #1 (Items 23 thru 43)					\$107,275.00		\$84,440.00
STATEMENT OF SEPARATE CHARGES:							
Materials					\$64,625.00		\$35,500.00
All Other Charges:					\$43,300.00		\$48,940.00
*Total:							
*Note: This total must be the same amount as shown above from "Total Base Bid"					\$107,925.00		\$84,440.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS

BASE BID #3 LAKE CREEK PARK							
<u>Bid Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
44	1	LS	Mobilization; complete in place per plan	\$3,500.00	\$3,500.00	\$18,300.00	\$18,300.00
45	1	LS	Traffic Controls and pedestrian barricades; complete in place per plan	\$4,500.00	\$4,500.00	\$9,200.00	\$9,200.00
46	320	LF	Silt fencing including maintenance during project duration; complete in place per plan	\$6.00	\$1,920.00	\$6.00	\$1,920.00
47	1,500	SY	Demolition and removal of existing asphalt and curb and gutter including, base, haul off and disposal; complete in place per plan	\$12.00	\$18,000.00	\$12.50	\$18,750.00
48	950	SY	Demolition and removal of existing asphalt surface course including haul off, and disposal; complete in place per plan	\$11.00	\$10,450.00	\$3.50	\$3,325.00
49	1,100	LF	Installation of 24" laydown (ribbon) including base 2' beyond back of curb; complete in place per plan	\$17.50	\$19,250.00	\$12.00	\$13,200.00

OLD SETTLERS PARK IMPROVEMENTS
ROUND ROCK, TEXAS
JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
50	1,200	SY	Installation of asphalt pavement including excavation an/or fill, and base; complete in place per plan	\$35.00	\$42,000.00	\$41.00	\$49,200.00
51	950	SY	Installation of asphalt surface course over existing scarified and proofrolled base; complete in place per plan	\$25.00	\$23,750.00	\$16.00	\$15,200.00
52	2,390	SF	Installation of 5" concrete sidewalk including excavation and/or fill, base, and broom finish; complete in place per plan	\$7.00	\$16,730.00	\$12.00	\$28,680.00
53	4	EA	Galvanized Steel, concrete filled dumpster bollards; complete in place per plan	\$475.00	\$1,900.00	\$690.00	\$2,760.00
54	624	SF	5" thick concrete pavement inclidng excavation and/or fill, base, and broom finish; complete in place per plan	\$9.00	\$5,616.00	\$11.00	\$6,864.00
55	1	LS	Pavement markings, complete in place per plan	\$1,950.00	\$1,950.00	\$1,700.00	\$1,700.00
56	40	EA	Concrete wheel stops; complete in place per plan	\$100.00	\$4,000.00	\$75.00	\$3,000.00
57	590	SF	4" Topsoil and finish grading of disturbed areas; complete in place per plan	\$3.00	\$1,770.00	\$16.00	\$9,440.00

OLD SETTLERS PARK IMPROVEMENTS
 ROUND ROCK, TEXAS
 JOB: 14-025

				CENTRAL ROAD & UTILITY LTD		CHASCO CONTRACTING	
ITEM NO.	APPROX. QTY	UNIT	ITEM WITH UNIT BID WRITTEN IN WORDS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS	UNIT BID PRICE DOLLARS CENTS	AMOUNT BID DOLLARS CENTS
58	1	LS	Sod revegetation of all distrubed areas inclidng watering and grow-in; complete in place per plan	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00
LAKE CREEK PARK				\$163,836.00		\$192,539.00	
TOTAL BASE BID #3 (Items 44 thru 58)							
STATEMENT OF SEPARATE CHARGES:							
Materials				\$98,000.00		\$75,200.00	
All Other Charges:				\$65,836.00		\$117,339.00	
*Total:				\$163,836.00		\$192,539.00	
*Note: This total must be the same amount as shown above from "Total Base Bid"							

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Central Road & Utility, Ltd.
Austin, TX United States

Certificate Number:
2016-7105

Date Filed:
01/29/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

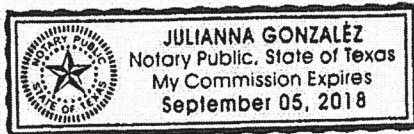
000000
Old Settlers Park Improvement Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martinez, Robert	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Robert R. Martinez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert R. Martinez, this the 3rd day of February, 2016, to certify which, witness my hand and seal of office.

Julianna Gonzalez
Signature of officer administering oath

Julianna Gonzalez
Printed name of officer administering oath

OM
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program (TCIP).

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$18,399,086.00

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2016-3208

The Transportation Capital Improvement Program is a multi-year program for improvements to major roads and arterials in the City. Funding for this plan is provided through the 1/2 cent sales tax established for the purpose of transportation system improvements that support economic development. Proposed changes to the program include:

- 1) Add \$1,000,000 to the Traffic Signal program, for installation of future signals throughout the city;
- 2) Add \$1,000,000 to the Arterial Improvement Program (AKA Bottleneck Program), for future bottleneck projects throughout the city;
- 3) Add \$17,843 to the Southwest Downtown San Saba/Liberty project to cover final project costs;
- 4) Shift \$114,833 from the University Boulevard project to the Cypress Boulevard project to cover costs associated with an Atmos gas line relocation;
- 5) Add \$750,000 to the Kenney Fort Segment 4 project for right-of-way acquisition costs;
- 6) Add \$12,412 to the Southwest Downtown Phase 5A project related to the consolidation of the former Southwest Downtown and Mays Street projects;
- 7) Create a new project, Kenney Fort Boulevard Segments 2 & 3 with an initial budget of \$1,500,000;
- 8) Create a new project, Bagdad Extension (which includes a realignment of McNeil Road across the former Builder's Gypsum property), with an initial budget of \$7,500,000;
- 9) Create a new project, Southwest Downtown Phase 5B, with an initial Type B budget of \$5,118,831. This project has also been awarded federal funding in the amount of

\$1,156,169, for a total budget of \$6,275,000.

10) Create a new project, SH 45 Frontage Roads, with an initial budget of \$500,000.

11) Create a new project, Gattis School Road Segment 6, with an initial budget of \$1,000,000.

The proposed net budget amendment totals \$18,399,086.

Staff recommends approval.

RESOLUTION NO. R-2016-3208

WHEREAS, the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has previously adopted a Transportation Capital Improvement Plan (“TCIP”), and

WHEREAS, the RRTEDC wishes to amend said TCIP, and

WHEREAS, the bylaws of the RRTEDC require that said amendments to the TCIP be approved by the City Council, and

WHEREAS, the City Council wishes to approve said amendments to the TCIP, Now
Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the amendment to the Transportation Capital Improvement Plan approved by the Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit “A”, is hereby approved.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Transportation Capital Improvements Program (TCIP)
Round Rock Transportation and Economic Development Corporation

EXHIBIT

“A”

Project Name	Project Limits	Work Description	Construction Date	Estimated Corporation Funding	Other Funding		Total Cost	TCIP Amendment #36
RM 620	At Union Pacific Railroad	Construct railroad grade separation	Fall 2017	\$5,944,558			\$5,944,558	
Traffic Signals	Various locations	Design and construct traffic signals, implement signal timing plans	On-going	\$7,502,334			\$7,502,334	\$1,000,000
Transportation Consulting		Miscellaneous consulting work in support of transportation programs and planning	On-going	\$1,346,293			\$1,346,293	
South Mays at Gattis School Road	1000 feet in all directions of intersection; schematic from Mays Street to Red Bud Lane	Design intersection improvements including turns lanes, signal improvements and pedestrian accommodations. Develop conceptual schematic for MAD 6 between Mays Street and Red Bud Lane.	TBD	\$30,432			\$30,432	
FM 3406	Sam Bass Road to IH 35	Design and construct intersection improvements at various intersections from Sam Bass Road to IH 35.	Spring 2012	\$1,585,339			\$1,585,339	
FM1460 North to University	Westinghouse Road to University Boulevard	Design a MAD 4 roadway, including plans, specifications and estimates, right-of-way determination and utility coordination, and cost sharing on right-of-way acquisition.	Winter 2012	\$585,939			\$585,939	
Major Maintenance Program	Various locations	Major maintenance of various arterials throughout the City FY 12-17	Ongoing	\$7,665,490			\$7,665,490	
Arterial Improvement Program	Various locations	Design and construct projects which remove bottlenecks in the system.	Ongoing	\$4,002,576			\$4,002,576	\$1,000,000
Railroad Quiet Zones	UPRR, between CR 172 and St. Williams	Create a Railroad Quiet Zone between CR 172 and St. Williams Street	Summer 2013	\$2,013,567	\$452,270	a	\$2,465,837	
IH 35 ramp reversals and frontage roads	Old Settlers Boulevard to US 79	Design and construct new entrance and exit ramps, obliterate old ramps, and add a lane to the frontage roads. Includes pedestrian accommodations and environmental documents.	Summer 2015	\$1,149,478	\$7,000,000	a	\$8,149,478	
Creek Bend Boulevard	Creek Bend Circle to Wyoming Springs Drive	Design and construct a MAD 4 roadway with a bridge over Brushy Creek and Hairy Man Road. Includes all right-of-way acquisition, environmental work, etc.	Fall 2014	\$1,615,870	\$11,569,804	c		
					326,579.00	e	\$13,512,253	
Southwest Downtown	Various location in southwest downtown	Design and construct street and pedestrian improvements on the remaining streets in southwest downtown. Includes San Saba, Liberty, Blair, and Bagdad.	Fall 2013	\$6,856,823			\$6,856,823	\$17,843
La Frontera Streets Phase 2	Various streets in La Frontera	Design road repairs for pavement failures in La Frontera	TBD	\$1,143,376	\$2,486,405	c	\$3,629,781	
Arterial Sidewalk Program	Various locations	Design and construct sidewalks on various arterials throughout the City	TBD	\$450,000	\$115,163	h	\$565,163	
Major Bridge Maintenance	Various locations	Major bridge maintenance on arterial bridges throughout the city.	TBD	\$100,000			\$100,000	
University Boulevard	IH-35 frontage road to Sunrise Road	Design and construct a six-lane divided section, with sidewalks and a raised median. To include utility relocation and right-of-way acquisition.	TBD	\$14,835,167	\$5,000,000	d	\$19,835,167	-\$114,833
Seton Parkway, Phase 2	From current end west of Seton Hospital south and east to A. W. Grimes Boulevard	Design and construct half of a 4 lane divided arterial.	TBD	\$475,000	\$2,200,319	c	\$3,399,053	
					\$380,019	b		
					\$343,715	e		
Cypress Boulevard Realignment	At Cypress Boulevard/Eagles Nest and Sunrise Road	Design and construct the realignment of Cypress Boulevard with Eagles Nest	TBD	\$2,161,905			\$2,161,905	\$114,833
Downtown Infrastructure Improvements	Generally located E. of Mays St., S. of Brushy Creek, W. of Georgetown St. and N. of UPRR	Develop master infrastructure plan for downtown	2014	\$950,238			\$950,238	
Gattis School Road	Greenlawn Blvd. to Red Bud Lane	Develop conceptual buidout plan for Gattis School Road, and acquire right-of-way and/or easements.	Fall, 2013	\$4,772,472			\$4,772,472	



Transportation Capital Improvements Program (TCIP) Round Rock Transportation and Economic Development Corporation

Project Name	Project Limits	Work Description	Construction Date	Estimated Corporation Funding	Other Funding		Total Cost	TCIP Amendment #36
Kenney Fort Boulevard right-of-way	Within Round Rock jurisdiction	Purchase right-of-way for arterial within Round Rock jurisdiction	Spring, 2014	\$1,136,933			\$1,136,933	\$750,000
Southwest Downtown Phase 5	Round Rock Avenue, Main Street and Mays Street between Brushy Creek and UPRR	Design and construct street and pedestrian improvements on Round Rock Avenue, Main Street and Mays Street.	Spring, 2014	\$1,900,402	\$15,723,186	c	\$17,623,588	\$12,412
Oakmont Extension	Westinghouse Road to Bass Pro	Construct MAD 4 within the CORR city limits - Lead by Georgetown	Summer, 2015	\$3,500,000			\$3,500,000	
Neighborhood Connectivity	Various	Acquire right of way and conduct preliminary engineering on various neighborhood connectivity projects	Ongoing	\$300,000			\$300,000	
Kenney Fort Blvd. Segments 2 & 3	Forest Creek Drive to SH 45	Design MAD 6 roadway with related appurtenances	TBD	\$1,500,000			\$1,500,000	\$1,500,000
Bagdad Extension	Mays Street to Georgetown Street	Design and construct collector roadway with related appurtenances	TBD	\$7,500,000			\$7,500,000	\$7,500,000
Southwest Downtown Phase 5B	Blair, Bagdad, Florence Streets	Design and construct improvements in theSWDT area in accordance with adopted master plan	Summer, 2016	\$5,118,831	\$1,156,169	a	\$6,275,000	\$5,118,831
SH 45 Frontage Roads	Donnell Drive to Heatherwilde	Design and construct frontage roads and related appurtenances	TBD	\$500,000			\$500,000	\$500,000
Gattis School Road Segment 6	Via Sonoma to Red Bud Lane	Design plans to widen roadway to a MAD 6	TBD	\$1,000,000			\$1,000,000	\$1,000,000
				Total Current Projects	\$87,643,023	\$46,753,629	\$134,396,652	\$18,399,086
				Total Completed Projects	\$173,382,839	\$301,439,447	\$474,822,286	\$0
				Total TCIP Projects	\$261,025,862	\$348,193,076	\$609,218,938	\$18,399,086

Legend	
a = State/Federal Fund	e- City Utility Fund
b = Private	f- American Recovery and Reinvestment Act
c - GO & CO Transportation	g- General Self Financed Construction
d = Williamson County	h - Developer contribution

TCIP Amendment #36
Updated 02-11-2016



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for the Transportation Master Plan Update Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$500,000.00

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3169

The City of Round Rock's Transportation Master Plan provides guidance on existing and proposed transportation facilities throughout the city, to support the mobility needs of our citizens and to promote our continued economic growth and vitality. The plan helps to guide the short and long term implementation of projects, and it serves as a clearing house for all transportation related planning for the city. In addition to roadways, the plan will include analyses and recommendations for our bicycle and pedestrian facilities, and it will incorporate the recently completed Transit Master Plan.

The Transportation Master Plan was originally developed and adopted in 1997, with updates occurring in 2003 and 2010. City staff conducted a request for qualifications process to select a consultant for this project. The unanimous choice of the selection team was HDR Engineering, Inc.

This contract with HDR Engineering, Inc. in the amount of \$500,000 will perform all steps necessary to completely update all aspects of the plan.

Cost: \$500,000

Source of Funds: *Type B Corporation*

Staff recommends approval.

RESOLUTION NO. R-2016-3169

WHEREAS, the City of Round Rock desires to retain engineering services for the Transportation Master Plan Update Project; and

WHEREAS, HDR Engineering, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with HDR Engineering, Inc.,
Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with HDR Engineering, Inc. for the Transportation Master Plan Update Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: HDR ENGINEERING, INC. ("Engineer")

ADDRESS: 810 Hesters Crossing, Suite 120, Round Rock, TX 78681

PROJECT: Transportation Master Plan Update

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2016 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 Thousand and No/100 Dollars (\$500,000.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

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

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

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

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

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26

INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

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

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

HDR ENGINEERING, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following information and/or perform the following tasks:

1. Provide the following existing data the Owner has on file concerning the project, if available.
 - Available existing “as-built” information, interface data, and construction documents for projects adjacent to, crossing, and/or within study limits;
 - Assistance obtaining required data and information from other local, regional, State and federal agencies;
 - Available Accident Data, Crash Records Information System (CRIS);
 - Travel Demand Models used as part of the previous Transportation Master Plan;
 - Population and employment projections for base, five, ten, and twenty-five year horizons;
 - 2010 Census population data from the US Census Bureau;
 - Available database (with name, address, email and phone number) of stakeholders, neighborhoods and elected officials;
 - Most recent aerial photography of the City of Round Rock;
 - Available 24-hour traffic volume counts for the last 5-10 years;
 - Most recent Geographical Information System (GIS) files from the City and other databases, including aerial mapping and associated data files that show the location of property lines, street curbs, street names, trails, MPO boundary, topography (2' contours), known environmental features, land use, zoning and other features that will be used to develop the Thoroughfare Plan;
 - Maps and or shape files illustrating location of existing shared-use trails and on-street bicycle facilities and sidewalks;
 - Site plans and details of proposed development projects;
 - Round Rock land use and zoning map;
 - Round Rock future water and waste water map showing future development;
 - Right-of-way map along major arterials;
 - Utility maps along major arterials, upon request;
 - Programmed transportation infrastructure improvement projects list;
 - Round Rock Thoroughfare Plan;
 - Available stakeholder and neighborhood contact list;
 - Other previous studies relevant to the project.
2. Provide the following documents to the Engineer for review:
 - 2020 General Plan;
 - All adopted and ongoing City Master Plans;
 - Neighborhood Plans;
 - City Design Manuals;
 - Downtown Parking Initiative;
 - Complete Streets Initiative;
 - Round Rock Bicycle Plan;
 - Round Rock Sidewalk and Trails Plan;
 - Transit Master Plan;
 - Context Sensitive Design Manual;
 - Land Development Code;
 - Zoning and Subdivision Ordinances;
 - Any Master Development Agreements for large infill projects; and
 - Agreements regarding TxDOT roadways.
3. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings, schedule and reserve the meeting location and place the required advertisements.

EXHIBIT A

City Services

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

EXHIBIT B

Engineering Services

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

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

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

TASK 1 - Project Management

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

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

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

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

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

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

TASK 2 – Coordination and Public Participation

Task 2 will be accomplished with the following subtasks:

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

EXHIBIT B

Engineering Services

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

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

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

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

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

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

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

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

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

EXHIBIT B

Engineering Services

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

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

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

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

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

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

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

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

Deliverables – (electronic format)

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

EXHIBIT B

Engineering Services

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

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

TASK 4 – Data Collection and Projections

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

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

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

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

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

EXHIBIT B

Engineering Services

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

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

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

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

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

TASK 5 – Travel Demand Model and Corridor Analysis

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

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

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

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

EXHIBIT B

Engineering Services

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

Deliverables (hard copy and electronic formats):

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

TASK 6 – Development and Evaluation of Multimodal Transportation System Alternatives

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

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

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

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

EXHIBIT B

Engineering Services

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

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

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

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

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

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

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

EXHIBIT B

Engineering Services

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

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

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

TASK 7 – Capital Improvements Plan

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

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

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

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

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

EXHIBIT B

Engineering Services

Deliverables (Hard copy and electronic formats):

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

TASK 8 – Transportation Master Plan Document

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

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

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

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

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

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

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

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

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

EXHIBIT B

Engineering Services

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

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

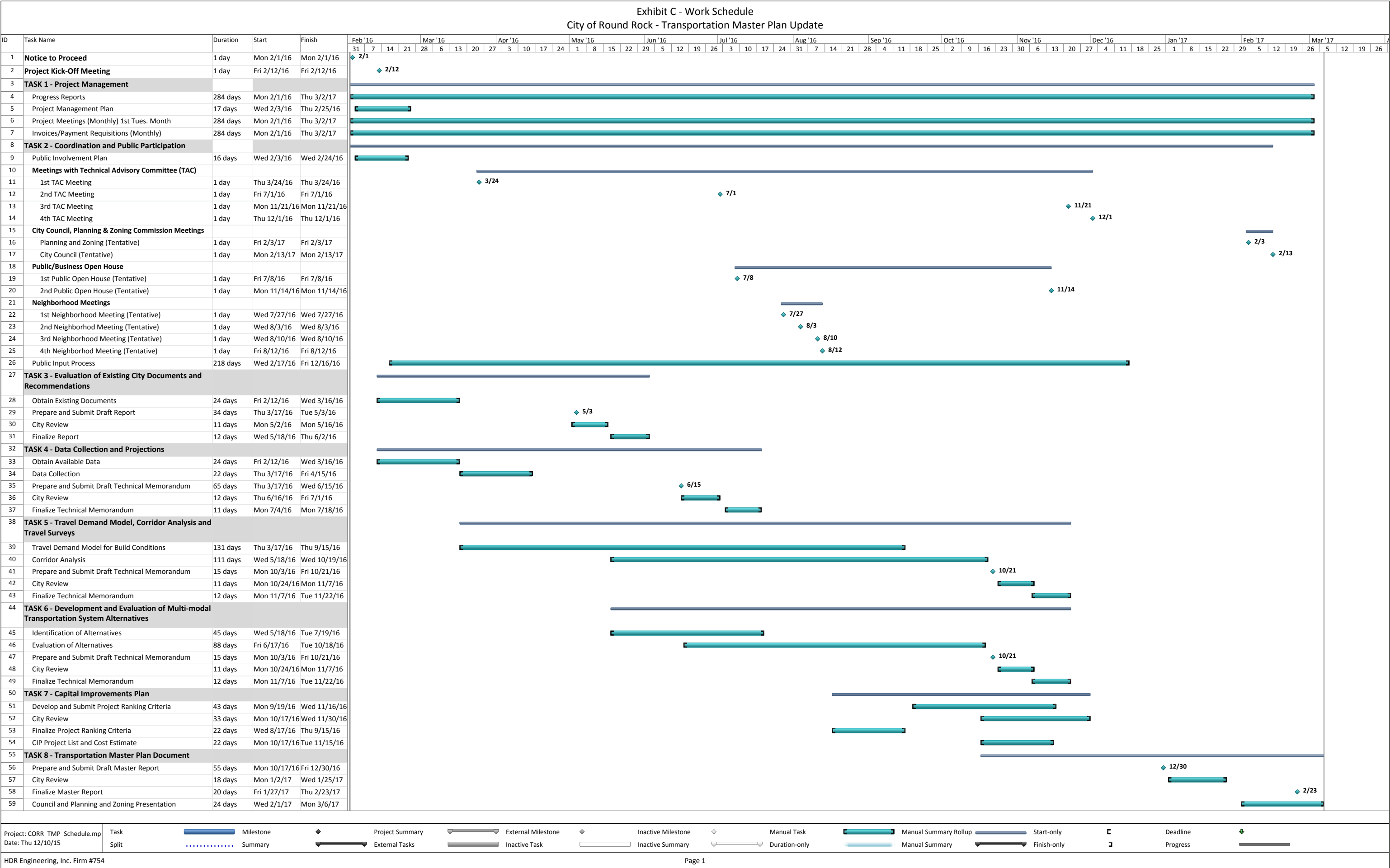


EXHIBIT D
Fee Schedule

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

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	4150	\$415.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	1000	\$1,000.00
11"x17" B/W Paper Copies	\$0.15	Sheet	4000	\$600.00
11"x17" B/W Color Copies	\$1.50	Sheet	1000	\$1,500.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	1000	\$565.000
SUB-TOTAL DIRECT COST				\$4,080.00
SUB-TOTAL LABOR				\$353,920.00
TOTAL COST			TOTAL LUMP SUM FEE	\$358,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: RIFELINE

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	240	\$24.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	50	\$50.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	400	\$226.000
SUB-TOTAL DIRECT COST				\$300.00
SUB-TOTAL LABOR				\$19,700.00
TOTAL COST		TOTAL LUMP SUM FEE		\$20,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: PRIME STRATEGIES, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

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

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: MCCANN ADAMS STUDIO

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

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

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: GRAM TRAFFIC COUNTING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2 x 11" B/W Paper Copies	\$0.10	Sheet	275	\$27.50
8 1/2 x 11" Color Paper Copies	\$1.00	Sheet		\$0.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour	120	\$6,000.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day	25	\$3,250.00
Mileage	\$0.565	Per Mile	500	\$282.500
SUB-TOTAL DIRECT COST				\$9,560.00
SUB-TOTAL LABOR				\$440.00
TOTAL COST			TOTAL LUMP SUM FEE	\$10,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: UTCTR

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		\$0.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	235	\$23.50
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	70	\$70.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
11"x17" B/W Color Copies	\$1.50	Sheet		\$0.00
Turning Movement Counts	\$50.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$130.00	each/day		\$0.00
Mileage	\$0.565	Per Mile	100	\$56.500
SUB-TOTAL DIRECT COST				\$150.00
SUB-TOTAL LABOR				\$14,850.00
TOTAL COST			TOTAL LUMP SUM FEE	\$15,000.00

EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

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

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

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

12/10/2015

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

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

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

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

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

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

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

RASHED ISLAM - CORR TMP UPDATE. THE CITY OF ROUND ROCK IS NAMED AS ADDITIONAL INSURED ON GENERAL, AUTO, AND UMBRELLA LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

13797801

CITY OF ROUND ROCK
ATTN: CITY MANAGER
221 E. MAIN STREET
ROUND ROCK TX 78664

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-4861

Date Filed:
01/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HDR Engineering, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

00000
Transportation Master Plan - Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Felker, Brent R.	Davis, CA United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	
	Little, George A.	Omaha, NE United States	X	
	HDR, Inc.	Omaha, NE United States	X	

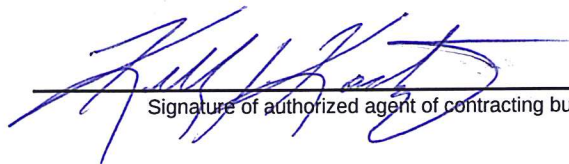
5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.




Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kelly J Kaatz, this the 22 day of January, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Michelle M Britton
Printed name of officer administering oath

Acting
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.7

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$933,519.78

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3215

Consider a resolution authorizing the Mayor to execute a contract with CP&Y, Inc. for the development of a final schematic, obtain environmental clearance, prepare right-of-way documents, perform utility coordination and develop 30% construction Plans, Specifications and Estimates (PS&E) for the ultimate construction of a 6-lane divided urban roadway for Kenney Fort Blvd. from Forest Creek Dr. to SH 45. This segment of roadway is being proposed as a stand-alone project but is only one part of a multi-segment multi-phase vision to construct a north/south arterial from the city's northern boundary to SH 45 to the south.

The Kenney Fort Blvd. corridor is an important north/south transportation artery in Round Rock. This arterial roadway has been identified in the city's Master Transportation Plan as a corridor that is essential to the city's long term growth and continued prosperity. The Master Transportation Plan has determined the ultimate section for this thoroughfare to be a 6-lane divided urban facility. This roadway section will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing another reliever route from northeast Round Rock to SH 45 to the south, thereby lessening the flow of traffic to IH 35. This segment will also open up opportunities for additional economic development along the proposed route.

This contract will take the concept developed in the Master Transportation Plan and move that approach forward from the study stage to preliminary engineering, environmental clearance and PS&E preparation up to a 30% complete status. It is anticipated that this contract work will be completed by July 2017. The project will be re-evaluated at completion

of this contract and moved forward under future contracts as funding allows and as directed by the council.

Cost: \$933,519.78

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2016-3215

WHEREAS, the City of Round Rock desires to retain engineering services for the Kenney Fort Boulevard (Segments 2 & 3) Project; and

WHEREAS, CP&Y, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with CP&Y, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: CP&Y, INC. ("Engineer")
ADDRESS: 13809 Research Boulevard, Suite 300, Austin, TX 78750
PROJECT: Kenney Fort Boulevard (Segments 2 & 3)

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2016 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 Nine Hundred Thirty-Three Thousand Five Hundred Nineteen and 78/100 Dollars (\$933,519.78) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

Gerald Pohlmeier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-5400
Fax Number (512) 218-5563
Email Address gpohlmeier@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:

Anthony J. Serda, PE
Associate
13809 Research Boulevard, Suite 300
Austin, TX 78750
Telephone Number 512-241-2228
Fax Number 512-349-0727
Email Address aserda@cpyi.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26

INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Anthony J. Serda, PE
Associate
13809 Research Boulevard, Suite 300
Austin, TX 78750

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CP&Y, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

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

1. Provide any existing data the Owner has on file concerning the project, if available.
2. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings or hearings, schedule and reserve the meeting location and place the required advertisements.
3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, Upper Brushy Creek Water Control & Improvement District, neighboring Cities and/or other franchise utility companies.
4. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
5. Meet on an as needed basis to answer questions, provide guidance and offer comment.
6. Provide construction inspection and construction testing services including coordination and scope of services.
7. In conjunction with the Texas Department of Transportation (TxDOT), provide the following:
 - a) Federal Highway Administration (FHWA) coordination
 - b) Environmental document review
 - c) Relevant prior and/or adjacent plan sets, studies, and planning documents
 - d) Ground Penetrating Radar (GPR) testing of existing frontage road pavement
 - e) Review and approval of traffic volume projections
 - f) Equivalent Single Axle Load (ESAL) calculations
8. Provide existing signal timing information for study intersections.

EXHIBIT B

Engineering Services

The Kenney Fort Boulevard (Segments 2 &3) Project will extend Kenney Fort Boulevard from the current terminus at Forest Creek towards the south to SH 45. Planning for an ultimate grade-separated intersection will be taken into account at the intersection with Gattis School Rd. The total length of the Kenney Fort Blvd. extension is approximately 1.5 miles. Construction within the SH 45 right-of-way will be necessary to tie the new (Kenney Fort Blvd.) roadway into the frontage road and replace large guide signs along SH 45.

The Engineer shall provide the necessary engineering and technical services for the completion of environmental studies, public involvement, surveying and mapping, traffic studies, traffic and revenue studies, and schematic development for the project.

Services related to the design and plan production for this project will be performed in accordance with the latest available City of Round Rock and TxDOT manuals, guidelines and standards, as applicable. The final deliverable for this phase will be a scroll plot of the schematic – 30% design.

The development of the project will be consistent with applicable City of Round Rock and TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i and Bentley Geopak V8i.

Agency abbreviations are as follows:

City of Round Rock (City) , Texas Department of Transportation (TxDOT), Texas Department of Transportation Environmental Division (TxDOT-ENV), Federal Highway Administration (FHWA), Capital Area Metropolitan Planning Organization (CAMPO), Environmental Protection Agency (EPA), Texas Historical Commission (THC), National Register of Historical Places (NRHP), Federal Emergency Management Agency (FEMA), Texas Commission on Environmental Quality (TCEQ), Upper Brushy Creek Water Control and Improvement District (UBWCID).

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. ROUTE AND DESIGN STUDIES

A. DATA COLLECTION *(provided by CP&Y, Inc.)*

1. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.
2. Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development.
3. Gather and review information from the City and TxDOT including existing Kenney Fort Blvd, Forrest Creek Blvd, Gattis School Rd, and SH 45 plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities, existing bridge and culvert data and traffic data. Gather and review related existing and draft studies from TxDOT and the City, including feasibility, route, traffic signal, corridor, MIS/Environmental and Value Engineering studies in the project vicinity. Gather and review information from various planning documents such as the CAMPO 2040 plan, Texas Transportation Plan, Transportation Improvement Plan and the City master street/road plans impacting the project.
4. Obtain FEMA Flood insurance maps and corresponding studies relating to the project corridor.

B. AGENCY COORDINATION

1. Prepare for and conduct kick-off meeting with the City to develop agency coordination plan.

2. Prepare for and conduct meetings with the following agencies regarding the use of the MoKAN corridor. Up to three (3) meetings for each agency is anticipated.
 - (a) Meeting with CapMetro to discuss project connect, rail study and general impressions
 - (b) Meeting with TxDOT Austin District to discuss various agreements, studies and general impressions
 - (c) Meeting with CTRMA
 - (d) Meeting with Williamson County
 - (e) Meeting with CAMPO
3. Develop preliminary alternatives and conceptual layouts based on initial meetings for further discussions on the use of the MoKAN ROW. See ALIGNMENT STUDY below.
4. Prepare for and conduct meeting with City to report findings and summarize meetings in report.
5. Conduct consolidate agency coordination meeting.
6. Refine proposal and update report.
7. Conduct final meetings (up to two) with TxDOT to finalize concept.

C. ALIGNMENT STUDY *(provided by CP&Y, Inc)*

1. The Engineer shall develop the project design criteria to be used for the project. The Engineer shall meet with the City with a design concept conference to establish the criteria and develop the design criteria report.
2. Develop three (3) alternative geometric configurations for Kenney Fort Blvd within the project limits to satisfy the project goals of the City and associated requirements by TxDOT. This is to include an ultimate grade separated intersection at Gattis School Rd. Prepare conceptual cost estimates for these configurations.
3. Produce three (3) exhibits depicting the above geometric configurations to a detail level sufficient for City and TxDOT review.
4. Produce one (1) exhibit depicting a rapid transit option at a level sufficient for City and TxDOT review. Prepare conceptual cost estimates for these configurations.

D. GEOTECHNICAL INVESTIGATIONS *(provided by Corsair Consultants, Inc.)*

1. Soil Borings – Geotechnical and Falling Weight Deflectometer (FWD) Testing
 - (a) Perform sixteen (15) borings spaced at approximately 1,000 feet apart along the alignment, alternating the drilling location between the edges of right-of-way.
 - (b) If expansive soils are encountered ($PVR > 2\%$) and a lime stabilized subgrade option is desired, additional borings may be needed to comply with TxDOT pavement design requirements. Drill these borings to a minimum depth of ten (10) feet to map geology and collect PI information if soils are expansive for PVR calculation.
 - (c) No bridge or retaining wall borings are anticipated. Should additional borings be needed, they will be obtained in a separate work authorization.
2. Laboratory testing will be performed to determine the soil's plasticity and strength characteristics, including:
 - (a) NRCS Soil Classification
 - (b) Atterberg Limits Tests
 - (c) Sieve Analysis
 - (d) Soluble Sulfate Content
 - (e) Moisture Content
 - (f) Unconfined Compressive Strength
 - (g) Resilient Modulus Testing of the subgrade
 - (h) Eades and Grim (ASTM D6276) pH/lime series
3. The Engineer will coordinate with locator service to determine existing utility locations.
4. The Engineer will prepare a pavement design report that will present recommendations for the design of the roadway pavement sections. The pavement design will follow the criteria and guidelines in the City's Transportation Criteria Manual, Section 3 – Pavement Design and AASHTO's *Guide for the Design of Pavement Structures*. The Engineer shall provide 2 pavement designs – one rigid and one flexible. The pavement design report will include:

- (a) Site vicinity and geology map.
 - (b) Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
 - (c) Laboratory testing results.
 - (d) Pavement thickness design for the proposed roadway. Flexible pavement design will be analyzed using the FPS program. Rigid pavement design is not anticipated, except at the intersections and intersection approaches if precast concrete panels are not implemented.
 - (e) Traffic data (ESAL's) will be provided by City of Round Rock.
5. Evaluation of a precast pavement alternative for use at intersections to facilitate rapid construction and a more durable pavement at those locations. *(provided by Transtec.)*

E. SCHEMATIC LAYOUT DEVELOPMENT *(provided by CP&Y, Inc.)*

- 1. Further develop the roadway design criteria established in the route alternative stage for the project to be discussed, revised and approved by the City. This set of criteria will then be compiled and documented into a design criteria spreadsheet.
- 2. Prepare calculated horizontal geometrics for the project roadways.
- 3. Prepare calculated vertical geometrics for the project roadways.
- 4. Develop existing and proposed typical sections for inclusion on project schematics.
- 5. Develop preliminary schematic cross sections at 100' intervals. These cross sections will be for estimation of cut and fill quantities, as well as determining retaining wall locations and heights.
- 6. Determine retaining wall limits for the project roadway.
- 7. Determine preliminary continuous lighting locations. The preferred location is outside of the roadway directed towards the median.
- 8. Develop a conceptual traffic control plan. Conceptual plans are intended to depict major phases of traffic control on scroll plots. These conceptual layouts will propose methods for constructability and can serve as a basis for future development of PS&E documents.
- 9. Develop proposed control of access lines for the project.
- 10. Develop pavement edges for the selected configuration that will be shown on the schematic layout.
- 11. Develop conceptual plan for large guide signs for the project along SH 45 and depict their text and location on the project layout, including proposed wording, advance distance notification intervals and sign support structure type (large roadside or overhead). *(Provided by HDR)*
- 12. Finalize Engineer's opinion of probable cost for the selected configuration.
- 13. Prepare project schematic plots for the project corridor. Plots will include required elements suitable for submission to the City and TxDOT Austin District. The roll plot will not exceed 10' in length with a 1"=100' horizontal scale and 1"=10' vertical scale. Depict the following on the project layout plot:
 - (a) The horizontal alignments will show bearings in the tangent sections and curve data including delta angles, PI stations, tangent lengths, length of curve, and radii. The plan views will show the centerline, edge of pavement, striping, lane widths, shoulder widths, cross slopes, superelevations with transitions, direction of traffic flow, and layouts for speed change lanes.
 - (b) The vertical alignment will show existing and proposed elevations at 100-foot intervals, vertical curve VPI stations, curve lengths, superelevation rates and transitions, design speeds, and "K" values.
 - (c) The existing apparent ROW limits, proposed ROW limits and proposed control of access limits.
 - (d) Anticipated retaining wall locations (if any).
 - (e) Proposed striping and lane numbers, and proposed signal pole locations. Small signs will not be developed at the project layout phase.
 - (f) Current and projected traffic volumes as developed by the traffic data collection and analysis task and proposed design speed.
 - (g) Existing utility locations in plan emphasizing those, which are in conflict with the proposed construction. Proposed utilities will not be shown.
 - (h) Significant drainage structures (existing and proposed) as determined by Hydrologic and Hydraulic report.

F. TRAFFIC DATA COLLECTION, ANALYSIS AND REVIEW *(provided by HDR Engineering, Inc.)*

The Engineer shall perform traffic evaluations using Synchro/VISSIM modeling software to determine traffic operations and develop recommendations. This task shall include the preparation of traffic forecasts, operation analysis, preliminary project layout and attendance at periodic meetings (a total of eight meetings are assumed for budget purposes) during the course of this task. The following tasks shall be completed:

1. Coordinate with the City, State, Williamson County, CAMPO, and project team to obtain necessary information.
2. Conduct a field review of the existing roadways, within the study area limits, to note and verify lane configurations, speeds, roadway geometrics and observe existing traffic operations on the study area network to note operational problems and existing traffic patterns.
3. Conduct data collection to consist of peak hour and daily traffic volumes to document existing traffic demand and patterns in the area immediately impacted by the project. Proposed data collection includes the following:
 - (a) AM peak (6:00 – 9:00) and PM peak (4:00 – 7:00) period turning movement counts shall be collected at the following intersections. Please note that counts are collected at adjacent intersections only to help in determining trip diversions due to proposed Kenney Fort Blvd construction:
 - (i) US 79 at AW Grimes Blvd
 - (ii) US 79 at Joe Dimaggio Blvd
 - (iii) Kenney Fort Blvd at Joe Dimaggio Blvd
 - (iv) US 79 at Redbud Lane
 - (v) AW Grimes Blvd at Gattis School Road
 - (vi) AW Grimes Blvd at SH 45
 - (vii) Kenney Fort Blvd at Forest Creek Drive
 - (viii) Double Creek Drive at Gattis School Road
 - (ix) Red Bud Lane at Gattis School Road
 - (x) Red Bud Lane at SH 45
 - (xi) SH 45 Turnaround (between Double Creek Drive and Red Bud Lane)
 - (b) 24-hour bi-directional traffic counts shall be collected at up to 40 locations along the following roadways:
 - (i) US 79
 - (ii) AW Grimes
 - (iii) Red Bud Lane
 - (iv) Kenney Fort Blvd
 - (v) Double Creek Drive
 - (vi) Forest Creek
 - (vii) Gattis School
 - (viii) SH 45
 - (ix) I-35
 - (c) Obtain origin-destination data via license plate studies/blue tooth reads for up to 13 locations to determine directional distribution and traffic patterns.
 - (d) Obtain existing traffic signal timing and phasing information from the City and/or TxDOT.
 - (e) Obtain relevant crash data within project limits from City/TxDOT
4. Utilizing the CAMPO 2040 model and counts collected as part of the study develop opening year (Year 2019) and design year (Year 2040) traffic volume forecasts for the intersections:
 - (a) Kenney Fort at Joe Dimaggio Blvd
 - (b) US 79 at Joe Dimaggio Blvd
 - (c) Kenney Fort Blvd at Forest Creek Drive
 - (d) Kenney Fort Blvd at Gattis School Road
 - (e) Kenney Fort Blvd at SH 45
5. Review traffic forecasts with the City/State/Williamson County to obtain feedback and approval. It should be noted that the CAMPO 2040 (or the 2010 base) model will not be revalidated/recalibrated as part of this process. HDR will make minor roadway alignment changes as necessary to reflect the proposed alignments.
6. Code AM and PM peak hour VISSIM models to reflect proposed transportation network configurations. Two (2) alternatives shall be modeled as listed below for opening and design year traffic volume conditions for both AM and PM peaks:
 - (a) Build Condition showing preferred Alternative Alignment

- (b) Build Condition showing an innovative concept for the intersection at Gattis School Road and Kenney Fort Blvd.
- 7. Summarize results of the analysis in a technical memorandum and address the following for the AM and PM peak hours for opening and design year:
 - (a) Comparative delay and LOS by intersections
 - (b) Network Delay savings
 - (c) Network Cost savings
- 8. Develop 3D animation files illustrating intersection operations for the two design year alternatives (from the VISSIM models) for use by the State.
- 9. Attend meetings with City/TxDOT staff to review study results and recommendations. As stated previously, a total of six (6) meetings have been assumed for budget purposes for the duration of the project.
- 10. Prepare for and attend up to one (1) public meeting and one (1) public workshop to present models and recommendations.

G. HYDROLOGY AND HYDRAULIC ANALYSIS *(provided by K Friese & Associates, Inc.)*

1. Crossing Structure Hydrology and Hydraulic Analysis (Schematic layout Phase)

Perform preliminary hydrologic and hydraulic analysis/design to determine location and sizes of major cross drainage structures except for those along Dyer Creek.

Anticipated structures are:

- (i) Crossing to Dyer Creek south of Forest Creek
- (ii) Outflow pipe for Rolling Ridge Neighborhood
- (iii) Crossing of shallow channel approximately 500-ft south of Gattis School Road
- (iv) Crossing near the end of Westview Drive
- (v) Outflow pipe from development at Northeast corner of SH 45 and Kenney Fort Blvd.

(a) Hydrology

For these crossings the hydrologic analysis will be performed using HEC-HMS software performing the SCS Unit Hydrograph method. The most up to date UBCWID model will be used as best available data. Existing land use condition will be assumed for drainage areas outside the proposed ROW. The loss, routing and precipitation methodologies used in the UBCWID will be used for these subdivided area. Existing and proposed flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms will be computed.

(b) Hydraulics

The design criteria for these crossings will be based on the City's Drainage Specification Requirements. A summary of this criteria will be prepared and reviewed with the City. The hydraulic analysis will be performed using HEC-RAS software. Tailwater assumptions will be based off the water surface elevations of Dyer Creek from most up to date UBCWID model.

(c) Drainage Report

Prepare a preliminary drainage report that includes a section summarizing the findings of the above analysis. This section of the report will include:

- (i) Exhibits showing the contributing area to each anticipated crossing structure.
- (ii) Preliminary sizing of each structure
- (iii) Determination if any proposed drainage easements are required to adequately drain the proposed facility including typical ditch calculations and inundation areas created by the culvert crossings.
- (iv) Cost estimates for the culvert crossings.
- (v) Preliminary culvert layouts.

2. Dyer Creek Hydrology and Hydraulic Impact Analysis

This section includes the analysis of the project impacts to Dyer Creek including the crossings at:

- (i) Dyer Creek at Gattis School
- (ii) Unnamed Tributary to Dyer Creek at SH 45

(a) Data Collection

The Engineer will collect and review the existing hydrologic and hydraulic analyses for the existing culverts at SH 45 and Gattis School. The Engineer will conduct field investigations to observe existing channel characteristics and bridge/culvert structures. The Engineer will assess channel and overbank roughness values using field notes and photographs.

(b) Hydrology

The Engineer will expand upon the hydrology developed with the crossing structures above in order to assess the hydrologic impact of the proposed improvements. The change in flow due to the proposed project will be at a minimum quantified at the two culvert structures as well as at Forest Creek Drive.

(c) Hydraulics

The Engineer will analyze existing and proposed conditions hydraulics as a result of the proposed improvements using HEC-RAS. This includes assessing the hydraulic impacts as a result of any changes to the hydrology, the potential addition of embankment in the floodplain and analysis of the two culvert structures. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions.

The Engineer will analyze two (2) alternatives to extend the existing culvert at the SH 45 connection and ensure there are no negative impacts to the existing TxDOT storm sewer system. The alternatives are anticipated to be: A short extension of the boxes to a roadside channel, extension of the boxes following the existing channel alignment under the proposed pavement. The Engineer will use HEC-RAS, HY-8 and/or Geopak Drainage software to assess these impacts to the upstream systems.

(d) Mitigation

The Engineer will develop three (3) mitigation alternatives to limit the increase in water surface elevations to the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms to adjacent buildings or roadway surfaces. These alternatives are anticipated to be: modifying an existing in channel pond, creating a new pond, performing overbank grading of the floodplain. These alternatives will include preliminary location and sizing but not a detailed grading design. The floodplain storage impacts of these alternatives will also be assessed.

(e) Drainage Report

The Engineer will prepare preliminary hydraulic reports that include a section summarizing the methodology and results used in the hydrologic and hydraulic impact analyses. This section of the report will include:

- (i) Preliminary culvert hydraulic data sheets for the two (2) crossings.
- (ii) Exhibits showing the three (3) mitigation alternatives
- (iii) Summarize the results of the mitigation alternatives
- (iv) Develop a recommended alternative

- (f) Based on the current effective FEMA floodplain delineation (September 26, 2008) preparation of a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) are not anticipated and are not included in this scope of services. A determination if this work is needed based of a decision by the local floodplain administrator after the impacts have been assessed.

H. WATER QUALITY

This project is not contained in the Edwards Aquifer Recharge or Contributing zones and is only adjacent to and partially within the Transition Zone. TCEQ BMP design and coordination is not included in this scope of services.

I. LANDSCAPE ARCHITECTURE *(provided by Verdi)*

1. Survey the Project Setting – Perform a windshield survey of the roadway limits. Survey includes photographs and consideration of the natural environment, regional context and significant individual community assets.
2. Meeting with Roadway Stakeholders – Attend up to three meeting with project team, the City and other project stakeholders to determine the landscape and hardscape aesthetic priorities.
3. Determine Plant Palette and Hardscape Finishes – With the roadway alignment and conceptual cross sections provided by the Project Engineer, opportunities for landscape will be identified and plants selected that fit the region and the needs of project. Hardscape layouts for key intersections will be evaluated and provided to the City and Project Engineer for consideration.

4. Develop Landscape and Hardscape Conceptual Schematic – Based on input from stakeholder meetings a landscape and hardscape conceptual schematic for the roadway corridor will be developed.
5. Prepare Landscape Presentation Graphics for Open Houses – Graphics would include artists’ sketches, photographs of possible design element, typical sections and landscape schematic to be presented to the public for review.
6. Participate in Open Houses – Provide a staff member to attend up to two open house events. Address question and comments at the open house that relate to roadway aesthetics.

II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

Environmental services will consist of “due diligence” studies and technical reports for the portions of Kenney Fort Blvd between Forrest Creek Blvd and the SH 45 right-of-way. For purposes of this scope of services it is assumed that intersection-related improvements to be constructed within the SH 45 right-of-way will be classified as a categorical exclusion (CE) and will require the preparation of resource and/or issue-specific technical reports and completion of a CE Determination Form with supporting documentation. The CE documentation, which will require TxDOT review and coordination, will be prepared in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Council on Environmental Quality Regulations (40 CFR 1500-1508), Code of Federal Regulations, Title 23, Part 771, the FHWA Technical Advisory T6640.8A, and all applicable TxDOT rules, guidance and standards of uniformity in effect as of the date of execution of this work authorization.

A. ENVIRONMENTAL SERVICES REQUIRED FOR ENTIRE PROJECT LENGTH (FORREST CREEK BLVD TO SH 45 – INCLUDING INTERCHANGE).

1. RIGHT-OF-ENTRY SERVICES *(provided by CP&Y, Inc.)*

Perform property ownership research utilizing the Williamson County Appraisal District records (Tax Maps and Ownership Records) and compile a list (Excel Spreadsheet) of landowners for distribution of right of entry letters. Obtain “right-of-entry” by signed letter from the owner of each of the subject properties. Also, contact property owners in advance of field surveys or to address specific property owner concerns about the work to be performed or being performed. This scope anticipates that the City will handle problems regarding landowners that refuse to grant right-of-entry or are otherwise hostile with respect to the completion of this scope of services. Record and report results of mailings for future action. Landowner contacts will be recorded and provided to the Client.

2. ENVIRONMENTAL CONSTRAINTS ANALYSIS *(provided by CP&Y, Inc.)*

(a) OBTAIN EXISTING ENVIRONMENTAL CONSTRAINTS DATA

Perform a desktop review of environmental constraints of the proposed study area. Constraints to be identified include:

- (i) Cemeteries
- (ii) Parks
- (iii) Soils
- (iv) Properties on the National Register of Historic Places
- (v) Archeological sites
- (vi) Hazardous material sites
- (vii) Data from the Texas Parks and Wildlife Department’s Natural Diversity Database
- (viii) United States Fish and Wildlife Service’s Critical Habitat Mapper
- (ix) National Wetland Inventory Data
- (x) Floodplains
- (xi) National Hydrography Dataset
- (xii) Land Uses identified through aerial photo interpretation

(b) FIELD RECONNAISSANCE *(provided by CP&Y, Inc.)*

Conduct a field reconnaissance of the study area to verify and update the information identified through the desktop review.

(c) PRELIMINARY ENVIRONMENTAL CONSTRAINTS MAP *(provided by CP&Y, Inc.)*

Prepare a preliminary environmental constraints map of the study area on digital orthophotography using GIS. The map shall include information from the desktop review and additional data obtained from the field reconnaissance.

(d) TECHNICAL MEMORANDUM (provided by CP&Y, Inc.)

A technical memorandum describing environmental constraints within the study area will be prepared. The technical memorandum will include the above-mentioned items and the environmental constraints map will be included as an appendix. This information shall be provided to the project design team to assist in the development of alignment alternatives.

(e) PRELIMINARY EVALUATION OF ALIGNMENT ALTERNATIVES (provided by CP&Y, Inc.)

Evaluate up to three (3) alignment alternatives developed by the design team based on environmental, engineering, and cost constraints.

(f) COORDINATION MEETINGS (provided by CP&Y, Inc.)

Environmental staff shall participate in up to five coordination meetings with the City to discuss the status and/or findings of environmental investigations and studies.

B. DUE DILIGENCE STUDIES SPECIFIC TO KENNEY FORT BLVD: FORREST CREEK BLVD TO THE SH 45 RIGHT-OF-WAY

1. Waters of the U.S./Wetlands/Floodplains

The Engineer will conduct due diligence investigations and perform a field survey to confirm the presence and extent of jurisdictional waters and jurisdictional wetlands within the proposed right-of-way. Investigation findings and survey results will be documented in a Water Quality Technical Report. Wetland delineations will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers (USACE) Wetlands Delineation Manual (1987) and Regional Supplement to the Wetland Delineation Manual for the Great Plains Region (2010). Wetland data forms will be completed assessing hydrophytic vegetation, hydric soils, and site hydrology at each wetland. The Water Quality Technical Report will include an assessment of Section 404 permit requirements. Copies of wetland data forms will be included in the technical report. *Preparation of an Individual Permit or a Pre-Construction Notification (PCN) to the USACE, including preparation of Preliminary Jurisdiction Determination Forms, is not included in this scope of work, and if required, would be completed under a supplemental work authorization.*

National Flood Insurance Program (NFIP) maps will be used to determine whether the proposed right-of-way encroaches on the base (100-year) floodplain. Floodplain areas within the project area will be identified and mapped; encroachment area (in acres) will be quantified. The Water Quality Technical Report will include a discussion of the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. In addition, if encroachments would occur, the technical report will include a preliminary indication of whether the encroachment would be consistent with or would require a revision to the regulated floodway.

The draft Water Quality Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

2. Threatened and Endangered Species Habitat Assessment

A survey of the project area will be conducted to identify potentially-suitable habitat state and federally-listed threatened, endangered, and candidate plant and animal species. A Habitat Assessment Technical Report summarizing the habitat survey findings will be prepared. The technical report will include a literature review for known karst invertebrate and salamander habitat in the project area and an analysis of the potential for project-related impacts to threatened and endangered species and to designated critical habitat. The impacts analysis will include a conceptual hydrologic model of the local portion of the northern segment of the Edwards Aquifer relating the project and its potential effects to known and potential contaminant pathways to salamander-occupied caves and springs. Current and historic locations for the Georgetown and Jollyville Plateau salamanders occur within 5 miles of the proposed project. *Presence/absence surveys, Section 7 or 10 consultation, and coordination with the USFWS and the WCCF are not included in this scope of work. Should Section 7 or 10 consultation be required, a supplemental work authorization with an additional scope of work and budget will be needed.*

A draft Habitat Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

Under this task project personnel will, if requested by the City, attend up to three (5) meetings with the City, USFWS, and/or the Williamson County Conservation Foundation.

3. Hazardous Materials Initial Site Assessment

A database search and visual inspection will be conducted to assess the potential for encountering hazardous materials/contaminated materials within the proposed right-of-way. The results of the database search/visual inspection will be documented in a Hazardous Materials Initial Site Assessment Technical Report. The technical report will contain, if warranted, recommendations for further investigation and/or testing. *Should the City concur with the recommendation for testing and/or the preparation of a Phase 1 Site Assessment, the additional effort would be subject to a supplemental work authorization with an additional scope of work and budget.*

A draft Hazardous Materials Initial Site Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) round of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

4. Cultural Resources

The investigations proposed below (Tasks 4.a through 4.c) are designed to comply with the Antiquities Code of Texas, namely the identification of any prehistoric or historic cultural resources which may be affected by the project that may be eligible for designation to the National Register of Historic Places (NRHP) or as State Antiquities Landmark (SAL).

(a) Cultural Resources Background Records Search

For the segment of the proposed project that will occur on City of Round Rock property between Forrest Creek Road and SH 45, a qualified archaeologist will perform a review of records from the Texas Archaeological Research Laboratory available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within a 1-mile radius of the study area. An archaeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the area of potential effects (APE) of the project. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: NRHP properties, SALs, Official Texas Historical Markers (OTHM), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils, and archaeological potential. This background research will provide site and geographic information that will be critical to the discovery and interpretation of cultural resources within the project area. The results of that search will be integrated into an Antiquities Permit application to conduct field studies, where warranted, based on the results of the archaeological background review/study.

(b) Antiquities Permit Application

Subsequent to completion of the background review/study, the archeologist will recommend locations for survey within the project area/APE and will prepare an appropriate scope of work as part of an Antiquities Permit application to conduct the field studies required under the Antiquities Code of Texas. Working with the City, the Archeological Principal Investigator will prepare the permit application and submit to the THC (the permitting and reviewing agency).

(c) Archaeological Survey

Once an Antiquities Permit has been obtained, an archaeological field survey of locations within the project area/APE recommended for survey will be conducted. For the purposes of this proposal, several assumptions have been made regarding the fieldwork (see below). The field survey will consist of a team of two archaeologists walking the proposed project area. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing only. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be excavated in 20-centimeter arbitrary levels to 1 meter in depth, or to culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate Global Positioning Systems receiver, and each test will be recorded on appropriate project field forms. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. Conversely, heavily disturbed and modified areas in the proposed corridor will not be shovel tested. THC survey standards call for 16 shovel tests per mile of a 100-foot-wide linear project area. If sites are encountered, a minimum of six shovel tests will be excavated per site. Shovel tests will be excavated to the depth of project impacts.

If an archaeological site is discovered during the investigations, it will be explored as much as possible with consideration to land access constraints. All discovered sites will be assessed in regards to potential significance so that recommendations can be made for proper management (avoidance, non-avoidance, or further work). Additional subsurface investigations will be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. Appropriate State of Texas Archeological Site Data Forms will be filled out for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on U.S. Geological Survey 7.5-minute topographic maps and relevant project maps.

Artifacts will be tabulated, analyzed, and documented in the field, but not collected (except as noted below). Temporally diagnostic artifacts will be described in detail and photographed in the field. Only especially rare artifacts or discoveries will be collected. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during field investigations must be curated at an approved repository

(d) Assumptions/Considerations

- (i) This scope only addresses the approximately 1.5-mile long proposed Kenney Fort Boulevard roadway alignment.
- (ii) An individual Antiquities Permit must be obtained for the project area.
- (iii) Shovel testing will be conducted per THC standards.
- (iv) A maximum of two archaeological sites will be identified during the survey. If additional sites are encountered, the additional effort associated with investigating, documenting and recording these additional sites will be subject to a supplemental work authorization.
- (v) Backhoe trenching is not included in this cost proposal. The survey will determine if the project area contains the potential for deeply buried cultural deposits that would require backhoe trenching. If the survey finds that mechanical excavations are required to assess deeply buried cultural deposits, the additional effort will be subject to a supplemental work authorization.
- (vi) Any reroutes resulting from the identification of significant cultural resources or changes in engineering design plans, which subsequently will require additional fieldwork, are not part of this cost proposal.
- (vii) This scope does not include testing or data recovery excavations of sites discovered during the investigations.

(e) Cultural Resources Report Preparation

Once reviews and fieldwork have been completed, the archeologist/Principal Investigator will prepare a draft report of the investigations. The archaeological report will conform to THC, NHPA, and Council of Texas Archeologists reporting standards. It will document the general nature of the project area, 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 archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources in regards to future development and NRHP/SAL status.

Draft copies of the report will be submitted for review and comment. Once this has been accomplished, any appropriate edits will be made and a final draft report will be submitted to the THC, as appropriate for review and comment. Once the draft report has been reviewed and accepted by the THC, one copy of the final report will be submitted to the THC and ten 12 copies be sent to various designated libraries around the state, in fulfillment of the permit requirement.

C. CATEGORICAL EXCLUSION DOCUMENTATION FOR INTERSECTION WITH SH 45 – *(provided by CP&Y, Inc., except as noted)*

For purposes of this scope of services it is anticipated the proposed intersection with SH 45 will be classified as a categorical exclusion (CE). A CE checklist will be required. CE supporting documentation and appropriate resource-specific technical reports will be prepared, when warranted. If it is determined that an environmental assessment or an environmental impact statement is required, the additional services necessary will be performed under a supplemental work authorization with additional scope and budget.

1. Classification Justification Letter and CE Scope Form

The Engineer will prepare a classification justification letter for submission by the project sponsor (City) to TxDOT. The letter will describe the proposed intersection improvements, explain why the project is appropriately classified as a CE, and request TxDOT concurrence on the CE classification. A CE scope form will be submitted to TxDOT as an attachment to the letter.

The draft letter will be submitted to the City for review. After responding to the City's review comments, the Engineer will submit the final letter to the City for signature and submission to TxDOT.

2. Risk Assessments

The Engineer will complete resource-specific risk assessments and coordinate the results with the TxDOT-Austin District. Based on a preliminary assessment of the interchange area, the type of improvements proposed, the lack of sensitive resources in the project area and the degree of previous disturbance within the SH 45 right-of-way, for purposes of this scope it is assumed that the risk assessment process will conclude that project-specific documentation is not required for cultural resources (historic and archeology), community impacts, hazardous materials, noise and air quality. For these resources, it is assumed that completion of the risk assessments is sufficient to satisfy documentation requirements and no technical report or additional supporting documentation will be required.

3. Required Resource- and Issue-Specific Documentation and Technical Reports

- (a) Biological Evaluation Form: The Engineer will complete a biological evaluation form in sufficient detail to satisfy TxDOT's documentation requirements. For purposes of this scope, it is assumed that presence/absence surveys for threatened, endangered or candidate species will not be required. Should these surveys be required, they would be subject to a supplemental work authorization and an additional scope of services and budget.

The draft biological evaluation form will be submitted to the City for review. After addressing review comments from the City, the draft biological evaluation form will be submitted to the TxDOT-Austin District for review and processing. The Engineer will address up to two (2) rounds of comments from TxDOT. After addressing TxDOT's review comments, the Engineer will submit the final biological review form to the City and TxDOT.

- (b) Water Quality Technical Report: The Engineer will conduct investigations and perform a field survey to confirm the presence and extent of jurisdictional waters and jurisdictional wetlands within the SH 45 right-of-way (within the footprint of the proposed intersection). Findings and survey results will be documented in a Water Quality Technical Report. Wetland delineations will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers (USACE) Wetlands Delineation Manual (1987) and Regional Supplement to the Wetland Delineation Manual for the Great Plains Region (2010). Wetland data forms will be completed assessing hydrophytic vegetation, hydric soils, and site hydrology at each wetland. The Water Quality Technical Report will include an assessment of Section 404 permit requirements. Copies of wetland data forms will be included in the technical report. *Preparation of an Individual Permit or a Pre-Construction Notification (PCN) to the USACE, including preparation of Preliminary Jurisdiction Determination Forms, is not included in this scope of work, and if required, would be completed under a supplemental work authorization.*

National Flood Insurance Program (NFIP) maps will be used to determine whether the proposed right-of-way encroaches on the base (100-year) floodplain. Floodplain areas within the project area will be identified and mapped; encroachment area (in acres) will be quantified. The Water Quality Technical Report will include a discussion of the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. In addition, if encroachments would occur, the technical report will include a preliminary indication of whether the encroachment would be consistent with or would require a revision to the regulated floodway.

The draft Water Quality Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, the draft technical report will be submitted to and coordinated with the TxDOT-Austin District. The Engineer will respond to up to two (2) rounds of TxDOT review comments. After addressing TxDOT review comments, a final report will be submitted to the City and TxDOT.

- (c) Project Description and Documentation of Purpose and Need: The Engineer will prepare a memorandum describing the proposed intersection improvements and right-of-way/easement requirements. The memorandum will also discuss the purpose and need, project funding, consistency with the Regional Transportation Plan, STIP/TIP status, and purpose and need. The memorandum will be submitted to the City for review and comment prior to submission to TxDOT. After addressing the City's review comments, the memorandum will be submitted to TxDOT-Austin District for inclusion in the project record.

4. CE Determination Form:

The Engineer will complete a CE Determination form. The completed form will be coordinated with the City and provided to TxDOT for review and processing

D. PUBLIC INVOLVEMENT

(provided by CP&Y, Inc. and Rifeline)

1. Prepare monthly invoices and monthly progress reports. Monthly progress reports shall include activities completed, initiated, or ongoing during the reporting period.
 - (a) Prepare monthly invoices
 - (b) Prepare monthly status reports
 - (c) Participate in City of Round Rock meetings
 - (d) Participate in CP&Y internal meetings
2. Develop a public involvement plan to facilitate meaningful participation and ascertain stakeholder input related to the Kenney Fort Boulevard Segments 2 & 3 in Round Rock. Involvement must be early, inclusive, continuous and tailored to address the identified needs within the project area. The public involvement plan should include an informational component to explain to the public the concepts and purpose of the project. Two (2) copies of the public involvement plan and electronic PDF would be submitted to the City of Round Rock.
3. Hold a kick-off meeting with the Kenney Fort Boulevard team to brainstorm stakeholders, their values and concerns
4. Compile, maintain and update a mailing list of people, agencies and organizations interested in the project. The City shall provide relevant data available, as available. The Engineer shall provide property owner contact information to the City.
5. Provide content for inclusion on a Project Website or Public Engagement forum. Content could include, but not be limited to:
 - (a) Project description information
 - (b) Upcoming events and activities
 - (c) Project fact sheets
 - (d) Frequently Asked Questions and responses
6. Prepare up to one (1) Fact Sheets to provide more in depth information on special project topics.
 - (a) Mail fact sheets to community members upon request.
 - (b) Make the fact sheets available in PDF format on the project website and at public involvement activities including neighborhood meetings.
7. Prepare FAQs, with responses, for approval by the City of Round Rock and posting on the project website.
8. Develop and maintain a list of potential community members (neighborhood associations, special interest groups, business associations, etc.) to contact for informal meetings/discussions.
9. Conduct door-to-door outreach to the businesses and residences adjacent to or near the project. We will use the opportunity to introduce ourselves, provide information about the Kenney Fort Boulevard Segments 2 & 3, collect contact information and solicit input about the project. A summary of this outreach will be prepared, and contact information will be added to the stakeholder database.
10. Coordinate and hold up to fifteen (15) stakeholder meetings throughout the development of the Project. Stakeholder meetings would be held with targeted groups important to the consensus-building process.
 - (a) Send project information to community groups and offer to meet with them.
 - (b) Respond to requests from community members for meetings.
 - (c) Coordinate with the City of Round Rock on meeting logistics.
 - (d) Prepare a summary for each meeting.
11. Help conduct one (1) public meeting and one (1) public workshop by setting up the facility, providing personnel to attend and support meeting, and assisting in the technical presentation.
 - (a) Prepare one (1) meeting notice for publishing in local papers to notify the public in advance of the established date.
12. Coordinate with local and regional jurisdictions and agencies related to the project to actively solicit their participation in the project. Work with the City of Round Rock to identify public agencies and jurisdictions that should be included in the Project outreach program.
 - (a) Work with the City of Round Rock to identify elected officials who need to be briefed at key points in the project.
 - (b) Prepare a briefing summary report to summarize all briefings.
 - (c) Support up to fifteen (15) briefings of elected officials.

(d) Update project elected officials database/mailing list.

13. Media Outreach and Coordination

(a) Work with the City to keep the public informed about the project (e.g. electronic notifications).

14. Support the City and their representative with graphic files, information and updates to aide in their extended public involvement efforts.

III. SURVEYING SERVICES

A. PROJECT CONTROL SERVICES *(provided by The Wallace Group)*

The Surveyor will attempt to recover and utilize City of Round Rock NAD-83/93 (HARN) NAVD 88 datum, Texas State Plane Coordinate System, Texas Central Zone primary control monuments for this project unless requested to use another source of datum. In the case that the control has been destroyed the Client will be notified immediately. This scope and fee do not include effort to re-establish destroyed control. A Global Positioning System (GPS) and conventional land surveying methods will be used to establish additional project control if needed. These methods will also be used to perform the various tasks of this project.

B. Data Collection and Property Research

1. The Engineer will do the necessary research in order to obtain all of the deeds and plats along the proposed project to help us establish the applicable boundaries or right-of-way.

C. DESIGN SERVICES *(provided by The Wallace Group)*

1. The Surveyor shall generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any, and reconcile the control to known existing intersecting projects.
2. The Surveyor shall establish or densify additional secondary control as needed for the project to collect data along the length of the project.
3. The Surveyor shall, at their discretion, use 5/8" iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable. The surveyor shall set two (2) brass discs for GPS points at both ends of the project.
4. The Surveyor shall perform differential leveling through the project control (primary and secondary) to establish or extend vertical control for the project.
5. The project limits for surveying shall be the proposed alignment of Kenney Fort Boulevard from Forest Creek to SH 45 (approx. 7500-LF). The survey width will include the full width of the MoKAN Corridor ROW, and to the adjacent parcel lines to the east. This width is approximately 350-ft. The survey will extend along the cross streets
 - (a) 700-ft north of Forest Creek, ROW to ROW
 - (b) 1900-ft from Meister Lane to Rolling Ridge Dr. along Gattis School, ROW to ROW, including the full intersections.
 - (c) 800-ft east of the SH 45 service road intersection from the service road south curb to the SH-45 north ROW line, including the full intersection.
6. The Surveyor shall perform a topographic/design survey within the project limits. The topographic/design survey includes, but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, metal beam guard fence, fences, driveways, mailboxes, traffic and other signs, striping, and visible above ground utilities.
7. The Surveyor shall survey side streets within the project limits to a distance of 100' from the intersection road or far enough to establish drainage.
8. The Surveyor shall survey driveways within the project limits to a distance of 20' from the proposed alignment or far enough to establish drainage.
9. The Surveyor shall provide digital photograph of each end of each cross road drainage structures located within the project limits.
10. The Surveyor shall process the collected information into a 1 foot contour DTM file utilizing Geopak V8i.

11. The Surveyor shall locate right-of-way monumentation and other evidence to reestablish the existing right-of-way lines for MoKAN, Kenney Fort Road, Forest Creek Drive, Gattis School Road, SH-45 north ROW line and intersecting roads and adjacent parcels within the limits of survey. This is not to be construed as boundary surveying at this time nor is it considered taxable for the purposes intended at this time.
12. The Surveyor shall set project control (N, E, Elev.) in such manner to reasonably assure the control will survive construction.
13. The Surveyor shall locate trees that 8 inches in diameter and larger, and note the size, species and canopy area.

D. ROW Documents *(provided by The Wallace Group)*

1. Develop the final ROW documents. The Surveyor will prepare up to fifteen (15) parcel plats with metes and bounds descriptions signed and sealed by a Texas Registered Professional Land Surveyor for additional right-of-way acquisition along either side of the existing right-of-way corridor. The actual acquisition area will be delineated from information provided by the owner or prime consultant and verified in conjunction with Item III.B.1. Additionally, the Surveyor will prepare parcel plats and metes and bounds for up to fifteen (15) temporary construction easements contiguous with the previously stated right-of-way acquisition parcels. These parcels will also be delineated from information provided by the owner or prime consultant and verified in conjunction with Item III.B.1.
2. The Surveyor will set monuments along the proposed additional right-of-way acquisition line as determined in Item III.D.1. The Surveyor shall, at their discretion, use 5/8" diameter iron rods with aluminum caps stamped "CORR ROW" or other durable entities for the monumentation as applicable. Aluminum caps will be provided to the Surveyor.

E. GEOTECHNICAL LOCATIONS *(provided by The Wallace Group)*

1. The Surveyor will stake prior to boring and locate after boring 15 geotechnical locations. The Engineer is to provide the locations for the borings.

F. DELIVERABLES *(provided by The Wallace Group)*

1. The Surveyor shall provide:
 - (a) 2D MicroStation V8 planimetric file.
 - (b) 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
 - (c) Geopak V8i DTM (tin) file.
 - (d) ASCII point file.
 - (e) Two CD-ROM containing the specified files.
 - (f) PDF file of each Surveyor's project field book.
 - (g) Spreadsheet of landowners for right-of-entry letters

G. ASSUMPTIONS *(provided by The Wallace Group)*

1. The Surveyor shall notify the client prior to performing the work if:
 - (a) Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
 - (b) Traffic Control cannot be managed by the Surveyor's personnel.
 - (c) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
 - (d) Existing Project Control cannot be recovered or verified.

H. UTILITIES

1. Subsurface Utility Engineering (SUE) *(provided by The Wallace Group)*
 - (a) The project consists of providing Quality Level (QL)-B on the existing underground utilities. QL-D and QL-C services are inclusive with the QL-B product.
 - (b) Provide QL-B services for the various utilities noted on the site visit for preparing this scope of services with associated fees. The various utilities noted are: water, sanitary sewer, natural gas, telephone communications (cable and fiber optic) and electrical. This scope of services is based upon the effort to provide SUE services for these utility systems.
 - (c) Utility services from the main utility to the right-of-way to service a lot or structure are not included within this scope of service nor the estimated utility linear footage previously shown.

- (d) Identify and map the existing utility facilities located on existing utility poles within the project limits. The facilities company name and contact information will be provided as part of the deliverables.
- (e) Definitions:
 - (i) Quality Service Level D (QL-D) – This level of service is inclusive of QL-B and consists of collecting existing utility record information (as-built) from utility purveyors, municipalities, counties and other agency suppliers within the area of investigation. Contact the TxDOT Permit Office to obtain available records of any utility crossing IH 35 within the project limits.
 - (ii) Quality Service Level C (QL-C) – This level of service is inclusive of QL-B and consists of surveying and obtaining accurate horizontal position of visible utility surface features associated with the project area to be designated by the Engineer.
 - (iii) Quality Service Level B (QL-B Designating Services) – Designate is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitations, electromagnetic, sonic, and acoustical techniques.
 - (iv) Quality Service Level A (QL-A Locating (Test Hole) Services) – Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities.
- 2. The Engineer will develop a contact list of the affected utility owners in the project corridor.
- 3. The Engineer will contact each utility company and meet individually with them to review their assumed utility locations developed from the SUE process. The Engineer shall attend the City monthly coordination meetings, as necessary for coordination. It is assumed up to five (5) meetings. *(provided by CP&Y)*
- 4. The Engineer will prepare scroll plots indicating researched utility locations to provide to utility companies / owners for their review and comment.
- 5. Utility Coordination *(provided by Cobb, Fendley & Associates)*
 - (a) Preliminary Design Phase
 - (i) Project Team Meetings. Utility Coordinator shall attend project team meetings to assist in minimizing utility impacts and discuss alternatives. These meetings will include meeting preparation, travel time, and meeting.
 - (ii) Develop Utility Contact List. Utility Coordinator will establish contact with existing utility companies within and adjacent to the project area and create a utility contact list. This list will be maintained throughout the project.
 - (iii) As-builts/Records Research. Utility Coordinator shall make contact with all known utilities providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities. Utility Coordinator will make a site visit for additional field verification.
 - (iv) Existing Utility Layout. Utility Coordinator, shall create an existing utility layout in the latest version of MicroStation V8 or AUTOCAD using base topo and proposed roadway files provided by CP&Y and Subsurface Utility Engineering (SUE) provided by *The Wallace Group*. This layout shall include all existing utilities in relation to proposed roadway alignment to assist in conflict assessment, monitor necessity of relocation and evaluate alternatives.
 - (v) Preliminary Conflict Assessment. Utility Coordinator will perform a preliminary conflict assessment to determine utility conflicts within the proposed roadway alignment.
 - (vi) Initial Project Notification Letters. Utility Coordinator will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site.
 - (vii) Project Kick-Off Utility Coordination Meeting. Utility Coordinator shall establish contact with existing utility companies within and adjacent to the Project and set up a utility coordination meeting to discuss proposed roadway alignment. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. Utility Coordinate will set agenda for all coordination meeting as directed by the City and CP&Y.

IV. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT *(provided by CP&Y, Inc.)*

- 1. Create and submit monthly invoices suitable for payment by the City.
- 2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.

3. Meet formally once a month with the City to review project progress.
4. Prepare project meeting summaries for applicable meetings during the project development process.
5. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
6. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
7. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
8. The Engineer shall formally close out the project and perform a documented archive process.

EXHIBIT C

Work Schedule

	Completion Date
Notice to Proceed	Mar 1, 2016
Begin Environmental Process/Coord	Mar 1, 2016
Topographic/SUE Survey	May 23, 2016
Traffic Data Collection	Mar 21, 2016
Traffic Projections and Operations	Sep 5, 2016
ENV Tech Reports (SH 45/ Kenney Fort)	Jun 16, 2017
Alternative Configurations & Stakeholder coordination	Oct 31, 2016
30% Schematic Development & Stakeholder coordination	Mar 16, 2017
Public Meeting	Mar 27, 2017
60% Schematic Development & Stakeholder coordination	May 15, 2017
90%/Final Schematic Development	Jun 26, 2017
ROW Documents	Jun 26, 2017

EXHIBIT D

Fee Schedule

Attached Behind This Page

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Task Description	Total Cost
<u>TOTAL LABOR COSTS</u>	
I. ROUTE AND DESIGN STUDIES	
Data Collection; Alignment Study; Project Layout CP&Y	\$ 245,508.00
Geotechnical Services; Pavement Design Corsair	\$ 17,012.48
Pavement Design Transtec	\$ 11,944.00
Traffic Data Collection & Analysis HDR Engineering	\$ 120,680.00
Hydrology & Hydraulics; Water Quality K Friese and Associates	\$ 75,480.00
Landscape Development Verdi	\$ 7,800.00
I. ROUTE AND DESIGN STUDIES Subtotal	\$ 478,424.48
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	
Environmental Studies & Public Involvement CP&Y	\$ 100,560.00
Public Involvement Rifeline	\$ 91,340.00
Geologic Assessment; Karst Survey; Archeology SWCA Environmental Consultants	\$ 13,134.00
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT Subtotal	\$ 205,034.00
III. SURVEYING SERVICES	
Ground Survey; Project Controls; SUE The Wallace Group	\$ 117,040.00
Utility Coordination CP&Y	\$ 1,300.00
Utility Coordination Cobb Fendley	\$ 12,460.00
III. SURVEYING SERVICES Subtotal	\$ 117,040.00
IV. PROJECT MANAGEMENT	
CP&Y	\$ 78,370.00
IV. PROJECT MANAGEMENT Subtotal	\$ 78,370.00
SUBTOTAL LABOR EXPENSES	\$ 892,628.48
<u>TOTAL EXPENSES</u>	
CP&Y	\$ 11,322.00
Cobb Fendley	\$ 369.40
Corsair	\$ 10,533.00
HDR Engineering	\$ 16,775.00
K Friese and Associates	\$ 101.50
Rifeline	\$ -
SWCA Environmental Consultants	\$ 1,431.00
The Wallace Group	\$ -
Transtec	\$ -
Verdi	\$ 359.40
SUBTOTAL EXPENSES	\$ 40,891.30
<u>SUMMARY</u>	
CP&Y	\$ 437,060.00
CDM Smith	\$ -
Cobb Fendley	\$ 12,829.40
Corsair	\$ 27,545.48
HDR Engineering	\$ 137,455.00
K Friese and Associates	\$ 75,581.50
Rifeline	\$ 91,340.00
SWCA Environmental Consultants	\$ 14,565.00
The Wallace Group	\$ 117,040.00
Transtec	\$ 11,944.00
Verdi	\$ 8,159.40
GRAND TOTAL	\$ 933,519.78

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	CADD Operator	GIS Specialist	Environ Manager	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$130.00	\$98.00	\$210.00	\$104.00	\$85.00	\$195.00		
I. ROUTE AND DESIGN STUDIES										
A Data Collection										
A1 Site visits of project corridor and surrounding areas	2	8	12	16					38	\$ 4,908.00
A2 Develop photo inventory of project site for coordination				6					6	\$ 588.00
A3 Gather and review existing information from City and TxDOT	2	4	8	8				4	26	\$ 3,704.00
									70	\$ 9,200.00
B Agency Coordination										
B1 City kick-off meeting for agency coordination	4	8	2	4				4	22	\$ 3,632.00
B2 MoKAN Meetings and prepare meeting minutes										\$ -
CapMetro	10	21						10	41	\$ 7,620.00
TxDOT Austin District	10	21						10	41	\$ 7,620.00
CTRMA	10	21						10	41	\$ 7,620.00
Williamson County	10	21						10	41	\$ 7,620.00
CAMPO	10	21						10	41	\$ 7,620.00
B3 Develop preliminary route alternative proposals (See Alignment Study)										\$ -
B4 Develop report and meet with City	2	6	12	32			40	6	98	\$ 10,706.00
B5 Consolidated agency meeting	4	4						4	12	\$ 2,300.00
B6 Refine proposal and update report	2	8	8	24			8	2	52	\$ 6,242.00
B7 Finalize meetings with TxDOT (up to 2)	6	8		12				6	32	\$ 4,966.00
									421	\$ 65,946.00
C Alignment Study										
C1 Develop design criteria		4		6					10	\$ 1,268.00
C2 Develop three (3) alternative geometric configurations	12	40	60	120	4	24			260	\$ 32,216.00
Cost estimate development		2	8	40					50	\$ 5,300.00
C3 Produce three (3) exhibits depicting alternatives for review	4	8	16	32		60			120	\$ 13,656.00
C4 Produce one (1) exhibits depicting alternative for rapid transit	2	8	16	32				4	62	\$ 7,776.00
Cost estimate development		2	6	16					24	\$ 2,688.00
									526	\$ 62,904.00
D Geotechnical Investigations										
Services to be provided by Corsair										\$ -
									0	\$ -
E Schematic Layout Development										
E1 Develop roadway design criteria and compile spreadsheet	1	1	2						4	\$ 640.00
E2 Calculated horizontal geometrics for project roadways	2	8	40	80		12			142	\$ 16,068.00
E3 Calculated vertical geometrics for project roadways	1	6	40	60		12			119	\$ 13,558.00
E4 Develop existing and proposed typical sections	1	4	16	24		16			61	\$ 6,986.00
E5 Develop schematic cross sections at 100' intervals	1	12	50	140					203	\$ 22,470.00
E6 Determine retaining wall limits	1	3	8	16					28	\$ 3,328.00
E7 Determine continuous lighting locations			16	4					20	\$ 2,472.00
E8 Develop conceptual traffic control plan	2	8	16	24		12			62	\$ 7,460.00
E9 Develop control of access lines	1	4		6		6			17	\$ 2,102.00
E10 Develop proposed pavement edges	1	4	30	60		12			107	\$ 11,918.00
E11 Develop large guide signs for project (provided by HDR)										\$ -
E12 Develop three (3) engineer's opinion of probable cost	2	6	12	32					52	\$ 6,136.00
E13 Prepare Schematic Layout plots of corridor	4	8	16	60		40			128	\$ 14,320.00
									943	\$ 107,458.00

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	CADD Operator	GIS Specialist	Environ Manager	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$130.00	\$98.00	\$210.00	\$104.00	\$85.00	\$195.00		
F Traffic Data Collection, Analysis and Review										
Services to be provided by HDR Engineering, Inc.									0	\$ -
										\$ -
G Traffic and Revenue Forecasting										
Services to be provided by CDM Smith									0	\$ -
										\$ -
H Hydrology and Hydraulic Analysis										
Services to be provided by K Friese and Associates									0	\$ -
										\$ -
I Landscaping										
Services to be provided by Verdi									0	\$ -
										\$ -
I. - SUBTOTALS										
HOURS SUB-TOTALS	107	279	394	854	4	194	48	80	1,960	\$ 245,508.00
SUBTOTAL	\$ 22,470.00	\$ 47,430.00	\$ 51,220.00	\$ 83,692.00	\$ 840.00	\$ 20,176.00	\$ 4,080.00	\$ 15,600.00		\$245,508.00

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Environ Manager	Senior Environ Specialist	Environ Specialist	Senior Architectural Historian	Biologist	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$195.00	\$130.00	\$115.00	\$135.00	\$104.00	\$85.00	\$104.00		
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT											
A A. ENVIRONMENTAL SERVICES											
A1 Right of Entry			1		6		4	8	2	21	\$ 2,189.00
A2 Environmental Constraints Analysis											\$ -
a) Obtain, review, and organize existing environmental constraints data.			2	2	2	2	4	12		24	\$ 2,586.00
b) Conduct field reconnaissance to verify prelim environmental constraints map				6	6	6	6			24	\$ 2,904.00
c) Prepare a revised preliminary environmental constraints map using GIS			2	1	1	1	1	10		16	\$ 1,724.00
d) Prepare technical memorandum describing environmental constraints			2	4	4					10	\$ 1,370.00
e) Prepare preliminary evaluation of alignment alternatives			2	6	6					14	\$ 1,860.00
f) Coordination meetings			10	10						20	\$ 3,250.00
										129	\$ 15,883.00
B DUE DILIGENCE STUDIES (Kenney Fort Blvd)											
B1 Waters of the US/Wetlands/Floodplains			6		16		40	4		66	\$ 7,510.00
B2 Threatened and Endangered Species Habitat Assessment			6		16		32	4		58	\$ 6,678.00
B3 Hazardous Materials Initial Site Assessment			4	12	12			4		32	\$ 4,060.00
B4 Cultural Resources											\$ -
a) Background Records Search											\$ -
b) Antiquities Permit											\$ -
c) Archeological Survey (Provided by SWCA)											\$ -
e) Cultural Resources Report			4	4		4				12	\$ 1,840.00
										168	\$ 20,088.00
C CATEGORICAL EXCLUSION DOCUMENTATION											
C1 Classification Justification Letter			4	4	4			4		16	\$ 2,100.00
C2 Risk Assessment			2	2	4	1	2			11	\$ 1,453.00
C3 Required Resource & Issue Specific Documentation / Technical Reports											\$ -
a) Biological Eval form			4	4			24	4		36	\$ 4,136.00
b) Water Quality Tech Report			4	4			20			28	\$ 3,380.00
c) Project Description and Purpose & need		2	4	4	12					22	\$ 3,020.00
C4 CE Determination Form			2	2	4					8	\$ 1,110.00
										121	\$ 15,199.00
D PUBLIC INVOLVEMENT											
D1 Services Provided by Rifeline											\$ -
D2 Develop Public Involvement Plan	1		2							3	\$ 600.00
Bleiker Meeting	4		4							8	\$ 1,620.00
D3 Hold Kick-off meeting	2		2							4	\$ 810.00
D4 Compile, maintain, update mailing list											\$ -
D5 Content for project website / engagement forum			2							2	\$ 390.00
Respond to website FAQ	2		2							4	\$ 810.00
D6 Prepare up to one (1) Fact Sheets	1		2							3	\$ 600.00
Mail fact sheets											\$ -
Post fact sheets to project website											\$ -
D7 Prepare monthly FAQ updates	1		1							2	\$ 405.00
D8 Develop and maintain stakeholder list											\$ -
D9 Conduct door-to-door outreach. One (1) day	8		8							16	\$ 3,240.00
Update project database											\$ -
Summary report											\$ -
D10 Coordinate and hold up to fifteen (15) stakeholder meetings	30		30							60	\$ 12,150.00
Prepare for stakeholder meetings	5		5							10	\$ 2,025.00
Stakeholder outreach for meetings											\$ -
Stakeholder response for meetings											\$ -
Coordinate meeting logistics with the City			1							1	\$ 195.00
Prepare Stakeholder meeting notes	10		5							15	\$ 3,075.00
D11 Conduct one (1) public meeting and one (1) public workshop	8		8	4						20	\$ 3,760.00
Prepare for public meeting	2		4					15		21	\$ 2,475.00
Public meeting logistics											\$ -
Internal prep meeting	4		4							8	\$ 1,620.00
Public meeting notice										2	\$ 390.00
D12 Coordinate to identify elected officials	1		2							3	\$ 600.00
Elected officials briefings summary reports	4		8							12	\$ 2,400.00
Support Elected officials briefings (up to 15)	15		30							45	\$ 9,000.00

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock											
Fee Schedule/Budget for CP&Y, Inc.											
Task Description	Project Manager	Senior Engineer	Environ Manager	Senior Environ Specialist	Environ Specialist	Senior Architectural Historian	Biologist	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$195.00	\$130.00	\$115.00	\$135.00	\$104.00	\$85.00	\$104.00		
Update project database for elected officials											\$ -
D13 Media Outreach											\$ -
Keep public informed about project											\$ -
Develop significant issues list and prepare contingencies											\$ -
Assist in communication of a crisis nature	5		5							10	\$ 2,025.00
D14 Support City with graphic files, information and updates	2		4							6	\$ 1,200.00
										255	\$ 49,390.00
II. - SUBTOTALS											
HOURS SUB-TOTALS	105	2	190	69	93	14	133	65	2	673	\$ 100,560.00
SUBTOTAL	\$ 22,050.00	\$ 340.00	\$ 37,050.00	\$ 8,970.00	\$ 10,695.00	\$ 1,890.00	\$ 13,832.00	\$ 5,525.00	\$ 208.00		\$100,560.00

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$130.00	\$98.00	\$104.00		
III. SURVEYING SERVICES							
A PROJECT CONTROL SERVICES							
Services to be provided by The Wallace Group							\$ -
						0	\$ -
B Data Collection and Property Research							
Services to be provided by The Wallace Group							\$ -
						0	\$ -
C DESIGN SERVICES							
Services to be provided by The Wallace Group							\$ -
						0	\$ -
E GEOTECHNICAL LOCATIONS							
Services to be provided by Corsair							\$ -
						0	\$ -
F DELIVERABLES							
Services to be provided by The Wallace Group							\$ -
						0	\$ -
G ASSUMPTIONS							
Services to be provided by The Wallace Group							\$ -
						0	\$ -
H UTILITIES							
Services to be provided by The Wallace Group							\$ -
3 Attend up to five (5) monthly utility coordination meetings			10			10	\$ 1,300.00
						0	\$ -
III. - SUBTOTALS							
HOURS SUB-TOTALS	0	0	10	0	0	10	\$ 1,300.00
SUBTOTAL	\$ -	\$ -	\$ 1,300.00	\$ -	\$ -		\$1,300.00

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs
		\$210.00	\$170.00	\$130.00	\$98.00	\$104.00	\$195.00		
	<u>IV. PROJECT MANAGEMENT</u>								
A	Project Management (18 months)								
	A1 Create and submit monthly invoices	4	12			18		34	\$ 4,752.00
	A2 Prepare monthly progress reports	2	9					11	\$ 1,950.00
	A3 Meet with City once a month	36	36				36	108	\$ 20,700.00
	A4 Prepare project meeting summaries	4	18				4	26	\$ 4,680.00
	A5 Meet with property owners, stakeholders, and City	12	12				12	36	\$ 6,900.00
	A6 Internal Design Team Meetings	8	36	50	50		12	156	\$ 21,540.00
	A7 Monitor and Review Sub-consultant invoices	4	12			9		25	\$ 3,816.00
	A8 Coordinate and Review Sub-consultant work products	12	40	12			2	66	\$ 11,270.00
	A9 Project Closeout	1	4	8		8		21	\$ 2,762.00
								483	\$ 78,370.00
	IV.- SUBTOTALS								
	HOURS SUB-TOTALS	83	179	70	50	35	66	483	\$ 78,370.00
	SUBTOTAL	\$ 17,430.00	\$ 30,430.00	\$ 9,100.00	\$ 4,900.00	\$ 3,640.00	\$ 12,870.00		\$ 78,370.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for CP&Y, Inc.				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	6,000	\$ 9,000.00
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00	150	\$ 300.00
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	1,500	\$ 150.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	600	\$ 90.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	200	\$ 200.00
11" X 17" Color Paper Copies	sheet	\$ 1.80	200	\$ 360.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44	50	\$ 22.00
Express Mail (Standard)	each	\$ 15.00	12	\$ 180.00
Express Mail (Oversized)	each	\$ 30.00	10	\$ 300.00
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.575	400	\$ 230.00
GPS Rental	day	\$ 80.000	3	\$ 240.00
HazMat Database Search	each	\$ 250.000	1	\$ 250.00
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 11,322.00

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for Cobb Fendley

Task Description	Project Manager	Project Engineer	E.I.T.	Utility Specialist	Senior Technician	Technician	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$164.00	\$135.00	\$90.00	\$105.00	\$114.00	\$84.00	\$72.00		
III. SURVEYING SERVICES									
5 UTILITIES									
5(a)(i) Project Team Meetings	10	-	-	-	-	-	-	10	\$ 1,640.00
5(a)(ii) Develop Utility Contact List	-	-	-	4	-	-	-	4	\$ 420.00
5(a)(iii) As-Built/Record Research	-	-	-	8	-	-	-	8	\$ 840.00
5(a)(iv) Existing Utility Layout	-	2	4	2	4	32	-	44	\$ 3,984.00
5(a)(v) Preliminary Conflict Assessment	-	4	24	2	-	-	-	30	\$ 2,910.00
5(a)(vi) Initial Project Notification Letter	2	-	-	6	-	-	2	10	\$ 1,102.00
5(a)(vii) Project Kick-Off Utility Coordination Meeting	2	2	-	6	-	4	-	14	\$ 1,564.00
III. - SUBTOTALS								120	\$ 12,460.00
HOURS SUB-TOTALS	14	8	28	28	4	36	2	120	\$ 12,460.00
SUBTOTAL	\$ 2,296.00	\$ 1,080.00	\$ 2,520.00	\$ 2,940.00	\$ 456.00	\$ 3,024.00	\$ 144.00		\$12,460.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for Cobb Fendley				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	0	\$ -
Mylar Plots	lf	\$ 6.00	0	\$ -
5 Digital Ortho Plotting	lf	\$ 2.00	0	\$ -
11" X 17" Mylar	sheet	\$ 1.00	0	\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	50	\$ 5.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	100	\$ 15.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	0	\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80	100	\$ 180.00
Fax Copies	sheet	\$ 0.10	0	\$ -
Film and Development	roll	\$ 8.00	0	\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50	0	\$ -
Oversized Digital Color Prints	picture	\$ 50.00	0	\$ -
Standard Postage	letter	\$ 0.44	10	\$ 4.40
Express Mail (Standard)	each	\$ 15.00	0	\$ -
Express Mail (Oversized)	each	\$ 30.00	0	\$ -
Deliveries	each	\$ 25.00	0	\$ -
Airfare	each	\$ 200.00	0	\$ -
Rental Car	day	\$ 80.00	0	\$ -
Lodging	day	\$ 85.00	0	\$ -
Meals	day	\$ 36.00	0	\$ -
Mileage	mile	\$ 0.550	300	\$ 165.00
GPS Rental	day	\$ 80.000	0	\$ -
HazMat Database Search	each	\$ 250.000	0	\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 369.40

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock****Fee Schedule/Budget for Corsair**

Soil Borings	Quantity		Fee	Total
10' Pavement Borings	15	Each	\$ 200.00	\$ 3,000.00
Bucket Samples	15	Each	\$ 100.00	\$ 1,500.00
Mileage	60	Each	\$ 0.55	\$ 33.00
Utility Clearing and boring Staking EIT	4	Hours	\$ 86.80	\$ 347.20
Field engineer EIT Logging	16	Hours	\$ 86.80	\$ 1,388.80
			Sub Total	\$ 6,269.00
Laboratory Testing				
Atterberg Limits Tests	30	Each	\$ 65.00	\$ 1,950.00
Sieve Analyses Full Sieve with D50, D90	22	Each	\$ 120.00	\$ 2,640.00
Soluble Sulfate Content	8	Each	\$ 25.00	\$ 200.00
Eades and Grim (ASTM D6276) pH/lime series	1	Each	\$ 290.00	\$ 290.00
UU Triax Compression	1	Each	\$ 180.00	\$ 180.00
Resilient Modulus Testing of the Subgrade	1	Each	\$ 500.00	\$ 500.00
Moisture Content of Soil	30	Each	\$ 8.00	\$ 240.00
			Sub Total	\$ 6,000.00
Engineering	No. Hours	Billing Rate		Total
Project Manager	8	Per Hour	\$ 200.28	\$1,602.24
Senior Engineer	24	Per Hour	\$ 126.86	\$3,044.64
Design Engineer	40	Per Hour	\$ 126.86	\$5,074.40
EIT	64	Per Hour	\$ 86.80	\$5,555.20
			Sub Total	\$ 15,276.48
		Grand Total		\$ 27,545.48

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for HDR

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$250.00	\$200.00	\$140.00	\$110.00	\$140.00	\$90.00		
<u>I. ROUTE AND DESIGN STUDIES</u>								
E Schematic Layout Development								
E11 Develop large guide signs for project (provided by HDR)	2	16			40		58	\$ 9,300.00
							58	\$ 9,300.00
F Traffic Data Collection, Analysis and Review								
F1 Coordination with City, State, Team	24		8			16	48	\$ 8,560.00
F2 Field Review	4		4				8	\$ 1,560.00
F3 Data Collection	2		4				6	\$ 1,060.00
F4 Traffic forecasting	4	8	24	80			116	\$ 14,760.00
F5 Review traffic forecasts with City/State	4	2					6	\$ 1,400.00
F6 Develop Vissim Models (4 models total including AM and PM)	4	10	120	240	10		384	\$ 47,600.00
F7 Technical memorandum	8	8	18	44	18		96	\$ 13,480.00
F8 3D Animation files	4		8	8	20		40	\$ 5,800.00
F9 Attend meetings (6 assumed)	24		24	4	8		60	\$ 10,920.00
F10 Prepare & attend public meetings (2 assumed)	16				16		32	\$ 6,240.00
							796	\$ 111,380.00
G Traffic and Revenue Forecasting								
G1 Services to be provided by CDM Smith								\$ -
							796	\$ 111,380.00
I. - SUBTOTALS								
HOURS SUB-TOTALS	96	44	210	376	112	16	854	\$ 120,680.00
SUBTOTAL	\$ 24,000.00	\$ 8,800.00	\$ 29,400.00	\$ 41,360.00	\$ 15,680.00	\$ 1,440.00		\$ 120,680.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for HDR				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	200	\$ 20.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	100	\$ 15.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	200	\$ 200.00
11" X 17" Color Paper Copies	sheet	\$ 1.80	150	\$ 270.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	2	\$ 50.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	400	\$ 220.00
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
Traffic data collection	LS	\$ 16,000.000	1	\$ 16,000.00
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ 16,775.00

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for KFrieese and Associates

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$190.00	\$140.00	\$105.00	\$95.00	\$85.00	\$60.00		
<u>I. ROUTE AND DESIGN STUDIES</u>								
A Data Collection								
A1 Site visits of project corridor and surrounding areas	4		4	6			14	\$ 1,750.00
A2 Develop photo inventory of project site for coordination								\$ -
A3 Gather and review existing information from City and TxDOT	1		6	8			15	\$ 1,580.00
A4 Obtain FEMA maps and studies						2	2	\$ 120.00
							31	\$ 3,450.00
H Hydrology and Hydraulic Analysis								
H1 Crossing Structure Hydrology and Hydraulic Analysis Schematic layout Phase)								\$ -
a) Hydrology								\$ -
Base Mapping			4	8	4		16	\$ 1,520.00
Delineate Drainage Areas	2	2	4	8			16	\$ 1,840.00
Existing Condition Hydrology	2	4	16	24			46	\$ 4,900.00
Proposed Condition Hydrology	2	2	8	12			24	\$ 2,640.00
b) Hydraulics								\$ -
Define Impact Criteria	2		6				8	\$ 1,010.00
Existing Condition Hydraulics	2	2	8	24			36	\$ 3,780.00
Proposed Condition Hydraulics	2	4	16	24			46	\$ 4,900.00
c) Drainage Report								\$ -
Drainage Area Maps			4	8	12		24	\$ 2,200.00
Report Text	2	4	24	32	24		86	\$ 8,540.00
H2 Dyer Creek Hydrology and Hydraulic Impact Analysis								\$ -
a) Data Collection (See Section A)								\$ -
b) Hydrology								\$ -
Existing Condition Hydrology		2	4	16			22	\$ 2,220.00
Proposed Condition Hydrology		2	4	16			22	\$ 2,220.00
c) Hydraulics								\$ -
Existing Condition Hydraulics	2	4	8	24			38	\$ 4,060.00
Proposed Condition Hydraulics	2	4	24	32			62	\$ 6,500.00
d) Mitigation								\$ -
Quantify Impacts		4	4	8			16	\$ 1,740.00
Develop Alternatives	4	6	24	40			74	\$ 7,920.00
e) Drainage Report								\$ -
Culvert Layout		2	8	24	24		58	\$ 5,440.00
Mitigation Exhibits	2	4	8	16	16		46	\$ 4,660.00
Alternative Analysis	2	6	16	32			56	\$ 5,940.00
								\$ -
							696	\$ 72,030.00
I. - SUBTOTALS								
HOURS SUB-TOTALS	31	52	200	362	80	2	727	\$ 75,480.00
SUBTOTAL	\$ 5,890.00	\$ 7,280.00	\$ 21,000.00	\$ 34,390.00	\$ 6,800.00	\$ 120.00		\$75,480.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for KFrieese and Associates				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	100	\$ 10.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	60	\$ 9.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	150	\$ 82.50
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 101.50

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for Rifeline

Task Description		Project Principal	Senior Project Coordinator	Project Coordinator	Project Assistant	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		\$200.00	\$170.00	\$150.00	\$120.00	\$50.00		
<u>II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT</u>								
D Public Involvement								
D1	Prepare monthly invoices, progress reports							\$ -
	Invoices		5			9	14	\$ 1,300.00
	Status Reports		9		9		18	\$ 2,610.00
	City meetings	18	50				68	\$ 12,100.00
	CP&Y meetings		32				32	\$ 5,440.00
D2	Develop Public Involvement Plan	1	8	6			15	\$ 2,460.00
	Bleiker Meeting	6	4				10	\$ 1,880.00
D3	Hold Kick-off meeting							\$ -
D4	Compile, maintain, update mailing list		2	2	8	18	30	\$ 2,500.00
D5	Content for project website / engagement forum	1	5				6	\$ 1,050.00
	Respond to website FAQ	1	5				6	\$ 1,050.00
D6	Prepare up to one (1) Fact Sheet	1	3				4	\$ 710.00
	Mail fact sheet			15			15	\$ 2,250.00
	Post fact sheet to project website			18			18	\$ 2,700.00
D7	Prepare monthly FAQ updates		25	10			35	\$ 5,750.00
D8	Develop and maintain stakeholder list		10	15	2	15	42	\$ 4,940.00
D9	Conduct door-to-door outreach. One (1) day					24	24	\$ 1,200.00
	Update project database			3			3	\$ 450.00
	Summary report		2	3			5	\$ 790.00
D10	Coordinate and hold up to fifteen (15) stakeholder meetings	5	15	15			35	\$ 5,800.00
	Prepare for stakeholder meetings	5	8	2			15	\$ 2,660.00
	Stakeholder outreach for meetings			20			20	\$ 3,000.00
	Stakeholder response for meetings			20			20	\$ 3,000.00
	Coordinate meeting logistics with the City			15			15	\$ 2,250.00
	Prepare Stakeholder meeting notes		5	20			25	\$ 3,850.00
D11	Conduct one (1) public meeting and one (1) public workshop	5	8	8			21	\$ 3,460.00
	Prepare for public meeting	2	2	8			12	\$ 1,940.00
	Public meeting logistics			3			3	\$ 450.00
	Internal prep meeting	2	6	6			14	\$ 2,320.00
	Public meeting notice		3				3	\$ 510.00
D12	Coordinate to identify elected officials	3	3				6	\$ 1,110.00
	Elected officials briefings summary reports	3	10				13	\$ 2,300.00
	Support Elected officials briefings (up to 10)	4	5	5			14	\$ 2,400.00
	Update project database for elected officials				5	15	20	\$ 1,350.00
D13	Media Outreach							\$ -
	Keep public informed about project							\$ -
	Develop significant issues list and prepare contingencies	-						\$ -
	Assist in communication of a crisis nature	-						\$ -
D14	Support City with graphic files, information and updates		18	18			36	\$ 5,760.00
II. - SUBTOTALS							617	\$ 91,340.00
HOURS SUB-TOTALS		57	243	212	24	81	0	\$ 91,340.00
SUBTOTAL		\$ 11,300.00	\$ 41,310.00	\$ 31,800.00	\$ 2,880.00	\$ 4,050.00	\$ -	\$91,340.00

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Expenses for Rifeline

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10		\$ -
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ -

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for SWCA

Task Description	Environ Manager	Project Manager	Senior Environ Specialist	Environ Specialist	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$142.00	\$108.00	\$85.00	\$63.00	\$96.00	\$85.00		
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT								
B ENVIRONMENTAL STUDIES								
B4 Due Diligence Studies								\$ -
4) Cultural Resources								\$ -
c) Archeology	2	18	90	26	8	10	154	\$ 13,134.00
							154	\$ 13,134.00
D PCN / USFWS / WCRHCP / CE								
D1 Service performed under Supplemental Agreement, if necessary								\$ -
							0	\$ -
II. - SUBTOTALS								
HOURS SUB-TOTALS	2	18	90	26	8	10	154	\$ 13,134.00
SUBTOTAL	\$ 284.00	\$ 1,944.00	\$ 7,650.00	\$ 1,638.00	\$ 768.00	\$ 850.00		\$ 13,134.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for SWCA				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	1,100	\$ 110.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	245	\$ 245.00
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00	2	\$ 160.00
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000	2	\$ 160.00
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses:	NA	at cost	NA	\$ 756.00
Field Tablets for survey (2 tablets x 2 days)	4	\$5.00	\$20.00	
Curation costs	1	\$600	\$600.00	
Rental Car Fuel	20	\$2	\$40.00	
TARL site forms (2)	2	\$48	\$96.00	
SUBTOTAL DIRECT EXPENSES				\$ 1,431.00

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for The Wallace Group

Task Description		Project Manager / RPLS	Senior CADD Tech	Research Tech	Survey Crew with GPS	SUE Locator 1 Man Crew	SUE Locator 2 Man Crew	Total Labor Hours	Total Direct Labor Costs
		\$140.00	\$90.00	\$90.00	\$150.00	\$95.00	\$150.00		
III. SURVEYING SERVICES									
A.-C. SURVEYING SERVICES (TWG)									
Project Admin / Setup	4							4	\$ 560.00
Research Property Owners, Build Exhibit Map and Plot Approx. Alignment	4	20	20					44	\$ 4,160.00
Locate and Tie Property Corners along Road ROW's for Preliminary Exhibit Map	5	20		40				65	\$ 8,500.00
Prepare and Deliver Preliminary Base Map to CP&Y	2	10						12	\$ 1,180.00
Planning and Correspondence with Engineer	2	2						4	\$ 460.00
									\$ -
After Final Alignment has been Determined:									\$ -
Establish Horiz. / Vert. Project Primary Control along entire length of Project	4	10		30				44	\$ 5,960.00
Locate & Tie Additional Property Corners required for ROW Acquisition Exhibits	5	10		50				65	\$ 9,100.00
Stakeout 15 Boring Locations and Locate after	1	2		16				19	\$ 2,720.00
Design TOPO / Cross Sections and Trees 12" and larger	12	80		190				282	\$ 37,380.00
Prepare Deliverables & QA/QC	4	20						24	\$ 2,360.00
								563	\$ 72,380.00
D ROW Documents									
D1 Develop (15) ROW Acquisition Exhibits with Metes and Bounds descriptions	45	120						165	\$ 17,100.00
Develop (15) Temp. Const. Esmt. Exhibits with Metes and Bounds descriptions	30	75						105	\$ 10,950.00
D1 Set New ROW Monumentation	4	15		40				59	\$ 7,910.00
								329	\$ 35,960.00
E GEOTECHNICAL LOCATIONS									
E1 Services to be provided by The Wallace Group									\$ -
								0	\$ -
H UTILITIES									
H1 Provide QL-B SUE						60	20	80	\$ 8,700.00
								80	\$ 8,700.00
III. - SUBTOTALS									
HOURS SUB-TOTALS		122	384	20	366	60	20	972	\$ 117,040.00
SUBTOTAL		\$ 17,080.00	\$ 34,560.00	\$ 1,800.00	\$ 54,900.00	\$ 5,700.00	\$ 3,000.00		\$117,040.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for The Wallace Group				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10		\$ -
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ -

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock								
Fee Schedule/Budget for Transtec								
Task Description	Project Manager	Senior Engineer	Design Engineer	Junior Engineer	Chief Hydrologist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$0.00	\$167.00	\$0.00	\$103.00	\$0.00	\$69.00		
<u>I. ROUTE AND DESIGN STUDIES</u>								
D Pavement Engineering								
D5 Precast concrete panel investigation		60		16		4	76	\$ 11,944.00
							76	\$ 11,944.00
I. - SUBTOTALS								
HOURS SUB-TOTALS	0	60	0	16	0	4	76	\$ 11,944.00
SUBTOTAL	\$ -	\$ 10,020.00	\$ -	\$ 1,648.00	\$ -	\$ 276.00		\$11,944.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for Transtec				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10		\$ -
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ -

Exhibit D

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for Verdi

Task Description	Project Manager						Total Labor Hours	Total Direct Labor Costs
	\$100.00							
<u>I. ROUTE AND DESIGN STUDIES</u>								
J LANDSCAPE ARCHITECTURE								
J1 Survey the project setting	3						3	\$ 300.00
J2 Meetings (three) with roadway stakeholders	8						8	\$ 800.00
J3 Determine plant pallet and hardscape finishes	10						10	\$ 1,000.00
J4 Develop landscaping and hardscaping conceptual schematic	24						24	\$ 2,400.00
J5 Prepare landscape presentation graphics for open house	21						21	\$ 2,100.00
J6 Participate in open houses (two)	10						10	\$ 1,000.00
J7 Coordinate with project engineer	2						2	\$ 200.00
							78	\$ 7,800.00
I. - SUBTOTALS								
HOURS SUB-TOTALS	78	0	0	0	0	0	78	\$ 7,800.00
SUBTOTAL	\$ 7,800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$7,800.00

Exhibit D

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expenses for Verdi				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	36	\$ 54.00
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	50	\$ 5.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80	28	\$ 50.40
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00	4	\$ 200.00
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	2	\$ 50.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 359.40

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2016

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C No. Ext): (214) 503-1212 FAX (A/C No.): (214) 503-8899 E-MAIL ADDRESS:														
INSURED CP&Y, Inc. 1820 Regal Row Ste 200 Dallas TX 75235	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co of Am</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER E: Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Travelers Indemnity Co of Am	25666	INSURER C: Travelers Indemnity Company	25658	INSURER D: Charter Oak Fire Insurance Co.	25615	INSURER E: Hartford Underwriters Ins. Co.	30104	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: XL Specialty Insurance Company	37885														
INSURER B: Travelers Indemnity Co of Am	25666														
INSURER C: Travelers Indemnity Company	25658														
INSURER D: Charter Oak Fire Insurance Co.	25615														
INSURER E: Hartford Underwriters Ins. Co.	30104														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 31263

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
B	GENERAL LIABILITY	Y	Y	PACP1951L895 Valuable Papers \$2,245,000	1/1/2016	1/1/2017	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> Contractual Liab						\$ 1,000,000
	<input checked="" type="checkbox"/> Severability of Int.						MED EXP (Any one person)
D	AUTOMOBILE LIABILITY	Y	Y	BA3865M855	1/1/2016	1/1/2017	\$ 10,000
	<input checked="" type="checkbox"/> ANY AUTO						PERSONAL & ADV INJURY
	<input type="checkbox"/> ALL OWNED AUTOS						\$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS						GENERAL AGGREGATE
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$ 2,000,000
C	UMBRELLA LIAB	Y	Y	CUP2D349003	1/1/2016	1/1/2017	PRODUCTS - COMP/OP AGG
	<input checked="" type="checkbox"/> EXCESS LIAB						\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	46WEAL0593	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per person)
							\$
							BODILY INJURY (Per accident)
A	Professional Liability	Y	Y	DPR9722698	4/1/2015	4/1/2016	PROPERTY DAMAGE (Per accident)
							\$

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies. RE: RNDR1500603.00 - Kenney Fort Boulevard (Segments 2 & 3)

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock Attn: City Manager 221 Eeas Main St. Round Rock TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2010/05)

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CP&Y, Inc.
Dallas, TX United States

Certificate Number:
2016-4830

Date Filed:
01/22/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

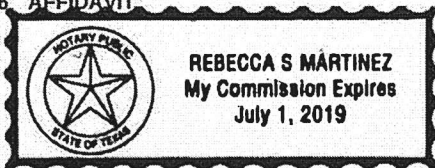
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

000000
Professional Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Boswell, Jeremy	Oklahoma City, OK United States	X	
	Hays, David	Dallas, TX United States	X	
	Hartzler, Mike	Dallas, TX United States	X	
	Vergara, Marisa	San Antonio, TX United States	X	
	Roohms, J.J.	Austin, TX United States	X	
	Chiang, Walter	Dallas, TX United States	X	
	Patel, Pete	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said J.J. Roohms, this the 25th day of January, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Rebecca S. Martinez
Printed name of officer administering oath

Office Coordinator
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.8

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Gary Hudder, Transportation Director

Cost: \$482,439.90

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2016-3216

Consider a resolution authorizing the Mayor to execute a contract with Brown & Gay, Inc. for the development of a final schematic, obtain environmental clearance, prepare right-of-way documents, perform utility coordination and develop 30% construction Plan, Specification and Estimate (PS&E) documents for the ultimate construction of a 6-lane divided urban roadway on Gattis School Rd. from Via Sonoma Trail to Red Bud Lane. This segment of roadway is being proposed as a stand-alone project but is only one part of a multi-segment, multi-phase vision to upgrade Gattis School Rd. from Greenlawn Boulevard to Red Bud Lane.

The Gattis School Rd. corridor is an important east/west transportation artery in Round Rock. This arterial roadway has been identified in the city's Master Transportation Plan as a corridor that is increasingly congested and travel times and safety will be impacted if no improvements are prepared and implemented. The Master Transportation Plan has determined the ultimate section for this thoroughfare to be a 6-lane divided urban facility. This roadway section will provide increased mobility as well as enhance driver safety. Mobility is increased by the addition of another thru lane in each direction and addition of turn lanes at major intersections. Safety is enhanced by inclusion of a raised median to direct turning traffic movements to controlled intersections.

This contract will take the concept developed in the Master Transportation Plan and move that approach forward from the study stage to preliminary engineering, environmental clearance and PS&E preparation up to a 30% complete status. The project will be

re-evaluated at completion of this contract and moved forward under future contracts as funding allows and as directed by the council.

Cost: \$482,439.90

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2016-3216

WHEREAS, the City of Round Rock desires to retain engineering services for the Gattis School Road Segment 6 Project; and

WHEREAS, Brown & Gay Engineers, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with Brown & Gay Engineers, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of February, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: BROWN & GAY ENGINEERS, INC. ("Engineer")
ADDRESS: 7000 N. Mopac, Suite 330, Austin, TX 78731
PROJECT: Gattis School Road Segment 6

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2016 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Four Hundred Eight-Two Thousand Four Hundred Thirty-Nine and 90/100 Dollars (\$482,439.90) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

Gerald Pohlmeier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-5589
Fax Number (512) 341-3359
Email Address gpohlmeier@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:

Erin Gonzales, PE
Project Manager
7000 N. Mopac, Suite 330
Austin, TX 78731
Telephone Number (512) 879-0425
Fax Number (512) 879-0499
Email Address egonzales@browngay.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

ARTICLE 23 **ENGINEER'S RESPONSIBILITIES**

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

ARTICLE 24 **ENGINEER'S SEAL**

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

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

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

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

ARTICLE 26 **INSURANCE**

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

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

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

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

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

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

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

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

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

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Erin Gonzales, PE
Project Manager
7000 N. Mopac, Suite 330
Austin, TX 78731

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

BROWN & GAY ENGINEERS, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

- City of Round Rock will provide digital design files for development/roadway projects to the Engineer, as needed.
- City of Round Rock will provide any records available which would assist in the completion of the project development.
- City of Round Rock will provide timely reviews and decisions necessary to maintain the project work schedule.

EXHIBIT B

Engineering Services

ROUTE AND DESIGN STUDIES (Function Code 110)

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the schematic development for the widening and reconstruction of Gattis School Road from Red Bud Lane to Via Sonoma Trail and along Red Bud Lane approximately 500' south of Gattis School Road. The project consists of reconstructing approximately 0.65 miles of the existing 4-lane roadway section to a 6-lane divided facility and adding a right turn lane on Red Bud Lane. This project involves surveying, geotechnical, environmental, public involvement, engineering analyses, and associated details necessary to produce a design schematic and 30% PS&E.

The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Round Rock criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

1. Data Collection

- A. The determination of data requirements, availability, and sources will be coordinated with the City's designated PM. Once the data needs and sources are identified, the ENGINEER will contact the appropriate agencies and organizations to obtain the data. Data collection will focus on existing publically available information primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Data to be collected will include, but not be limited to:
- B. "As-built plans", existing schematics, right-of-way maps, and previous corridor studies, existing channel and drainage easement data, existing traffic counts, accident data, zoning and future land use maps, available Economic Development Plans, jurisdictional boundaries, City ETJ boundaries.
- C. Existing utility information and mapping obtained from a GIS database and/or provided by the City and/or utility owners. Planned infrastructure such as transmission lines and major utilities.
- D. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the Corps of ENGINEERS (USACE), local municipalities and/or other governmental agencies.
- E. Graphic files, plans, documents, and other data for existing and proposed improvements along corridor.
- F. Photographic record of notable existing features collected during field reconnaissance from public right-of-way locations.

2. Review of Data

- A. The ENGINEER will review the data collected and organize the information into design files.

3. Complete Design Summary Form

- A. Design criteria shall be in accordance with the City of Round Rock criteria.

4. Route Studies

- A. The ENGINEER, with input from the City, shall develop key issues and evaluation criteria to assist in evaluating alignment alternatives.
- B. The ENGINEER shall review the existing schematic layout and make recommendations for improvements that fulfill the Purpose and Need of the Project, meet the design criteria, and avoid or minimize impacts to the identified constraints.
- C. The ENGINEER shall revise the Route Layout and include the Preliminary Environmental Constraints Map data.

5. Geotechnical Investigations (*Corsair*)

- A. Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of project limits. Attend coordination meeting.
- B. Perform borings, obtaining a boring sample at 500 foot intervals to a minimum depth of 10 feet below proposed grade. Borings are estimated to consist of the following:
 - 9 borings to a depth of 10 feet within the at-grade or fill areas.
 - Borings shall occur within the limits of the existing roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
- C. 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, absorption swell tests, lime-series tests, California Bearing Ratio (CBR) and sulfate content tests.
- D. Develop a recommended pavement design following City of Round Rock methodology.
- E. Prepare Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design.

ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT (Function Code 120) (*BGE & CD&P*)

This project is projected to be locally funded and is not on the TxDOT system; therefore, it will not be governed by National Environmental Policy Act (NEPA) requirements. Environmental compliance documentation will be prepared in TxDOT's format in case other funding sources are identified.

1. Data Collection

- A. Obtain and review existing and available environmental data.
- B. Create environmental inventory map.
- C. Perform field reconnaissance of project limits to identify environmental features.

2. Environmental Compliance Documentation

- A. Section 404 of the Clean Water Act – Delineate the boundaries of jurisdictional waters within the project limits. Based on the proposed design, it is anticipated that if jurisdictional waters are present, the project could qualify for a Nationwide Permit (NWP) #14. U.S. Army Corps of Engineers (USACE) is not anticipated. Prepare a letter report documenting compliance with NWP #14 for the project record.
- B. Endangered Species Act & Texas Parks and Wildlife Code – Prepared Biological Resources summary utilizing TxDOT standardized form to document compliance with applicable state and federal requirements. A TxDOT format will be used in the event state or federal funding becomes available for this project. U.S. Fish and Wildlife Service or Texas Parks and Wildlife Department coordination is not anticipated.
- C. Traffic Noise Modeling – Conduct a traffic noise analysis for the Build and No-Build Alternatives using the latest version of the FHWA Traffic Noise Model. Utilizing traffic data, the model will simulate existing noise levels, predicted noise levels, and evaluate if noise abatement measures are warranted to reduce traffic noise. A report and recommendation will be prepared for the City.
- D. Antiquities Code of Texas and Section 106 of the National Historic Preservation Act – Prepare a letter report for coordination with the Texas Historical Commission to determine if further studies are warranted.

3. Public Involvement

- A. The ENGINEER will provide general public outreach and engagement throughout the project. A database will be developed which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. ENGINEER will identify and reach out to key stakeholders that may be interested and will collect email addresses for email updates. We will arrange and attend meetings with stakeholders and respond to questions and comments in a timely manner. Project materials such as maps and handouts will be developed and shared with stakeholders. Finally, email updates will be sent out to keep the public updated on the project progress.
- B. Public Meetings. The ENGINEER will plan, schedule, conduct and facilitate two (2) public meetings to share project information with and collect feedback from citizens and stakeholders as determined by the City and the team throughout the project. The first meeting will be held at the beginning of the project and the second after design is underway. It is anticipated that all public meetings will be held in public facilities or a church near the project limits. Tasks may include, but not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by

- distributing meeting information and coordinating with attendees; holding and participating in meeting rehearsals; and facilitating meetings. The ENGINEER will develop meetings materials and provide Spanish translation as needed.
- C. Conduct up to 5 one-on-one meetings with key stakeholders.
 - D. Conduct up to 4 community meetings with home owners associations and other groups.

4. Deliverables:

- A. Maintain a database throughout the project in Excel format
- B. Arrange, attend, and document meetings and communications with stakeholders
- C. Provide final electronic copies of materials
- D. Provide 6 Email updates (outside of meeting notices)
- E. Coordinate meeting announcements such as letters, email notices, signage, media releases, posting, etc.
- F. Arrange meeting location and facility preparation
- G. Provide experienced meeting facilitator
- H. Develop meeting materials and signage
- I. Provide summary report of each meeting

5. Environmental Exclusions – In addition to the items previously described within this section, the following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- A. Preparation of TxDOT Scoping Documents and coordination with TxDOT Austin District.
- B. Formal Section 10(a) Endangered Species Act (ESA) consultation, including preparation of a stand-alone Biological Assessment or completion of HCP coordination;
- C. Presence/absence surveys for karst features or endangered species;
- D. Work extending beyond the specified limits of the project at the time of this work order;
- E. Noise workshops;
- F. Archeological Study;
- G. Public Hearing;
- H. Hazardous materials Phase I & Phase II ESAs;
- I. Preparation of a USACE 404 permit; or
- J. Reconnaissance or intensive historic structures surveys.

RIGHT OF WAY DATA (Function Code 130)

1. Utility Coordination (Halff Associates, Inc.)

- A. The Engineer shall perform all Subsurface Utility Engineering (SUE), Utility Coordination, and Utility Engineering services for approximately twelve (12) utilities as listed below:

Underground

- AT&T – Telephone
- AT&T – Fiber Optic Cable
- Grande Communications – Fiber Optic Cable
- Round Rock ISD – Fiber Optic Cable
- City of Round Rock – Water
- City of Round Rock – Wastewater
- City of Round Rock – Lighting/traffic signal
- Time Warner Cable – Cable TV
- Atmos Energy – Gas
- Oncor Electric Delivery – Electric
- Manville WSC – Water
- Windermere Utility Co. - Wastewater

- B. The work to be performed by the Engineer under this contract shall consist of providing engineering services required for SUE, Utility Coordination and Utility Engineering on the Gattis School Road Project. The existing utility file will be referenced into the current roadway design sheets to create a test hole location work plan. Based on the review of existing utilities and proposed roadway design sheets, approximately 20 test holes will be required. A sketch of the area to be included for the proposed test hole locations “Level A” will be provided prior to the start of the work and must be approved by the City of Round Rock.
- C. These services include SUE, utility adjustment coordination activities including but not limited to, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, reviewing conflicts between the utilities and the proposed project, and creation of a utility conflict list. The above list of services is general in nature and should not be considered inclusive to the engineer’s responsibilities, as listed in the following scope.
- D. **Subsurface Utility Engineering (SUE)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Quality Levels as follows.
- i. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - a. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
 - b. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is combined with surveyed surface-visible features (performed by surveyor). Includes Quality Level D information. If there are variances in the designated work area of Level D

then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

- c. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - d. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes. Actual locations are tied to survey control (performed by surveyor). Incorporates quality levels B, C and D information to produce Quality Level A.
- ii. Designate (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

The UC shall:

- a. As requested by the City, compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record and mark the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated. A non-water base paint, utilizing the American Public Works Association (APWA) color code scheme, must be used on all surface markings of underground utilities (**40,000 LF of utilities anticipated as follows: 23,000 LF of AT&T telephone and fiber optic cable, 500 LF of Grande fiber optic cable, 4,000 LF of City water, 2,000 LF of City wastewater, 3,500 LF of City electric, 500 LF of Time Warner cable TV, 5,000 LF of Atmos Energy gas, 500 LF of Oncor electric, 500 LF of Manville WSC water and 500 LF of Windemere wastewater**).
- d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable shall be

submitted. It is understood that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable. This information shall be provided in AutoCadd Civil 3D format. The electronic file shall be delivered on CD. A hard copy is required and must be sealed and dated by Halff.

- e. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- iii. **Subsurface Utility Locate (Test Hole) Service (Quality Level A) (Up to 20 Test Holes)**. Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The Engineer shall:
 - a. Review requested test hole locations and advise the City of Round Rock in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
 - b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 - d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - i. Elevation of top and/or bottom of utility tied to the datum of the furnished plan. (Provided by surveyor)
 - ii. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks. (Provided by surveyor)
 - iii. Elevation of existing grade over utility at test hole location. (Provided by surveyor)
 - iv. Horizontal location referenced to project coordinate datum. (Provided by surveyor)
 - v. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - vi. Utility facility material(s).
 - vii. Utility facility condition.
 - viii. Pavement thickness and type.
 - ix. Coating/Wrapping information and condition.

- x. Unusual circumstances or field conditions.
- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, City of Round Rock, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for costs involved in the repair or replacement of the utility facility.
- g. Back fill excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- h. Furnish and install a permanent above ground marker directly above center line of the utility facility.
- i. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the City of Round Rock.
- j. Plot utility location position information to scale.

E. **Utility Adjustment Coordination** including utility coordination meetings with individual utility companies, and communication and coordination with utilities.

- i. The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Round Rock to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.
 - a. The Utility Coordinator shall coordinate all activities with the City of Round Rock, or their designee, to facilitate the orderly progress and timely completion of the design phase. The Utility Coordinator will be responsible for the following:
 - b. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.
 - c. The Utility Coordinator shall provide the City of Round Rock and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.

- d. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.
- e. The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts.

F. **Utility Engineering** including the identification of utility conflicts. The Engineer shall coordinate all activities with the City of Round Rock, or their designee, to facilitate the orderly progress and timely completion of the design phase.

Coordination of engineering activities include:

- i. Utility Layout: The Engineer shall maintain a utility layout in the latest version of AutoCadd Civil 3D used by the City of Round Rock. This layout shall include existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, if available, and make a determination of the following;
 - a. Facilities in conflict with the proposed project that are to be relocated.
 - b. Facilities to be abandoned in place.
 - c. Facilities to remain in service and in place.
 - d. The Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The Engineer shall coordinate this information with the City of Round Rock immediately upon discovery.
- ii. Public & Individual Meetings with Utility Companies and the City of Round Rock as required, to facilitate utility conflict identification and resolution (approximately 1 public utility meeting and 12 individual utility meetings).
 - a. Progress Meetings: Meet with the City of Round Rock periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:
 - b. Activities completed since the last meeting
 - c. Problems encountered.
 - d. Late activities.
 - e. Activities required by the next progress meeting.
 - f. Solutions for unresolved and/or anticipated problems.
 - g. Information or items required from other agencies/consultants.
 - h. Review of Utility's Proposed Adjustments
 - i. Evaluate Alternatives: The Engineer will evaluate alternatives in the adjustment of utilities balancing the needs of both the City of Round Rock and the Utility.

G. Deliverables:

- i. Two (2) Existing Utility Layouts (11"x17") signed and sealed by a Texas Professional Engineer & 2 CDs-AutoCadd Civil 3D compatible containing DWG files in US feet (2D) format, .pdf format, and scanned record information in .pdf format if received from each utility

- ii. Two (2) Test Hole Data Sheets signed and sealed by a Texas Professional Engineer & 2 CDs-AutoCadd Civil 3D compatible containing DWG files in US feet (2D) format and .pdf format
- iii. Utility Contact List
- iv. Potential Conflict Analysis Spreadsheet
- v. Meeting minutes (delivered electronically)

PROJECT MANAGEMENT (Function Code 145)

1. Meetings

- A. Attend and document Progress Meetings at the City of Round Rock office. Assume four meetings shall be required.

2. General Contract Administration

- A. Develop monthly invoices and progress reports.
- B. Subconsultant coordination.
- C. Design coordination with the City of Round Rock.

FIELD SURVEYING (Function Code 150) (Inland Geodetics)

1. General

- A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.
- B. Survey field notes will be submitted if requested by the City of Round Rock.
- C. The City of Round Rock will assist in obtaining right-of-entry agreements with property owners for the required field surveys (short of litigation). Surveyor will make initial contacts with property owners for right-of-entry.

2. Topographic Surveys for Engineering Design and Hydraulic analysis

- A. Inland Geodetics will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.
- B. Vertical control will be established via differential level loops from known project control recovered in Item 50.2.1. A vertical benchmark system will be perpetuated at approximate 1000 foot intervals for future reference on the plans and maintained to construction, if necessary.
- C. Survey files with previously obtained project data will be compared to and merged with survey files generated through this proposal. In areas of uncertainty and/or

- limited topographic information, additional data will be collected as directed by the project engineer.
- D. Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks. Individual roadway cross sections will be taken at intervals not to exceed 100 feet.
 - E. Channel cross sections will be provided from the upstream face of the existing drainage structures (4-8 sections each) to approximately 200 feet upstream and downstream. The sections will indicate any ground breaks, top of banks, toe of slopes, water surface elevations, normal high water surface elevations (if discernible), etc. that define the actual contour of the section and the overbank area.
 - F. A stream alignment and profile extending the entire limits of the channel cross sections described above will be developed from the channel cross section information.
 - G. A profile of the feature's deck (the uppermost surface) and the low chord will be provided.
 - H. Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing drainage features.
 - I. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.
 - J. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD.
 - K. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant.
 - L. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.
 - M. Surveyed data will be provided in an AutoCadd Civil 3D .dwg (V8) compatible two dimensional base map format. The survey shot point attributes will appear on separate levels.
 - N. A Digital Terrain Model (DTM) will be provided in an AutoCadd Civil 3D .dwg (V8) GEOPAK compatible three-dimensional format.

3. Boundary Surveys

- A. Perform sufficient property records research to obtain current ownership and deed information of affected properties. Surveyor will prepare an individual survey plat and metes and bounds description for each parcel (18 estimated) of land to be

acquired for this project. Surveyor will set appropriate monuments in the field as shown in Survey plat and description for each acquired parcel.

4. Utilities

- A. Field surveys will locate horizontally crossings of power lines, telephone/cable lines, water lines, and pipe lines. (Visible only)
- B. Location of visible existing utilities will be shown on the 2D files using field marked information designated by the utility companies and from surface evidence surveyed on the ground.

ROADWAY DESIGN CONTROLS (Function Code 160)

1. Schematic Development

Perform the following items for the project:

- A. **Geometric Design** – Revise the horizontal alignment; vertical profile; pavement cross slopes; front slope, back slope, and ditch configuration that meet acceptable design criteria and remain within the limits of the proposed ROW.
- B. **Limits of Proposed ROW** – Analyze the cross sections associated with the desirable design criteria to determine the limits of ROW necessary to accommodate the resultant configuration. Develop an exhibit providing the ROW footprint with the desirable configuration.
- C. **Design Cross Sections** - Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile in accordance with acceptable design criteria.

2. 30% PS&E

- A. **Typical Sections** – Prepare existing and proposed typical sections.
- B. **Plan & Profile Drawings** – Drawings to include critical basemap information, control and benchmark data, proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous improvements.
- C. **Alignment Data Sheets** – Prepare horizontal and vertical alignment data sheets with the Geopak baseline descriptions.

DRAINAGE (Function Code 161)

Schematic Development & 30% PS&E

- A. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and hydraulics. This shall include topographic working drawings to prepare the preliminary drainage design.

- B. Develop storm water hydrology for the existing and ultimate roadway section throughout the limits of the project. The model shall incorporate the 10%, 4% and 1% annual chance storm (10-year, 25-year, and 100-year) events. Modeling shall develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed, drainage infrastructure shall be designed in a preliminary format for the project area. The level of detail shall be sufficient to establish cost estimates and required easements and possession and use agreements for the construction of the proposed drainage structures and channel improvements.
- C. Develop preliminary designs for all cross drainage structures throughout the project limits. The cross drainage shall be modeled with HEC-RAS.
- D. Develop preliminary designs for proposed storm water collection systems for the proposed curb-and-gutter portion of the project area. Storm sewer designs shall be developed using Geopak Drainage.
- E. Determine potential utility conflicts based on preliminary design for the project area.
- F. Develop preliminary drainage easement requirements for the project area.
- G. Develop preliminary locations for detention facilities.
- H. Coordinate the preliminary design with the City of Round Rock. Comments and direction shall be incorporated into final designs.

MISCELLANEOUS (ROADWAY) (Function Code 163)

Schematic Development & 30% PS&E

- A. **Traffic Control Plans (TCP)** – Prepare preliminary Sequence of Phased Construction. Prepare TCP cross sections to identify temporary pavement needs. Identify impacts to existing drainage. Prepare preliminary plan for temporary signals. All TCP will be presented on roll plots.
- B. **Miscellaneous Drawings** – Prepare Title Sheet and Project Layout.
- C. **Cost Estimates** – Prepare construction cost estimate.

EXHIBIT C

Work Schedule

DATE*	MILESTONE
March 1, 2016	Notice to Proceed
March 14, 2016	Obtain design files from City for review
March 21-May 20, 2016	Topographic Survey
March 21, 2016	Initiate Environmental Clearance Process
March 21, 2016	Initiate Utility Coordination
May 16-20, 2016	Public Meeting
May 20-Oct 14, 2016	Stakeholder Coordination
Aug 19, 2016	Submit Preliminary Schematic
Sept 6-19, 2016	Incorporate City Comments
Oct 10-14, 2016	Public Meeting
Nov 18, 2016	Submit Final Schematic
Dec 9, 2016	Begin ROW Acquisition

***Dates are subject to change as development progresses.**

EXHIBIT D
Fee Schedule

FC	DESCRIPTION	BGE	CD&P	Corsair	Halff	Inland	TOTAL
FC 110	ROUTE AND DESIGN STUDIES	\$16,080.00		\$21,206.00			\$37,286.00
FC 120	ENVIRONMENTAL	\$60,788.00	\$ 17,220.00				\$78,008.00
FC 130	ROW	\$5,976.00			\$87,300.00		\$93,276.00
FC 145	GENERAL MANAGEMENT / COORDINATION	\$8,760.00					\$8,760.00
FC 150	FIELD SURVEYING AND PHOTOGRAMMERTY					\$132,406.00	\$132,406.00
FC 160	ROADWAY DESIGN CONTROLS	\$45,607.00					\$45,607.00
FC 161	DRAINAGE	\$50,704.00					\$50,704.00
FC 163	MISCELLANEOUS ROADWAY	\$33,938.00					\$33,938.00
	EXPENSES	\$1,203.50	\$1,001.40			\$ 250.00	\$2,454.90
	TOTAL	\$223,056.50	\$18,221.40	\$21,206.00	\$87,300.00	\$132,656.00	\$482,439.90

TASK DESCRIPTION	Senior Project Mgr	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
FC 110 ROUTE AND DESIGN STUDIES										\$16,080.00
Data collection		8	8		8					\$3,376.00
Review of data		8	8							\$2,496.00
Complete design summary form		4	12							\$2,352.00
Route studies	6	8	16		16					\$6,710.00
Geotechnical investigations	2	4								\$1,146.00
FC 120 ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT										\$60,788.00
Data collection							8	40		\$6,760.00
Environmental compliance documentation										
Section 404 of the Clean Water Act							16	40		\$8,320.00
Endangered Species Act & Texas Parks & Wildlife Code							16	40		\$8,320.00
Traffic noise modeling							24	120		\$20,280.00
Antiquities Code of Texas and Section 106							8	32		\$5,720.00
Public involvement										
General public outreach		8					4			\$2,172.00
Public meetings	4	8					4			\$3,072.00
1 on 1 meetings with key stakeholders	4	8					4			\$3,072.00
Community meetings with HOAs	4	8					4			\$3,072.00
FC 130 RIGHT OF WAY DATA										\$5,976.00
Utility coordination	8	24								\$5,976.00
FC 145 PROJECT MANAGEMENT										\$8,760.00
Meetings	8	16								\$4,584.00
General contract administration		24								\$4,176.00
FC 160 ROADWAY DESIGN CONTROLS										\$45,607.00
Schematic Development										
Geometric design	2	20	36	20	24					\$13,738.00
Limits of proposed ROW	2	8	8		24					\$5,586.00
Design cross sections		12	36		48					\$12,336.00
30% PS&E										
Typical Sections	2	6	16		16					\$5,462.00
Plan & Profile Drawings	4	8	20		20					\$7,252.00
Alignment Data Sheets	1	2			6					\$1,233.00
FC 161 DRAINAGE										\$50,704.00
Incorporate all design surveys into CADD			8		8					\$1,984.00
Develop external storm water hyrdology (ex/prop)		8	16	8	8					\$5,360.00
Develop internal storm water hyrdology (ex/prop)		8	16	20	12					\$7,120.00
Develop preliminary designs for all cross drainage (ex/prop)		12	48	24	16					\$13,112.00
Develop preliminary design for proposed storm sewer (ex/prop)		12	24	36	24					\$12,000.00
Determine potential utility conflicts		2	8		12					\$2,772.00
Develop preliminary drainage easement		4	12							\$2,352.00
Develop preliminary locations for detention		6	16		8					\$4,132.00
Coordinate the preliminary design with the CoRR		6	6							\$1,872.00

BROWN GAY ENGINEERS, INC.

EXHIBIT D - FEE SCHEDULE

PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL

TASK DESCRIPTION	Senior Project Mgr	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
FC 163 MISCELLANEOUS (ROADWAY)										\$33,938.00
Traffic control plans (TCP)-Construction Narrative/Phased Construction	6	12	40		24					\$11,598.00
Traffic control plans (TCP)-Cross Sections		6	24		32					\$7,876.00
Traffic control plans (TCP)-Temp Signal analysis	4	8	16		8					\$5,380.00
Miscellaneous Drawings	2	3			12					\$2,292.00
Cost estimates		8	20		24					\$6,792.00
HOURS SUB-TOTALS	59	279	414	108	350	0	88	272	0	1570
CONTRACT RATE PER HOUR	\$225.00	\$174.00	\$138.00	\$110.00	\$110.00	\$90.00	\$195.00	\$130.00	\$69.00	
TOTAL LABOR COSTS	\$13,275.00	\$48,546.00	\$57,132.00	\$11,880.00	\$38,500.00	\$0.00	\$17,160.00	\$35,360.00	\$0.00	\$221,853.00
SUBTOTAL										\$221,853.00

FUNCTION CODE	TOTAL COSTS	TOTAL DIRECT EXPENSE	TOTAL LABOR COSTS	Senior Project Manager	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Operator	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL MH BY FC
	\$223,056.50	\$1,203.50	\$221,853.00	59	279	414	108	350	0	88	272	0	1570
SUBTOTAL LABOR HOURS				59	279	414	108	350	0	88	272	0	1570
SUBTOTAL LABOR EXPENSES	\$223,056.50	\$1,203.50	\$221,853.00	3.8%	17.8%	26.4%	6.9%	22.3%	0.0%	5.6%	17.3%	0.0%	

OTHER DIRECT EXPENSES		QUANTITY	UNIT	RATE	
Mileage		350	mile	\$ 0.56	\$196.00
Photocopies (11"x17")		50	each	\$ 0.10	\$5.00
Photocopies B/W (11" X 17")		200	each	\$ 0.20	\$40.00
Photocopies Color (8 1/2" X 11")		50	each	\$ 0.75	\$37.50
Photocopies Color (11" X 17")		200	each	\$ 1.25	\$250.00
Large Format Plotting		300	SF	\$ 2.25	\$675.00
SUBTOTAL DIRECT EXPENSES				\$1,203.50	

SUMMARY	
TOTAL LABOR COSTS	\$221,853.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$1,203.50
GRAND TOTAL	\$223,056.50

TASK DESCRIPTION	PROJECT MANAGER	GRAPHIC DESIGN	SENIOR PI SPECIALIST	PI SPECIALIST	CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)						
Attend project kick-off meeting	2					
Provide project management (5 months assumed)	5					
HOURS SUB-TOTALS	7	0	0		0	7
CONTRACT RATE PER HOUR	140	80	70	60	50	
TOTAL LABOR COSTS	\$980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00
SUBTOTAL (FC 164)						\$980.00
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)						
Database development and maintenance			2		20	
Key stakeholder outreach, meetings, and coordination (6 meetings assumed, responses to questions and comments)	10		6			
General project materials (maps, fact sheets)	2	8	4			
Materials for county website	1	6	2		4	
Email updates (assume 4 outside of meeting notices)	2		4			
Public Meeting 1						
Logistics				3	2	
Notices (letters, email, signage)		2		4	4	
Preparation (set up, team prep, etc.)	4			4	4	
Event attendance	4			4	4	
Materials (PPT, maps, exhibits, handouts)	4	6	4		6	
Meeting Summary	1	2	4		4	
Public Meeting 2						
Logistics				3	2	
Notices (letters, email, signage)		2		4	4	
Preparation (set up, team prep, etc.)	4			4	4	
Event attendance	4			4	4	
Materials (PPT, maps, exhibits, handouts)	4	6	4		6	
Meeting Summary	1	2	4		4	
HOURS SUB-TOTALS	41	34	34	30	72	211
CONTRACT RATE PER HOUR	140	80	70	60	50	
TOTAL LABOR COSTS	\$5,740.00	\$2,720.00	\$2,380.00	\$1,800.00	\$3,600.00	\$16,240.00
SUBTOTAL (FC120)						\$16,240.00

DESCRIPTION	TOTAL COSTS BY FC				
PROJECT MANAGEMENT (FC 164)					\$980.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)					\$16,240.00
SUBTOTAL LABOR EXPENSES					\$17,220.00
OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT			
Air Travel		\$800.00			\$0.00
Mileage (# of miles) (current state rate)	360	\$0.565			\$203.40
Per diem		\$36.00			\$0.00
Hotel		\$85.00			\$0.00
Photocopies B/W (11 X 17)		\$0.25			\$0.00
White Mylar (11 X 17)		\$3.00			\$0.00
CD Archive		\$5.00			\$0.00
Photocopies Color (8.5 X 11)	200	\$0.40			\$80.00
Photocopies Color (11 X 17)	150	\$0.80			\$120.00
Venue Rental	1	\$250.00			\$250.00
Postage	200	\$0.49			\$98.00
Misc. (meeting supplies, signage, etc.)	1	\$250.00			\$250.00
SUBTOTAL DIRECT EXPENSES					\$1,001.40

SUMMARY	
TOTAL COSTS	\$ 17,220.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$1,001.40
GRAND TOTAL	\$18,221.40

CORSAIR

EXHIBIT D - FEE SCHEDULE

**PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL**

Borings	Number		\$	Total	
10' Pavement	9	Each	\$250.00	\$2,250.00	Soil/Rock drilling without TCP
30' Retaining Wall Borings	0	Each	\$900.00	\$-	Rock Drilling w/ TCP every 5 ft.
60' Bridge Borings	0	Each	\$1,800.00	\$-	Rock Drilling w/ TCP every 5 ft.
Bucket Samples	9	Each	\$100.00	\$900.00	
Drill Crew Mob	2	Each	\$300.00	\$600.00	Daily move/demove from Austin
Utility Clearing and boring Staking EIT	4	Hours	\$75.00	\$300.00	
Field engineer EIT Logging	20	Hours	\$75.00	\$1,500.00	
Traffic Control - Small sized project	2	Days	\$1,200.00	\$2,400.00	
		Sub. Tot.		\$7,950.00	
Lab					
Atterberg Limits	27	\$65.00		\$1,755.00	
Sieve Analyses Full Sieve with D50, D90	27	\$120.00		\$3,240.00	
Sulfates	9	\$25.00		\$225.00	
Resilent Modulus Testing	0	\$775.00		0	
Soil Moisture Density relationship TXE 114-E	0	\$185.00		0	
Optimum Lime/Cement Content pH TXE 121-E	3	\$290.00		\$870.00	
UU Triax Compression	5	\$180.00		\$900.00	
Compressive Strength of Rock	0	\$45.00		0	
Consolidation Tests	9	\$100.00		\$900.00	
California Bearing ratio (CBR)	3	\$400.00		\$1,200.00	
Moisture Content of Soil	27	\$8.00		\$216.00	
		Sub Tot.		\$9,306.00	
Engineering	No. Hours	Billing Rate		Total	
Project Manager	4	150		\$600.00	
Project Engineer	10	110		\$1,100.00	
EIT	30	75		\$2,250.00	
		Sub. Total		\$3,950.00	
		Grand Total		\$21,206.00	

PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL

TASK/DESCRIPTION	PROJECT MANAGER	SR ENGINEER	UTILITY COORDINATOR	CADD / GIS	SURVEY MANAGER RPLS	SURVEY TECH	2 MAN SURVEY CREW	SUE FIELD MANAGER	1 MAN SUE CREW	2 MAN SUE CREW	CLERICAL / ADMIN	TOTAL MAN- HOURS	LABOR CHARGES
TASK 1	SUBSURFACE UTILITY ENGINEERING (SUE) SUE LEVEL B (40,000 lf) SUE LEVEL A (20 test holes)(See below per hole) SUBTOTAL HOURS/COSTS												
	4	16	8	40	4	8	40	40	40	120	2	322	\$39,490
												0	\$25,000
	4	16	8	40	4	8	40	40	40	120	2	322	\$64,490
TASK 2	UTILITY ADJUSTMENT COORDINATION MEETINGS/COORDINATION SUBTOTAL HOURS/COSTS												
	4	12	12								2	0	\$0
	4	12	12	0	0	0	0	0	0	0	2	30	\$4,770
											2	30	\$4,770
TASK 3	UTILITY ENGINEERING EXISTING UTILITY LAYOUT/CONFLICT ANALYSIS MEETINGS (1 public, up to 12 individual) SUBTOTAL HOURS/COSTS												
	4	16	24	16								60	\$8,500
	8	24	24								4	60	\$9,540
	12	40	48	16	0	0	0	0	0	0	4	120	\$18,040
FEE SUMMARY													
												0	
TASK 1	SUBSURFACE UTILITY ENGINEERING (SUE)												
TASK 2	UTILITY ADJUSTMENT COORDINATION												
TASK 3	UTILITY ENGINEERING												
	4	16	8	40	4	8	40	40	40	120	2	322	\$64,490
	4	12	12	0	0	0	0	0	0	0	2	30	\$4,770
	12	40	48	16	0	0	0	0	0	0	4	120	\$18,040
TOTAL HOURS	20	68	68	56	4	8	40	40	40	120	8	472	
RATES (\$)		\$185.00	\$175.00	\$150.00	\$85.00	\$175.00	\$90.00	\$140.00	\$115.00	\$70.00	\$140.00	\$65.00	
BASE SALARIES & REIMB'S TOTAL		\$3,700	\$11,900	\$10,200	\$4,760	\$700	\$720	\$5,600	\$4,600	\$2,800	\$16,800	\$520	\$87,300

SUE Level A (EA)			
0.00 ft to 3.50 ft		\$1,000.00	\$0
Over 3.50 ft to 10.00 ft	20	\$1,250.00	\$25,000
Over 10.00 ft to 15.00 ft		\$1,500.00	\$0
Over 15.00 ft to 20.00 ft		\$1,800.00	\$0
Over 20.00 ft		\$2,250.00	\$0
		Subtotal	\$25,000

INLAND GEODETICS
EXHIBIT D - FEE SCHEDULE
PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	1GPS	TECH	GPS TECH	ADMIN	TOTAL
RATE / HOUR	\$138	\$160	\$183	\$42	\$136	\$132	\$118	\$98	\$98	\$54	
ADMIN/MOBILIZATION					10 HRS	4 HRS		4 HRS		2 HRS	\$ 2,388.00
MEETINGS					2 HRS			2 HRS			\$ 468.00
QA/QC REVIEW					4 HRS	16 HRS		32 HRS		2 HRS	\$ 5,900.00
PROJECT REPORTING					2 HRS						\$ 272.00
ROE					4 HRS	8 HRS		2 HRS		8 HRS	\$ 2,228.00
SITE VISITS (TASK 2)					2 HRS	10 HRS		4 HRS		2 HRS	\$ 2,092.00
50.1 - ADMIM MOBILIZE	0 HRS	0 HRS	0 HRS	0 HRS	24 HRS	38 HRS	0 HRS	44 HRS	0 HRS	14 HRS	\$ 13,348.00
PRIMARY CONTROL	16 HRS					2 HRS	4 HRS	2 HRS		2 HRS	\$ 3,248.00
SECONDARY CONTROL	24 HRS	16 HRS				4 HRS	4 HRS			2 HRS	\$ 6,980.00
LEVELS		16 HRS			2 HRS	2 HRS		2 HRS		1 HRS	\$ 3,346.00
CORRIDOR ROUTE SURVEY FI	96 HRS				4 HRS	16 HRS	40 HRS	24 HRS		6 HRS	\$ 23,300.00
HYDRAULIC CROSS SECTIONS	24 HRS					2 HRS		4 HRS		1 HRS	\$ 4,022.00
DELIVERABLES					4 HRS	4 HRS		96 HRS			\$ 10,480.00
GEO TECHNICAL LOCATES	4 HRS						2 HRS	2 HRS			\$ 984.00
SUE LOCATES (3 TRIPS)	16 HRS						8 HRS			1 HRS	\$ 3,206.00
50.2 - FIELD SURVEYING	180 HRS	32 HRS	0 HRS	0 HRS	10 HRS	30 HRS	58 HRS	130 HRS	0 HRS	13 HRS	\$ 55,566.00
PROPERTY SCHEMATIC						4 HRS		24 HRS			\$ 2,880.00
INITIAL BNDY FIELD SURVEY	32 HRS					18 HRS	8 HRS			6 HRS	\$ 8,060.00
BOUNDARY ANALYSIS						24 HRS		16 HRS			\$ 4,736.00
SECONDARY FIELD SURVEY	16 HRS					4 HRS	8 HRS				\$ 3,680.00
ROW ACQ PARCEL PROD (18)					4 HRS	36 HRS		320 HRS		10 HRS	\$ 37,196.00
ROW MONUMENTATION	32 HRS					4 HRS	16 HRS			2 HRS	\$ 6,940.00
50.3 - ROW ACQ TASKS	80 HRS	0 HRS	0 HRS	0 HRS	4 HRS	90 HRS	32 HRS	360 HRS	0 HRS	18 HRS	\$ 63,492.00
SUB-TOTAL	260 HRS	32 HRS	0 HRS	0 HRS	38 HRS	158 HRS	90 HRS	534 HRS	0 HRS	45 HRS	\$ 132,406.00
REIMBURSEABLE ITEMS											\$ 250.00
REIMBURSEABLE SERVICES											\$ -
ESTIMATED FEE	\$35,880	\$5,120	\$0	\$0	\$5,168	\$20,856	\$10,620	\$52,332	\$0	\$2,430	\$132,656.00

Cost Variables:

GPS Receivers

Vehicle

ATV

\$15

\$60

\$55

Reimburseable Services Include:

\$0.00

\$0.00

\$0.00

Total:

\$0.00

Reimburseable Fees Include:

SUPPLIES

TITLES

\$250.00

\$0.00

Total:

\$250.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/25/2016

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

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

PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: Karen Wagner PHONE (A/C, No, Ext): 713 490-4569 FAX (A/C, No): 484-652-5160 E-MAIL ADDRESS:																					
INSURED Brown and Gay Engineers, Inc. 10777 Westheimer Suite 400 Houston, TX 77042	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Travelers Property Cas. Co. of</td><td>25674</td></tr> <tr> <td>INSURER B :</td><td>Travelers Indemnity Company</td><td>25658</td></tr> <tr> <td>INSURER C :</td><td>Travelers Indemnity Company of</td><td>25682</td></tr> <tr> <td>INSURER D :</td><td>Lloyd's of London</td><td>AA112</td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Property Cas. Co. of	25674	INSURER B :	Travelers Indemnity Company	25658	INSURER C :	Travelers Indemnity Company of	25682	INSURER D :	Lloyd's of London	AA112	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PACP73875201	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3F879328	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP003F87809	12/31/2015	12/31/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XVMPUB436T9	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			PFDBC1501340	09/01/2015	12/31/2016	\$2,000,000 per claim \$4,000,000 annl aggr.
A	Contractors Equip			PACP73875201	12/31/2015	12/31/2016	Liimit: 1,129,646

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement

that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

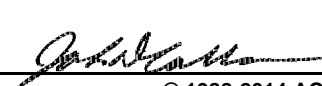
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.

The Umbrella Liability policy follows form to the underlying General Liability, Automobile and Workers Compensation policies. The Umbrella Liability coverage limits are in addition to those provided by the General Liability, Automobile and Workers Compensation policies.

The General Liability, Automobile, Workers Compensation, Umbrella Liability and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

Valuable Papers Limit: \$100,000 Policy Limit
Re: Gattis School Road

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-5046

Date Filed:
01/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brown & Gay Engineers, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

000000
Professional Engineering Services for Gattis School Rd. Seg. 6

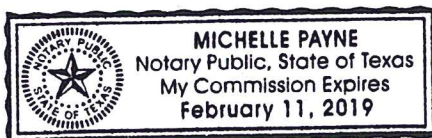
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dillon, William	Frisco, TX United States	X	
	Johnston, Dave	Houston, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Lennard, Lee	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lee C. Lennard, this the 22 day of January, 20 16, to certify which, witness my hand and seal of office.

Lee C. Lennard

Signature of authorized agent of contracting business entity

Michelle Payne
Signature of officer administering oath

Michelle Payne
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider an ordinance amending Chapter 42, Section 42-285, prohibiting through commercial trucks on Bluffstone Drive from County Road 117 to Old Settlers Boulevard, on Settlers Park Loop from its eastern intersection with Old Settlers Boulevard to its western intersection with Old Settlers Boulevard, on Chamberlain Drive from Old Settlers Boulevard to Clinton Place, on Pauling Lane from Red Bud Lane to Butler Way, and on Marshall Trail from County Road 117 to Clinton Place. (First Reading)
(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance, Map

Department: Transportation Department

Text of Legislative File 2016-3214

The aforementioned streets have been used as bypass routes for commercial trucks avoiding congestion on Red Bud Lane. Residents have reported this issue to City transportation staff along with excessive noise and traffic volumes. Transportation staff recommends approval of this ordinance.

Staff recommends approval.

ORDINANCE NO. O-2016-3214

AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-285, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS; MAKING CERTAIN AMENDMENTS TO SAID SECTION; THEREBY DECLARING IT UNLAWFUL TO DRIVE OR OPERATE A TRUCK ON BLUFFSTONE DRIVE FROM COUNTY ROAD 117 TO OLD SETTLERS BOULEVARD, ON SETTLERS PARK LOOP FROM ITS EASTERN INTERSECTION WITH OLD SETTLERS BOULEVARD TO ITS WESTERN INTERSECTION WITH OLD SETTLERS BOULEVARD, ON CHAMBERLAIN DRIVE FROM OLD SETTLERS BOULEVARD TO CLINTON PLACE, ON PAULING LANE FROM RED BUD LANE TO BUTLER WAY, AND ON MARSHALL TRAIL FROM COUNTY ROAD 117 TO CLINTON PLACE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 42, Section 42-285, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding the following:

<u>ON</u>	<u>FROM</u>	<u>TO</u>
Bluffstone Drive	County Road 117	Old Settlers Boulevard
Settlers Park Loop	Its eastern intersection with Old Settlers Boulevard	Its western intersection with Old Settlers Boulevard
Chamberlain Drive	Old Settlers Boulevard	Clinton Place
Pauling Lane	Red Bud Lane	Butler Way
Marshall Trail	County Road 117	Clinton Place

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2016.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2016.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Neighborhood "No Thru Truck" Routes: Settlers Overlook, Estates at Settlers Park, Settlers Crossing





City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the Municipal Judge.

Type: Executive Session

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File 2016-3202



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the City Manager.

Type: Executive Session

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2016-3201



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider discussion and/or action regarding the evaluation of the City Manager.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 2/11/2016

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2016-3233