

**EXHIBIT  
"A"**



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

**FIRM:** K FRIESE & ASSOCIATES, INC. ("Engineer")  
**ADDRESS:** 1120 S. Capital of Texas Highway CityView 2, Suite 100, Austin, TX 78746  
**PROJECT:** Chandler Branch Tributary 3 – Channel Improvements

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 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 desires to use American Rescue Plan funds fees and costs associated with the Project;

WHEREAS, City shall comply with the requirements of 2 CFR Part 200 and any other applicable federal requirements related to the procurement and expenditure of fees and costs related to the Project;

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 Fifty-Three Thousand Seven Hundred Thirteen and 63/100 Dollars (\$953,713.63) 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:

Federico Sanchez  
Project Manager  
3400 Sunrise Road  
Round Rock, Texas 78665  
Telephone Number (512) 218-6609  
Fax Number (512) 255-6911  
Email Address: [fsanchez@roundrocktexas.gov](mailto:fsanchez@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:

Ruth Haberman, P.E., CFM  
Project Manager  
1120 S. Capital of Texas Highway CityView 2, Suite 100  
Austin, TX 78746  
Telephone Number (512) 338-1704  
Fax Number (512) 839-4844  
Email Address [rhhaberman@kfriese.com](mailto:rhhaberman@kfriese.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 affected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

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

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

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

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

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

due for such Engineering Services.

### **ARTICLE 13** **SUPPLEMENTAL CONTRACTS**

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

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

### **ARTICLE 14** **USE OF DOCUMENTS**

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

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

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

corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

## **ARTICLE 16**

### **SUBCONTRACTING**

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



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

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

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

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

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

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable state, federal 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)** As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**(3)** In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) This Project is being assisted by the United States of America. Engineer and City acknowledge and agree that this is a federally assisted Project, and as such, shall comply with all such requirements. Said requirements include, ***but are not limited to***, compliance with 2 CFR 200 and the Equal Opportunity Act and any other federal regulations, code provisions, orders and rules, including but not limited to, the federal regulations set forth in Exhibit E, attached hereto and incorporated herein by reference for all purposes.

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

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

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

completed.

## **ARTICLE 24** **ENGINEER'S SEAL**

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

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

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

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

## **ARTICLE 26** **INSURANCE**

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

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

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

receive copies of these certificates of insurance.

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

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

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

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

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

## **ARTICLE 27** **COPYRIGHTS**

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

## **ARTICLE 28** **SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 29** **SEVERABILITY**

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

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Ruth Haberman, P.E., CFM  
Project Manager  
1120 S. Capital of Texas Highway CityView 2, Suite 100  
Austin, TX 78746

### **ARTICLE 33**

#### **GENERAL PROVISIONS**

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

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

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

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

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

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

**ARTICLE 34**  
**SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

K FRIESE & ASSOCIATES, 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 | Federal Requirements      |
| (6) Exhibit F | Certificates of Insurance |

## Chandler Branch Tributary 3 Channel Improvements

### Exhibit A

#### Services to be Provided by the City

The City of Round Rock (City) will provide the following information and other assistance to K Friese + Associates (ENGINEER) that the City deems appropriate and necessary.

1. Any readily available pertinent existing information relating to the services to be performed by the ENGINEER; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the ENGINEER in the course of the ENGINEER's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer, and timely provision of comments, if any, to the ENGINEER resulting from said reviews.

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**PROJECT OBJECTIVE:**

The objective of this City of Round Rock Chandler Branch Tributary 3 Channel Improvements project (Project) is to prepare Plans, Specifications and Estimates (PS&E) and provide bid and construction phase services for channel improvements. The Project includes construction of approximately 4,000 linear feet (LF) of a vegetated channel, approximately 4,000 LF of a hike and bike trail located within the channel banks, approximately 600 LF of storm sewer improvements, improvement of two culvert crossings, and fill grading of an existing detention pond adjacent to Eagles Nest Street. The approximate project limits are from Settlement Drive to Eagles Nest Street.

**PROJECT BACKGROUND:**

The City proposes to alleviate local flooding in the neighborhood surrounding Chandler Branch Tributary 3 and provide drainage conveyance to Chandler Branch Tributary 3 for proposed development of several tracts of land west of Sunrise Road. The Project will include storm sewer improvements and channel reconfiguration and realignment to increase capacity and convey stormwater flow to the Upper Brushy Creek WCID (UBCWCID) Dam 14 reservoir. The definition of this scope is primarily based on the 30% schematic plans prepared by Waeltz & Prete, Inc. submitted to the City on July 22, 2014. The assumed typical section is a composite trapezoidal channel with a total top width of approximately 75 to 90 feet and a depth of approximately four feet. Waeltz & Prete, Inc. subsequently updated the drainage analysis in a report sealed December 7, 2020, to reflect recent land use changes and to update hydrology using NOAA Atlas 14 rainfall data. The project area and specific project components are shown in Figure 1.

**SCOPE OF SERVICES:**

K Friese + Associates (ENGINEER), shall render the following professional services in connection with the development of the Project:

**1. DESIGN PHASE SERVICES**

**1.1. PROJECT MANAGEMENT AND COORDINATION**

- 1.1.1. ENGINEER will perform routine communication with the City, manage subconsultants, schedules, invoicing, progress reports, monitor QA/QC efforts and other activities associated with managing the project for an estimated period of 12 months. ENGINEER will manage the project team and subconsultants to control the scope and budget to meet the agreed upon schedule. It is anticipated there may be changes to the assignment, schedule, budget, and scope. Any changes will be communicated between the City of Round Rock and ENGINEER to be mutually agreed upon before any adjustments are formally made to the assignment, schedule, budget, and scope.

This task does not include Construction Phase Project Management.

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- 1.1.2. ENGINEER will initiate the project with a kickoff meeting with City staff to establish project procedures, goals, milestones, and design criteria guidelines. ENGINEER will conduct up to a total of twelve (12) project meetings with City staff to discuss work in progress, upcoming work, risks, design changes, and resolve potential issues through the design phase of the project. It is assumed that these meetings will be held as six online meetings and six in-person meetings that will last up to one hour each.
- 1.1.3. ENGINEER will assist the City with preparing materials and conducting up to four (4) stakeholder meetings with potential funding partners, including other governmental entities and participating developers. The meetings are assumed to be in-person at a venue selected and coordinated by the City.
- 1.1.4. ENGINEER will assist the City with preparing materials and conducting up to two (2) public stakeholder meetings to engage and solicit input from impacted business and property owners. The meetings are assumed to be in-person at a venue selected and coordinated by the City.

**TASK DELIVERABLES**

- Project schedule
- Progress reports
- Meeting agendas and notes (draft and final)

**1.2. DATA COLLECTION AND DOCUMENT REVIEW**

- 1.2.1. ENGINEER will review the available studies, models, utility information and as-built documents provided during the scoping process and identify any gaps in information and submit a written request to the City or other entities to obtain additional information, as available.
- 1.2.2. ENGINEER will request and obtain available FEMA effective models, LOMRs and latest available models from the project study area.

**1.3. ENVIRONMENTAL SUPPORT SERVICES**

This project is federally funded through the American Recovery Program (ARP). After researching the funding source, it has been determined that NEPA does not apply to Treasury's administration of the Funds. This proposal assumes that is the case and does not include a NEPA Environmental Assessment. Refer to the attached proposal from Raba Kistner, Inc. for additional details on Environmental Support Services. Tasks that will be performed initially include:

Chandler Branch Tributary 3 Channel Improvements  
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- 1.3.1. Phase I Environmental Site Assessment to include review of existing data and records, site reconnaissance, interviews, findings evaluation and report preparation.
- 1.3.2. Waters of the U.S. Delineation will delineate the boundaries, including special aquatic sites (e.g., wetlands), and collect a minimum of two representative wetland sample data points. If no surface water features are identified, two Wetland Determination Data Forms will be completed to document negative findings. Any identified stream/wetland boundaries will be staked. A Waters of the U.S. (WOUS) Delineation Report will be prepared, along with a permitting strategy memo for CLIENT to identify Clean Water Act permitting compliance options.
- 1.3.3. Protected Species Habitat Evaluation includes an assessment of habitat for rare, threatened, and endangered species and U.S. Fish & Wildlife designated critical habitat through a desktop study and field visits. The vegetation of the project area will be characterized, as will the ecological setting in accordance with TPWD map publications. A Protected Species Habitat Evaluation Report will be prepared.
- 1.3.4. Archaeological Desktop Study will consist of a comprehensive desktop review of records that pertain to the proposed project area resulting in the production of a letter report.
- 1.3.5. USACE Section 404 Nationwide Permit (NWP), if applicable, will result in a Pre-Construction Notice (PCN) and permit application for the appropriate NWP in accordance with the USACE Fort Worth District's application process. This task is currently included in the fee and should it not be required the budget will be moved to contingency.
- 1.3.6. Intensive Archeological Investigations and Historic Resources Survey, if applicable, will include a constraints analysis, as well as a pedestrian survey with shovel testing and trenching excavations. If required by the agencies, a Secretary of the Interior-qualified historian with experience in historic resource documentation will visit the Project Area and document all resources that are 45-years old or older (1970 or older). Following the completion of the field investigations, a technical report of findings will be prepared for submittal to the Texas Historical Commission (THC). Any diagnostic artifacts collected during field investigations will be submitted for final curation to the Center for Archaeological Research at the University of Texas at San Antonio for curation. This task is currently included in the fee and should it not be required the budget will be moved to contingency.

Depending on the findings of the four initial tasks, the following task may be required. This task is not currently included in the fee and would be paid for from contingency if required.

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- 1.3.7. USACE Individual Permit (IP) Application, if applicable, will include a Stream Condition Assessment, an IP application, a Tier II 401 Water Quality Certification, and a Compensatory Mitigation Plan. This task is currently not included in the fee and should it be required the budget is assumed to be paid from funds reserved within the contingency budget.

**TASK DELIVERABLES**

- Phase 1 Environmental Site Assessment (ESA-1)
- Waters of the U.S. (WOUS) Delineation Report
- Protected Species Habitat Evaluation Report
- Cultural Resources Letter Report
- USACE Section 404 Nationwide Permit (NWP) Application and Pre-Construction Notice (PCN) (if applicable)
- Archeological Investigation and Historical Resources Survey Report (if applicable)
- USACE Individual Permit Application (if applicable)

**1.4. FIELD SURVEY**

- 1.4.1. ENGINEER will conduct up to two site visits for the purposes of collecting field data, confirming hydrologic, hydraulic, and geomorphic watershed parameters, drainage features, and evaluating the 30% schematic design against site conditions. ENGINEER will document site visits with field reports and organized photos.
- 1.4.2. ENGINEER will provide field survey services, including survey control, edges of pavement, back of curbs, driveways, visible utilities, drainage culverts, fence structures, centerline of roads and striping, trees 6" and up, any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any) SUE designated utility lines, up to 10 geotechnical boreholes, and OHWM stakes within the project limits. Refer to the attached proposal from Inland Geodetics, LLC for additional details on Professional Land Surveying Services.

**TASK DELIVERABLES**

- AutoCAD 3D file with break-lines and associated XML file
- DTM file processed to 1-foot contours
- Point data in ASCII format
- List of benchmarks and project control coordinates

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**1.5. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES**

- 1.5.1. ENGINEER shall perform Subsurface Utility Engineering (SUE) services for the project following ASCE publication, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data", and will provide Quality Level (QL) D, QL C, QL B, and up to 8 QL A test holes.
- 1.5.2. ENGINEER will perform Utility Coordination services by developing a Utility Conflict Matrix and coordinating utility relocations with dry utility owners. ENGINEER will participate in up to three (3) utility coordination meetings. Refer to the attached proposal from The Rios Group, Inc. for additional details on SUE and Utility Coordination Services.

**TASK DELIVERABLES**

- CAD file depicting all designated and located utilities.
- Summary sheet of all test hole coordinate data and depth information.
- Test Hole Data Forms for all test hole locations completed, signed, and sealed by a Professional Engineer
- SUE Plan Sheets depicting all designated and located utilities, signed, and sealed by a Professional Engineer
- Existing utility contact list
- Utility Conflict Matrix
- Meeting minutes for utility coordination meetings

**1.6. GEOTECHNICAL SERVICES**

- 1.6.1. ENGINEER shall collect soil samples in 9 bore locations in the project area. All field sampling and laboratory tests will be performed according to typical geotechnical standards.
- 1.6.2. Laboratory testing will include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses.
- 1.6.3. ENGINEER shall provide a Geotechnical Engineering Report (GER). The GER shall provide general site conditions, design recommendations, global stability analysis, and general construction recommendations. Refer to the attached proposal from Raba Kistner, Inc. for additional details on Geotechnical Services.

**TASK DELIVERABLES**

- Geotechnical Engineering Report

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**1.7. DRAINAGE IMPACT ANALYSIS**

1.7.1. Pre-Project Conditions Hydrologic Model - ENGINEER will prepare an updated hydrologic model for the project area using the HEC-HMS program. The following additions or considerations will be made for the hydrologic analysis:

- The HEC-HMS model will be based on the FEMA effective model.
- The model will be updated to reflect the most current land use and site conditions.
- Precipitation depths and intensities utilized in the analysis will rely on NOAA Atlas 14 data and City adopted rainfall tables.
- Flow rates will be determined from the hydrologic model for the Existing and Fully Developed 2-, 10-, 25-, 100-, and 500-year design frequency storm events.

1.7.2. Pre-Project Conditions Hydraulic Model – ENGINEER will prepare an updated hydraulic model for the project area using HEC-RAS 6.0. The following additions or considerations will be made for the hydrologic analysis:

- The HEC-RAS model will be based on the FEMA effective model.
- The model will be updated to reflect the most current terrain and site conditions.
- Hydraulic run simulations will be created for the Existing and Fully Developed Conditions for the 2-, 10-, 25-, 100-, and 500-year design frequency storm events.
- Floodplain mapping exhibits for the Existing and Fully Developed Conditions will be prepared for the 25- and 100-year frequency storm events.
- A comparison will be made against the FEMA effective floodplain limits and any significant discrepancies in the results will be documented.

1.7.3. Post-Project Conditions Hydrologic and Hydraulic Analysis – ENGINEER will provide design level analysis of drainage improvements for the project area and provide a hydrologic assessment of drainage impacts associated with the project. This analysis will take into consideration the City's desire to provide stormwater conveyance to Chandler Branch Tributary 3 from specific undeveloped tracts to be identified by the City. Tracts identified in the 30% design are shown on Figure 1 and will be verified prior to beginning the analysis.

- Post-Project Conditions Hydrologic Model – The HMS model will be based on the Pre-Project Conditions task and will include updates to reflect the post-project conditions associated with the planned project improvements.



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- Post-Project Conditions Hydraulic Model – The RAS model will be based on the Pre-Project Conditions task and the general alignment and sections presented in the Dec 2020 30% design. Minor variations are expected from the 30% design results which are anticipated to be attributed to updated survey terrain data, updated hydrologic data, and refinements to the hydraulic model.

1.7.4. Drainage Impact Report – ENGINEER will prepare and submit a report outlining the approaches taken in the analytic process, listing assumptions made and variations from models created in the Pre-Project Conditions Hydrologic and Hydraulic Modeling tasks. This report will additionally serve to detail pre-project to post-project hydrologic and hydraulic conditions.

- The report will compare pre- and post-project flood inundation results. The results will be checked for potential adverse impacts caused by the project improvements. Impacts will be itemized for all locations downstream of the project area.
- The report will evaluate and provide recommendations for potential cost savings and reduced environmental impacts from the 30% schematic design.
- If additional infrastructure is determined to be required to reduce hydrologic or hydraulic impacts caused by the proposed project improvements additional scope and fee may be required.

**TASK DELIVERABLES**

- Drainage Impact Report (draft and final)
- HEC-HMS and HEC-RAS models

**1.8. DRAINAGE DESIGN**

1.8.1. Chandler Branch Tributary 3 Channel Design

ENGINEER will design channel improvements consisting of approximately 4,000 linear feet (LF) of a vegetated channel. The design will aim to optimize the channel alignment geometry, and section dimensions to reduce overall land acquisition needs, project costs, environmental impacts, and to improve constructability.

1.8.2. Culvert Improvement Design

ENGINEER will design culvert improvements at Indian Meadows Drive and the Private Crossing of Chandler Branch Tributary 3. Culvert design criteria for these semi-private drives will be coordinated with the City.

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1.8.3. Eagle Ridge Detention Pond Modification Design

ENGINEER will design detention pond modifications to include filling in the existing Eagle Ridge detention pond with channel excavation materials, removing the existing outfall and spillway structure, and adding approximately 400 LF of vegetated channel to convey previously detained flow to Chandler Branch Tributary 3.

**1.9. TRAIL DESIGN**

ENGINEER will design a 10-foot-wide concrete pavement hike and bike trail for a length of approximately 4,000 LF from Settlement Drive to Eagles Nest Street. The trail design will be coordinated with the Parks and Recreation Department, and includes the following assumptions:

- The trail alignment will generally be centered within the benched section of the channel with some meandering. The trail is understood to begin at the upstream side of Settlement Drive and will connect directly into the existing sidewalk at street level. The trail will cross Indian Meadows Drive at street level and will terminate at the downstream side of Eagles Nest Street at street level connecting into the existing sidewalk.
- No street improvements are assumed as part of this scope of work at Indian Meadows Drive and Eagles Nest Drive.
- Standard elevated sidewalk structures or cross culverts are assumed for locations where the trail crosses any receiving smaller tributaries.
- Basic landscape plantings are assumed for the design which will include standard native grass mixes. No trees, shrubs or other ornamental plantings are included in this scope of work.
- No wayfinding signage, trail heads, lighting or irrigation design are included in this scope of work and may be provided as an additional service.

**1.10. STORM SEWER IMPROVEMENTS DESIGN – *TRACKED SEPARATELY***

1.10.1. Storm Sewer Improvements Design

ENGINEER will design proposed box culverts across Eagles Nest Street immediately west of Sunrise Road and across Sunrise Road just north of Eagles Nest Street to provide stormwater conveyance to Chandler Branch Tributary 3 from undeveloped tracts as identified by the City.

1.10.2. Storm Sewer Relocation PS&E Development

ENGINEER will prepare a set of storm sewer improvements construction documents, including storm sewer hydraulic calculations, plans, profiles, details, and cost estimates. The design phase will have 3 major submittal milestones

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including 60%, 90% and 100% deliverable packages. Responses to comments will be provided with the 90% and 100% deliverable packages.

**TASK DELIVERABLES**

- 60% Storm Sewer Improvements PS&E Package
- 90% Storm Sewer Improvements PS&E Package
- 100% Storm Sewer Improvements PS&E Package – signed and sealed

**1.11. UTILITY RELOCATION DESIGN – *TRACKED SEPARATELY***

**1.11.1. Waterline Relocation Design**

ENGINEER will design waterline relocations as required to accommodate the proposed drainage design. Assumed sizes, based on available information, consist of a 12" water main along Settlement Drive, an 8" water main along Eagles Nest Drive, and a 20" water main along Sunrise Road could potentially conflict with the proposed improvements, requiring adjustments.

**1.11.2. Wastewater Line Relocation Design**

ENGINEER will design wastewater line relocations as required to accommodate the proposed drainage design. A 27" WW gravity main along Settlement Drive, an 18" WW gravity main through the Limmer property, and a 10" WW Gravity main south of Eagles Nest Street could potentially conflict with the proposed improvements, requiring adjustments.

**1.11.3. Water and Wastewater Line Relocation PS&E Development**

ENGINEER will prepare a set of water and wastewater line relocation construction documents, including water and wastewater line relocation plans, profiles, details, and cost estimates. The design phase will have 3 major submittal milestones including 60%, 90% and 100% deliverable packages. Responses to comments will be provided with the 90% and 100% deliverable packages.

**TASK DELIVERABLES**

- 60% Water and Wastewater Relocation PS&E Package
- 90% Water and Wastewater Relocation PS&E Package
- 100% Water and Wastewater Relocation PS&E Package – signed and sealed

**1.12. PLANS, SPECIFICATIONS AND ESTIMATES DEVELOPMENT**

ENGINEER will prepare a full set of construction documents for Drainage and Trail Design. Refer to Tasks 1.10 and 1.11 for Storm Sewer Improvements and Utility Relocation Design and PS&E Development respectively. The design phase will have 3 major submittal milestones

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including 60%, 90% and 100% deliverable packages. Responses to comments will be provided with the 90% and 100% deliverable packages. The deliverable packages will include:

1.12.1. 60% Deliverable will include the following:

- General notes, details, quantity summary sheets
- ROW and easement maps
- Demolition plans
- Drainage area maps
- Typical channel sections, channel alignment plan and profiles
- Trail alignment and connection details
- Culvert plans and profiles
- Detention pond plans and profiles
- SW3P narrative, erosion control plan sheets
- Detail sheets
- Engineer's Estimate of Probable Construction Costs

1.12.2. ENGINEER will review and address 60% design comments from the City.

1.12.3. 90% design will include all components of the 60% design and will add the following:

- Project control layout
- Traffic control plan
- Additional details

1.12.4. ENGINEER will review and address 90% design comments from the City.

1.12.5. 100% design will include all components of the 90% design.

- Plan sheets will be provided as a signed and sealed construction document plan set to be issued for bidding.

1.12.6. ENGINEER will review and address 100% design comments from the City.

**TASK DELIVERABLES**

- 60% PS&E Package
- 90% PS&E Package
- 100% PS&E Package – signed and sealed

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**1.13. TCEQ EAPP PERMITTING**

The project includes Texas Commission on Environmental Quality (TCEQ) regulated activity within the Edwards Aquifer Recharge Zone, requiring a Geologic Assessment (GA) Report, Water Pollution Abatement Plan (WPAP), and an Organized Sewage Collection System (SCS) Plan.

- 1.13.1. ENGINEER will develop a GA Report in the format specified by the TCEQ. Refer to the attached proposal from Raba Kistner, Inc. for additional details on the Geologic Assessment.
- 1.13.2. ENGINEER will prepare and submit a WPAP for review and approval.
- 1.13.3. ENGINEER will prepare and submit an SCS for review and approval.
- 1.13.4. ENGINEER will address TCEQ comments from the WPAP and SCS review (up to 3 reviews each).

**TASK DELIVERABLES**

- GA Report
- WPAP Application
- SCS Application

**1.14. FEMA CLOMR APPLICATION**

ENGINEER will prepare a Conditional Letter of Map Revision Application for submittal to FEMA. The proposed improvements are located within the Federal Emergency Management Agency (FEMA) Zone AE regulatory floodplain. The project is assumed to provide an overall reduction of the FEMA regulatory floodplain through the project limits.

- 1.14.1. ENGINEER will create the “pre-project” and “post-project” hydraulic model results including:
  - Water surface profile plots
  - Cross section plots
  - Floodplain Delineation
  - HEC-RAS results
- 1.14.2. ENGINEER will complete FEMA MT-2 forms for inclusion in the submittal including the CLOMR review fee. ENGINEER will prepare four copies of the complete CLOMR application report to the City for signatures and submittal to FEMA. The report will explain methodologies, results and contain appropriate charts, graphs, plots, exhibits and printouts to describe the study.

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- 1.14.3. ENGINEER will provide necessary coordination with FEMA to provide technical information in support of the report. ENGINEER will address FEMA comments from the CLOMR review (up to 3 reviews).

**TASK DELIVERABLES**

- CLOMR Application

**1.15. EASEMENT PREPARATION**

- 1.15.1. ENGINEER will prepare easement documents for up to twelve (12) permanent easements and two (2) temporary easements. Documents will include survey plats and metes and bounds descriptions for each easement area. Refer to the attached proposal from Inland Geodetics, LLC for additional details on Professional Land Surveying Services.

**TASK DELIVERABLES**

- Survey plats
- Metes and bounds descriptions

**2. BID PHASE SERVICES**

**2.1. PRE-BID**

ENGINEER will assist the City in conducting a pre-bid meeting and developing the agenda. ENGINEER will coordinate with the City for issuing responses to technical questions and requests for additional information from potential bidders, and prepare addenda required to clarify, correct, or change the bid documents. ENGINEER will provide Bid Form and quantities referencing City standard specifications or special specifications (including special provisions). Addenda will be provided in a PDF format and sealed by the responsible engineer(s). Addenda will be issued to bidders through the City's Purchasing Department.

**TASK DELIVERABLES**

- Bid Forms
- Bid Document Addenda

**2.2. BID EVALUATION**

ENGINEER will assist the City in the opening of bids, review of all bids, and evaluate them for responsiveness and bid amount. ENGINEER will also check references, by telephone, of the low bidder and second low bidder, if requested. ENGINEER will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other actions as may be appropriate. The City will make the final decision on the award of the contract for construction and acceptance or rejection

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of all bids. ENGINEER will incorporate all addenda items in the Construction Plans and Project Manual and issue a “Conformed” set of plans for construction.

**TASK DELIVERABLES**

- Bid summary letter with recommendations for award
- “Conformed” set of Construction Plans

**3. CONSTRUCTION PHASE SERVICES**

**3.1. PROJECT MANAGEMENT AND COORDINATION**

ENGINEER will provide project management services including routine communication with the City, review of project budgets and schedules, invoicing and other activities associated with managing the construction phase of the project.

**3.2. CONSTRUCTION MANAGEMENT**

- 3.2.1. Attend Pre-Construction Conference meeting prior to commencement of work.
- 3.2.2. ENGINEER will prepare a submittal log and perform submittal reviews to approve or take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approval or other actions will not extend to means, methods, techniques, equipment choices and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Scope and budget assume a minimum of 25 submittals.
- 3.2.3. Respond to Request for Information/Modifications (RFIs) as reasonable and appropriate to issue necessary clarifications and interpretations of the Contract Documents to the City for the orderly completion of the Contractor’s work. Ten RFI’s have been assumed, accounting for three of those ten being more significant revisions through the RFI process.
- 3.2.4. Provide on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by the City in order to observe the progress of the Work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the Contractor’s work in progress. Observations are limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER’s exercise of professional judgement. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether the Contractor’s work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep the City informed of the general progress of the Work.

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The purpose of ENGINEER's site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned to this Agreement to ENGINEER and to provide City with a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor will ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor's nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Two site visits per month for a duration of eight months followed by one site visit per month for a duration of four months are assumed for a total of up to 20 visits.

- 3.2.5. Review of Pay Applications based on ENGINEER's observations and on review of applications for payment and according supporting documentation. ENGINEER will determine the amounts that ENGINEER recommends Contractor to be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to City, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Review of twelve Pay Applications have been assumed.
- 3.2.6. Perform a Substantial Completion site visit, in company with City and Contractor, promptly after notice from the Contractor that Work is ready for its intended use. ENGINEER will prepare a punch list. One site visit is assumed.
- 3.2.7. Issue a Final Notice of Acceptability of the Work once ENGINEER has conducted a final site visit to determine if the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list so that ENGINEER may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the Work is generally in accordance with the Contract



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Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of ENGINEER'S services and based upon information provided to ENGINEER upon which it is entitled to rely. Two site visits are assumed.

**TASK DELIVERABLES**

- Submittal log

**3.3. MATERIALS TESTING**

ENGINEER will provide third party onsite and laboratory geotechnical testing. Observation and testing of the following construction materials will include the following:

- Soils laboratory testing, in-place field nuclear density testing
- Reinforcing steel observations
- Concrete compressive strength specimen sampling, testing, and reporting
- Asphalt aggregate sampling and observation.

An allowance has been estimated to cover the costs associated with these services through the duration of construction for this project.

**3.4. RECORD DRAWINGS**

ENGINEER will review the Contractor's redlines as-built drawings and incorporate deviations from the construction drawings as appropriate. Record drawing information will be based solely on the provided mark-up drawings and appropriate field documentation received from the City. ENGINEER will deliver one electronic pdf copy to the City for review. After review and concurrence, ENGINEER will finalize and submit one electronic pdf copy and one CAD copy for the City's records.

**TASK DELIVERABLES**

- Draft Record drawings (PDF)
- Final Record Drawings (PDF and CAD)

**4. POST CONSTRUCTION**

**4.1. FLOODPLAIN AS-BUILT SURVEY**

ENGINEER will provide professional land surveying service to prepare an as-built survey of the channel and culvert improvements for the FEMA LOMR application. Refer to the attached proposal from Inland Geodetics, LLC for additional details on Professional Land Surveying Services.

**TASK DELIVERABLES**

- AutoCAD 3D file with break-lines and associated XML file

Chandler Branch Tributary 3 Channel Improvements  
Exhibit B  
Scope Of Engineering Services

- DTM file processed to 1-foot contours
- Point data in ASCII format
- List of benchmarks and project control coordinates

**4.2. FEMA LOMR SUBMITTAL**

ENGINEER will prepare a Letter of Map Revision Application for submittal to FEMA. The proposed improvements are located within the Federal Emergency Management Agency (FEMA) Zone AE regulatory floodplain. The project is assumed to provide an overall reduction of the FEMA regulatory floodplain through the project limits. ENGINEER will prepare and submit a LOMR application for remapping of the floodplain following the completion of construction.

4.2.1. Based on the previously completed tasks, ENGINEER will create the “pre-project” and “post-project” hydraulic model results including:

- Water surface profile plots
- Cross section plots
- Floodplain Delineation
- HEC-RAS results

4.2.2. ENGINEER will complete FEMA MT-2 forms for inclusion in the submittal including the LOMR review fee. ENGINEER will prepare four copies of the complete LOMR application report to the City for signatures and submittal to FEMA. The report will explain methodologies, results and contain appropriate charts, graphs, plots, exhibits and printouts to describe the study.

4.2.3. ENGINEER will provide necessary coordination with FEMA and the Community to provide technical information in support of the report. ENGINEER will address FEMA comments from the LOMR review (up to 3 reviews).

4.2.4. ENGINEER will provide individual notification of impacted property owners as required by FEMA to the City for distribution.

**TASK DELIVERABLES**

- LOMR Application
- Individual Notification Letters

Chandler Branch Tributary 3 Channel Improvements  
Exhibit B  
Scope Of Engineering Services

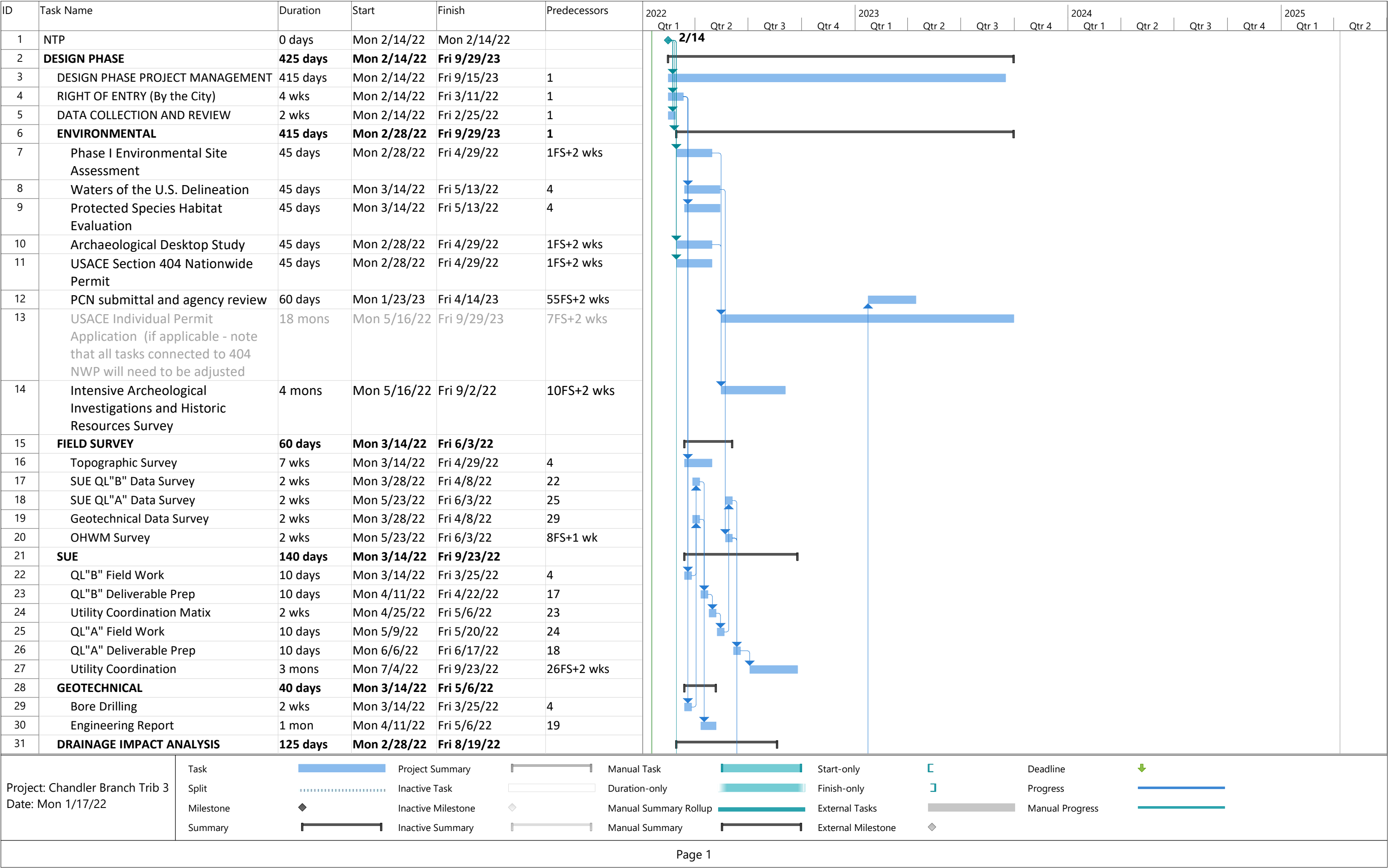
**CONTINGENCY FOR ADDITIONAL SERVICES**

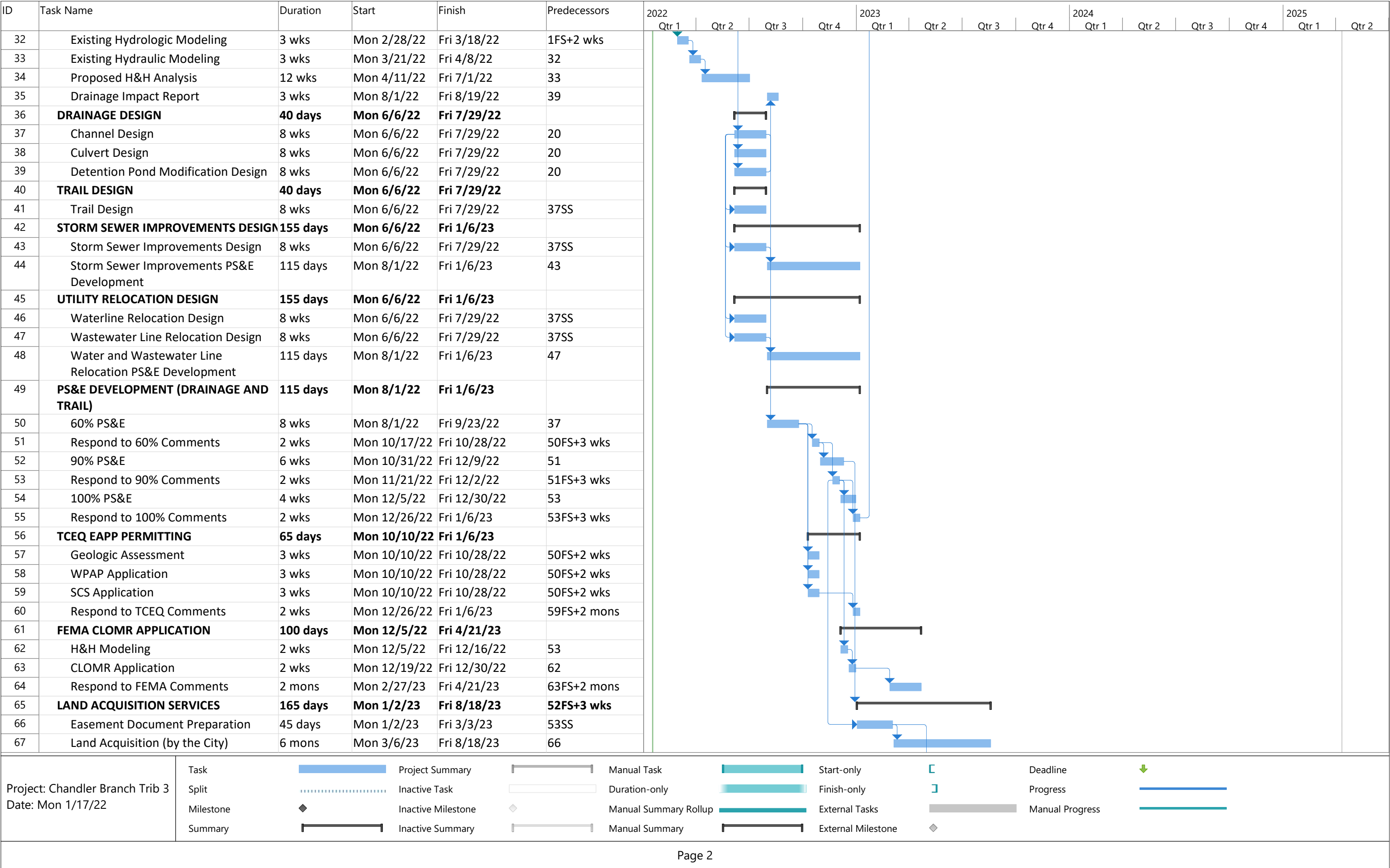
A contingency budget for professional services is included in this proposal to cover unforeseen expenses related to, but not limited to, potential design modifications/additions, structural analysis and design, and permitting fees. No amount of this budget will be spent without explicit written documentation and authorization from the City.

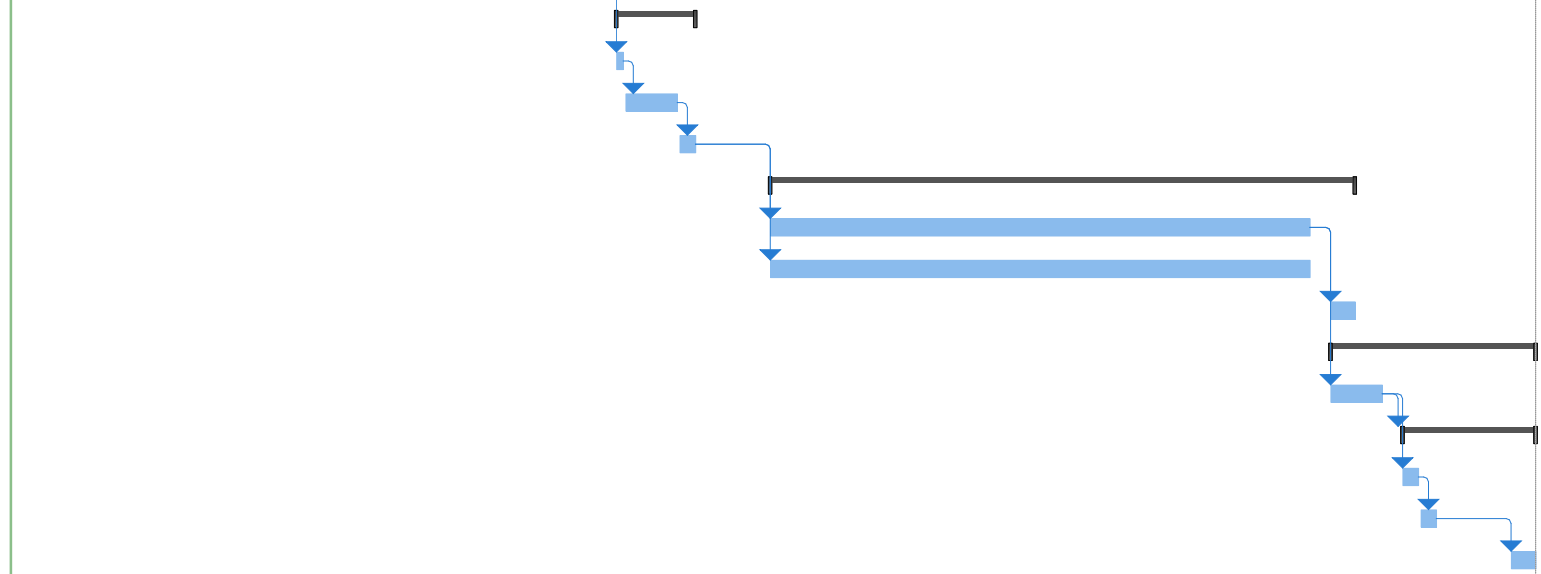
**ADDITIONAL SERVICES:**

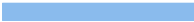








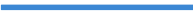









This scope of services does not include the following:

- Resident project engineer services for the construction of the project
- Tree mitigation
- Water quality treatment facility design
- NEPA compliant environmental documentation or permitting
- Forensic structural analysis of existing structures and utilities
- Field layouts or furnishing of construction lines and grades
- Breaking out the project components into different submittal and construction packages beyond what is outlined in this scope
- Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparing of engineering data and reports for assistance to the City
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site
- Performing extensive, non-routine investigations, studies and analyses of work proposed by construction contractors to correct defective work





| ID | Task Name                   | Duration | Start        | Finish       | Predecessors | 2022  |       |       |       | 2023  |       |       |       | 2024  |       |       |       | 2025  |       |
|----|-----------------------------|----------|--------------|--------------|--------------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|    |                             |          |              |              |              | Qtr 1   | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 |
| 68 | BID PHASE                   | 45 days  | Mon 5/1/23   | Fri 6/30/23  |              |  |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 69 | PRE-BID                     | 1 wk     | Mon 5/1/23   | Fri 5/5/23   | 66FS+2 mons  |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 70 | BID ADVERTISE               | 30 days  | Mon 5/8/23   | Fri 6/16/23  | 69           |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 71 | BID EVALUATION              | 2 wks    | Mon 6/19/23  | Fri 6/30/23  | 70           |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 72 | CONSTRUCTION PHASE SERVICES | 325 days | Mon 8/28/23  | Fri 11/22/24 |              |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 73 | CONSTRUCTION MANAGEMENT     | 15 mons  | Mon 8/28/23  | Fri 10/18/24 | 71FS+2 mons  |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 74 | MATERIALS TESTING           | 15 mons  | Mon 8/28/23  | Fri 10/18/24 | 71FS+2 mons  |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 75 | RECORD DRAWINGS             | 3 wks    | Mon 11/4/24  | Fri 11/22/24 | 73FS+2 wks   |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 76 | POST CONSTRUCTION PHASE     | 115 days | Mon 11/4/24  | Fri 4/11/25  |              |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 77 | FLOODPLAIN AS-BUILT SURVEY  | 6 wks    | Mon 11/4/24  | Fri 12/13/24 | 73FS+2 wks   |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 78 | FEMA LOMR APPLICATION       | 75 days  | Mon 12/30/24 | Fri 4/11/25  | 77           |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 79 | H&H Modeling                | 2 wks    | Mon 12/30/24 | Fri 1/10/25  | 77FS+2 wks   |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 80 | CLOMR Application           | 2 wks    | Mon 1/13/25  | Fri 1/24/25  | 79           |   |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 81 | Respond to FEMA Comments    | 3 wks    | Mon 3/24/25  | Fri 4/11/25  | 80FS+2 mons  |   |       |       |       |       |       |       |       |       |       |       |       |       |       |

|  |           |   |                    |   |                       |   |                    |   |                 |   |
|--|-----------|---|--------------------|---|-----------------------|---|--------------------|---|-----------------|---|
| Project: Chandler Branch Trib 3<br>Date: Mon 1/17/22 | Task      |  | Project Summary    |  | Manual Task           |  | Start-only         |  | Deadline        |  |
|  | Split     |  | Inactive Task      |  | Duration-only         |  | Finish-only        |  | Progress        |  |
|  | Milestone |  | Inactive Milestone |  | Manual Summary Rollup |  | External Tasks     |  | Manual Progress |  |
|  | Summary   |  | Inactive Summary   |  | Manual Summary        |  | External Milestone |  |                 |   |

**CITY OF ROUND ROCK**  
**Chandler Branch Tributary 3 Channel Improvements**  
**Exhibit D**  
**Fee Schedule**

**SUMARY OF TASKS AND FEES**

| Task   | K Friese + Associates | Inland Geodetics, LLC | Raba Kistner, Inc. | The Rios Group | Total Fee     |
|--|-----------------------|-----------------------|--------------------|----------------|---------------|
| <b>TASK 1 - DESIGN PHASE</b>                             |                       |                       |                    |                |               |
| TASK 1.1 - PROJECT MANAGEMENT AND COORDINATION           | \$ 48,300.00          | \$ -                  | \$ -               | \$ -           | \$ 48,300.00  |
| TASK 1.2 - DATA COLLECTION AND DOCUMENT REVIEW           | \$ 6,448.00           | \$ -                  | \$ -               | \$ -           | \$ 6,448.00   |
| TASK 1.3 - ENVIRONMENTAL SUPPORT SERVICES                | \$ 10,436.00          | \$ -                  | \$ 65,996.90       | \$ -           | \$ 76,432.90  |
| TASK 1.4 - FIELD SURVEY                                  | \$ 7,444.00           | \$ 38,152.00          | \$ -               | \$ -           | \$ 45,596.00  |
| TASK 1.5 - SUE SERVICES                                  | \$ 6,722.00           | \$ -                  | \$ -               | \$ 55,487.20   | \$ 62,209.20  |
| TASK 1.6 - GEOTECHNICAL                                  | \$ 3,922.00           | \$ -                  | \$ 23,572.10       | \$ -           | \$ 27,494.10  |
| TASK 1.7 - DRAINAGE IMPACT ANALYSIS                      | \$ 40,722.00          | \$ -                  | \$ -               | \$ -           | \$ 40,722.00  |
| TASK 1.8 - DRAINAGE DESIGN                               | \$ 29,942.00          | \$ -                  | \$ -               | \$ -           | \$ 29,942.00  |
| TASK 1.9 - TRAIL DESIGN                                  | \$ 11,768.00          | \$ -                  | \$ -               | \$ -           | \$ 11,768.00  |
| TASK 1.10 - STORM SEWER IMPROVEMENTS DESIGN              | \$ 18,074.00          | \$ -                  | \$ -               | \$ -           | \$ 18,074.00  |
| TASK 1.11 - UTILITY RELOCATION DESIGN                    | \$ 29,202.00          | \$ -                  | \$ -               | \$ -           | \$ 29,202.00  |
| TASK 1.12 - PS&E DEVELOPMENT                             | \$ 140,989.00         | \$ -                  | \$ -               | \$ -           | \$ 140,989.00 |
| TASK 1.13 - TCEQ EAPP PERMITTING                         | \$ 26,236.00          | \$ -                  | \$ 4,985.00        | \$ -           | \$ 31,221.00  |
| TASK 1.14 - FEMA CLOMR SUBMITTAL                         | \$ 23,796.00          | \$ -                  | \$ -               | \$ -           | \$ 23,796.00  |
| TASK 1.15 - LAND ACQUISITION                             | \$ 2,724.00           | \$ 44,296.00          | \$ -               | \$ -           | \$ 47,020.00  |
| <b>TASK 2 - BID PHASE</b>                                |                       |                       |                    |                |               |
| TASK 2.1 - PRE-BID                                       | \$ 9,772.00           | \$ -                  | \$ -               | \$ -           | \$ 9,772.00   |
| TASK 2.2 - BID EVALUATION                                | \$ 12,412.00          | \$ -                  | \$ -               | \$ -           | \$ 12,412.00  |
| <b>TASK 3 - CONSTRUCTION PHASE</b>                       |                       |                       |                    |                |               |
| TASK 3.1 - CONSTRUCTION PHASE PROJECT MANAGEMENT         | \$ 6,300.00           | \$ -                  | \$ -               | \$ -           | \$ 6,300.00   |
| TASK 3.2 - CONSTRUCTION MANAGEMENT                       | \$ 69,174.00          | \$ -                  | \$ -               | \$ -           | \$ 69,174.00  |
| TASK 3.3 - MATERIALS TESTING                             | \$ 3,990.00           | \$ -                  | \$ 13,082.00       | \$ -           | \$ 17,072.00  |
| TASK 3.4 - RECORD DRAWINGS                               | \$ 7,980.00           | \$ -                  | \$ -               | \$ -           | \$ 7,980.00   |
| <b>TASK 4 - POST-CONSTRUCTION PHASE</b>                  |                       |                       |                    |                |               |
| TASK 4.1 - FLOODPLAIN AS-BUILT SURVEY                    | \$ 4,530.00           | \$ 26,934.00          | \$ -               | \$ -           | \$ 31,464.00  |
| TASK 4.2 - FEMA LOMR SUBMITTAL                           | \$ 35,928.00          | \$ -                  | \$ -               | \$ -           | \$ 35,928.00  |
| <b>Subtotal</b>  |                       |                       |                    |                | \$ 829,316.20 |
| <b>CONTINGENCY FOR ADDITIONAL SERVICES (15% of Cost)</b> |                       |                       |                    |                | \$ 124,397.43 |
|  | \$ 556,811.00         | \$ 109,382.00         | \$ 107,636.00      | \$ 55,487.20   | \$ 953,713.63 |

CITY OF ROUND ROCK  
Chandler Branch Tributary 3 Channel Improvements  
Exhibit D  
Fee Schedule

|  |   | KFA Labor         |                 |                 |                  |          |                        |                    | KFA Total Hours and Fee |                | Subconsultant Fees |                  |              | TOTAL FEE   |                |
|--|---|-------------------|-----------------|-----------------|------------------|----------|------------------------|--------------------|-------------------------|----------------|--------------------|------------------|--------------|-------------|----------------|
| Professional Service Description   |   | Project Principal | Project Manager | Senior Engineer | Project Engineer | EIT      | Senior CADD Technician | Senior GIS Analyst | Clerical                | KFA Task Hours | KFA Task Cost      | Inland Geodetics | Raba Kistner |             | The Rios Group |
|  |   | \$260.00          | \$225.00        | \$216.00        | \$160.00         | \$110.00 | \$120.00               | \$125.00           | \$75.00                 |                |                    |                  |              |             |                |
| TASK 1 - DESIGN PHASE  |   |                   |                 |                 |                  |          |                        |                    |                         |                |                    |                  |              |             |                |
| TASK 1.1 - PROJECT MANAGEMENT AND COORDINATION (Does not include Construction Phase Service Project Management.) |   |                   |                 |                 |                  |          |                        |                    |                         | 251            | \$48,300.00        |                  |              |             | \$48,300.00    |
| 1.1.1  | Project Management (invoicing, schedule, coordination) (12 months)            | 1                 | 80              |                 | 24               |          |                        |                    | 24                      | 129            | \$23,900.00        |                  |              |             |                |
| 1.1.2  | Project Meetings (up to 12)   |                   | 24              |                 | 24               |          |                        |                    |                         | 48             | \$9,240.00         |                  |              |             |                |
| 1.1.3  | Stakeholder (County, WCID, and developer) coordination and meetings (up to 4) | 1                 | 24              |                 | 12               |          |                        |                    |                         | 37             | \$7,580.00         |                  |              |             |                |
| 1.1.4  | Public meetings (up to 2)   | 1                 | 24              |                 | 12               |          |                        |                    |                         | 37             | \$7,580.00         |                  |              |             |                |
| TASK 1.2 - DATA COLLECTION AND DOCUMENT REVIEW   |   |                   |                 |                 |                  |          |                        |                    |                         | 38             | \$6,448.00         |                  |              |             | \$6,448.00     |
| 1.2.1  | Data Collection and Review  |                   | 8               | 8               | 8                | 8        |                        |                    |                         | 32             | \$5,688.00         |                  |              |             |                |
| 1.2.2  | FEMA model acquisition  |                   |                 |                 | 2                | 4        |                        |                    |                         | 6              | \$760.00           |                  |              |             |                |
| TASK 1.3 - ENVIRONMENTAL SUPPORT SERVICES  |   |                   |                 |                 |                  |          |                        |                    |                         | 56             | \$10,436.00        |                  | \$65,996.90  |             | \$76,432.90    |
|  | Project management and direct expenses  |                   |                 |                 |                  |          |                        |                    |                         | 0              | \$0.00             |                  | \$3,203.45   |             |                |
| 1.3.1  | Phase I Environmental Site Assessment   |                   | 4               | 1               | 2                |          |                        | 2                  |                         | 9              | \$1,686.00         |                  | \$3,825.50   |             |                |
| 1.3.2  | Waters of the U.S. Delineation  |                   | 4               | 1               | 2                |          |                        | 2                  |                         | 9              | \$1,686.00         |                  | \$6,102.47   |             |                |
| 1.3.3  | Protected Species Habitat Evaluation  |                   | 4               | 1               | 2                |          |                        | 2                  |                         | 9              | \$1,686.00         |                  | \$4,372.59   |             |                |
| 1.3.4  | Archaeological Desktop Study  |                   | 4               | 1               | 2                |          |                        | 2                  |                         | 9              | \$1,686.00         |                  | \$2,968.29   |             |                |
| 1.3.5  | USACE Section 404 Nationwide Permit   |                   | 4               | 1               | 4                |          |                        | 2                  |                         | 11             | \$2,006.00         |                  | \$9,880.58   |             |                |
| 1.3.6  | Intensive Archeological Investigations and Historic Resources Survey          |                   | 4               | 1               | 2                |          |                        | 2                  |                         | 9              | \$1,686.00         |                  | \$35,644.02  |             |                |
| TASK 1.4 - FIELD SURVEY  |   |                   |                 |                 |                  |          |                        |                    |                         | 52             | \$7,444.00         | \$38,152.00      |              |             | \$45,596.00    |
| 1.4.1  | Site Visits and Field Report  |                   | 4               | 4               | 12               | 24       |                        |                    |                         | 44             | \$6,324.00         |                  |              |             |                |
| 1.4.2  | Topographic survey  |                   |                 |                 | 4                |          | 4                      |                    |                         | 8              | \$1,120.00         | \$38,152.00      |              |             |                |
| TASK 1.5 - SUE SERVICES  |   |                   |                 |                 |                  |          |                        |                    |                         | 42             | \$6,722.00         |                  |              | \$55,487.20 | \$62,209.20    |
| 1.5.1  | Sue Services  |                   | 4               | 2               | 8                | 12       | 4                      |                    |                         | 30             | \$4,412.00         |                  |              | \$37,663.88 |                |
| 1.5.2  | Utility Coordination (up to 3 meetings)                                       |                   | 6               |                 | 6                |          |                        |                    |                         | 12             | \$2,310.00         |                  |              | \$17,823.32 |                |
| TASK 1.6 - GEOTECHNICAL  |   |                   |                 |                 |                  |          |                        |                    |                         | 22             | \$3,922.00         |                  | \$23,572.10  |             | \$27,494.10    |
| 1.6.1  | Borings (up to 9)   |                   |                 | 2               |                  | 4        |                        |                    |                         | 6              | \$872.00           |                  |              |             |                |
| 1.6.2  | Laboratory testing  |                   |                 | 2               |                  | 4        |                        |                    |                         | 6              | \$872.00           |                  |              |             |                |
| 1.6.3  | Engineering report  |                   | 2               | 8               |                  |          |                        |                    |                         | 10             | \$2,178.00         |                  |              |             |                |
| TASK 1.7 - DRAINAGE IMPACT ANALYSIS  |   |                   |                 |                 |                  |          |                        |                    |                         | 309            | \$40,722.00        |                  |              |             | \$40,722.00    |
| 1.7.1  | Existing Conditions Hydrologic Model Update                                   |                   | 2               | 2               | 12               | 30       |                        | 3                  |                         | 49             | \$6,477.00         |                  |              |             |                |
| 1.7.2  | Existing Conditions Hydraulic Model Update                                    |                   | 2               | 4               | 18               | 45       |                        | 3                  |                         | 72             | \$9,519.00         |                  |              |             |                |
| 1.7.3  | H&H Proposed Conditions Analysis  |                   | 4               | 2               | 24               | 60       |                        | 3                  |                         | 93             | \$12,147.00        |                  |              |             |                |
| 1.7.4  | Drainage Impact Report  |                   | 4               | 4               | 24               | 60       |                        | 3                  |                         | 95             | \$12,579.00        |                  |              |             |                |
| TASK 1.8 - DRAINAGE DESIGN   |   |                   |                 |                 |                  |          |                        |                    |                         | 218            | \$29,942.00        |                  |              |             | \$29,942.00    |
| 1.8.1  | Chandler Branch Tributary 3 Channel Improvements Design                       |                   | 2               | 4               | 40               | 60       |                        |                    |                         | 106            | \$14,314.00        |                  |              |             |                |
| 1.8.2  | Culvert Improvements Design   |                   | 2               | 4               | 20               | 30       |                        |                    |                         | 56             | \$7,814.00         |                  |              |             |                |
| 1.8.3  | Eagle Ridge Detention Pond Modification Design                                |                   | 2               | 4               | 20               | 30       |                        |                    |                         | 56             | \$7,814.00         |                  |              |             |                |
| TASK 1.9 - TRAIL DESIGN  |   |                   |                 |                 |                  |          |                        |                    |                         | 80             | \$11,768.00        |                  |              |             | \$11,768.00    |
| 1.9.1  | Trail Design  |                   | 8               | 8               | 24               | 40       |                        |                    |                         | 80             | \$11,768.00        |                  |              |             |                |
| TASK 1.10 - STORM SEWER IMPROVEMENTS DESIGN  |   |                   |                 |                 |                  |          |                        |                    |                         | 137            | \$18,074.00        |                  |              |             | \$18,074.00    |
| 1.10.1   | Storm Sewer Improvements Design   |                   | 2               | 2               | 12               | 48       |                        |                    |                         | 64             | \$8,082.00         |                  |              |             |                |
| 1.10.2   | Storm Sewer Improvements PS&E Development                                     |                   | 8               | 2               | 12               | 24       | 25                     | 1                  | 1                       | 73             | \$9,992.00         |                  |              |             |                |
| TASK 1.11 - UTILITY RELOCATION DESIGN  |   |                   |                 |                 |                  |          |                        |                    |                         | 223            | \$29,202.00        |                  |              |             | \$29,202.00    |
| 1.11.1   | Waterline Relocation Design   |                   | 2               | 2               | 12               | 48       |                        |                    |                         | 64             | \$8,082.00         |                  |              |             |                |
| 1.11.2   | Wastewater Line Relocations Design  |                   | 2               | 2               | 12               | 48       |                        |                    |                         | 64             | \$8,082.00         |                  |              |             |                |
| 1.11.3   | Wastewater and Wastewater Line Relocation PS&E Development                    |                   | 10              | 3               | 16               | 30       | 34                     | 1                  | 1                       | 95             | \$13,038.00        |                  |              |             |                |
| TASK 1.12 - PS&E DEVELOPMENT   |   |                   |                 |                 |                  |          |                        |                    |                         | 1,019          | \$140,989.00       |                  |              |             | \$140,989.00   |
| 1.12.1   | 60% Design Construction Plans, List of Specifications, and OPCC               |                   | 40              | 10              | 67               | 91       | 130                    | 12                 |                         | 350            | \$48,990.00        |                  |              |             |                |
| 1.12.2   | Address 60% design CORR comments  |                   | 3               |                 | 6                | 12       |                        |                    |                         | 21             | \$2,955.00         |                  |              |             |                |
| 1.12.3   | 90% Design Construction Plans, Project Manual with Specifications, and OPCC   |                   | 31              | 12              | 43               | 93       | 114                    |                    |                         | 293            | \$40,357.00        |                  |              |             |                |
| 1.12.4   | Address 90% design CORR comments  |                   | 4               |                 | 8                | 16       |                        |                    |                         | 28             | \$3,940.00         |                  |              |             |                |
| 1.12.5   | 100% Design Construction Plans, Project Manual with Specifications, and OPCC  |                   | 31              | 12              | 43               | 93       | 114                    |                    |                         | 293            | \$40,357.00        |                  |              |             |                |
| 1.12.6   | Address 100% design CORR comments   |                   | 4               |                 | 8                | 16       |                        |                    | 6                       | 34             | \$4,390.00         |                  |              |             |                |



CITY OF ROUND ROCK

Chandler Branch Tributary 3 Channel Improvements

Exhibit D

Fee Schedule

|   |  | KFA Labor         |                 |                 |                  |          |                        |                    | KFA Total Hours and Fee |                | Subconsultant Fees |                  |              | TOTAL FEE   |                |              |
|---|--|-------------------|-----------------|-----------------|------------------|----------|------------------------|--------------------|-------------------------|----------------|--------------------|------------------|--------------|-------------|----------------|--------------|
| Professional Service Description                  |  | Project Principal | Project Manager | Senior Engineer | Project Engineer | EIT      | Senior CADD Technician | Senior GIS Analyst | Clerical                | KFA Task Hours | KFA Task Cost      | Inland Geodetics | Raba Kistner |             | The Rios Group |              |
|   |  | \$260.00          | \$225.00        | \$216.00        | \$160.00         | \$110.00 | \$120.00               | \$125.00           | \$75.00                 |                |                    |                  |              |             |                |              |
| TASK 1.13 - TCEQ EAPP PERMITTING                  |  |                   |                 |                 |                  |          |                        |                    |                         | 190            | \$26,236.00        |                  | \$4,985.00   |             | \$31,221.00    |              |
| 1.13.1  | Geologic Assessment  |                   | 2               |                 | 4                |          |                        | 2                  |                         | 8              | \$1,340.00         |                  | \$4,985.00   |             |                |              |
| 1.13.2  | WPAP Application and Submittal                                     |                   | 8               | 4               | 16               | 40       |                        | 20                 |                         | 88             | \$12,124.00        |                  |              |             |                |              |
| 1.13.3  | SCS Application and Submittal                                      |                   | 4               | 1               | 8                | 20       |                        | 16                 |                         | 49             | \$6,596.00         |                  |              |             |                |              |
| 1.13.4  | Address comments from WPAP and SCS Review (up to 2 reviews each)   |                   | 4               | 1               | 12               | 24       |                        | 4                  |                         | 45             | \$6,176.00         |                  |              |             |                |              |
| TASK 1.14 - FEMA CLOMR SUBMITTAL                  |  |                   |                 |                 |                  |          |                        |                    |                         | 162            | \$23,796.00        |                  |              |             | \$23,796.00    |              |
| 1.14.1  | H&H Modeling   |                   | 2               | 2               | 16               | 32       |                        | 4                  |                         | 56             | \$7,462.00         |                  |              |             |                |              |
| 1.14.2  | Prepare and Submit CLOMR Application                               |                   | 4               | 2               | 24               |          |                        | 4                  | 2                       | 36             | \$5,822.00         |                  |              |             |                |              |
| 1.14.3  | Coordinate with FEMA and Respond to Comments (up to 2 reviews)     |                   | 16              | 2               | 16               | 32       |                        | 2                  | 2                       | 70             | \$10,512.00        |                  |              |             |                |              |
| TASK 1.15 - EASEMENT PREPARATION                  |  |                   |                 |                 |                  |          |                        |                    |                         | 16             | \$2,724.00         | \$44,296.00      |              |             | \$47,020.00    |              |
| 1.15.1  | Easement document preparation                                      |                   | 4               | 4               |                  |          | 8                      |                    |                         | 16             | \$2,724.00         | \$44,296.00      |              |             |                |              |
| TASK 2 - BID PHASE                                |  |                   |                 |                 |                  |          |                        |                    |                         |                |                    |                  |              |             |                |              |
| TASK 2.1 - PRE-BID                                |  |                   |                 |                 |                  |          |                        |                    |                         | 66             | \$9,772.00         |                  |              |             | \$9,772.00     |              |
| 2.1   | Pre-Bid (up to 3 addenda)  |                   | 16              | 2               | 8                | 20       | 8                      | 8                  | 4                       | 66             | \$9,772.00         |                  |              |             |                |              |
| TASK 2.2 - BID EVALUATION                         |  |                   |                 |                 |                  |          |                        |                    |                         | 90             | \$12,412.00        |                  |              |             | \$12,412.00    |              |
| 2.2   | Bid Evaluation   |                   | 16              | 2               | 8                | 40       | 20                     |                    | 4                       | 90             | \$12,412.00        |                  |              |             |                |              |
| TASK 3 - CONSTRUCTION PHASE                       |  |                   |                 |                 |                  |          |                        |                    |                         |                |                    |                  |              |             |                |              |
| TASK 3.1 - CONSTRUCTION PHASE PROJECT MANAGEMENT  |  |                   |                 |                 |                  |          |                        |                    |                         | 36             | \$6,300.00         |                  |              |             | \$6,300.00     |              |
| 3.1   | Project Management (invoicing, schedule, coordination) (12 months) |                   | 24              |                 |                  |          |                        |                    | 12                      | 36             | \$6,300.00         |                  |              |             |                |              |
| TASK 3.2 - CONSTRUCTION MANAGEMENT                |  |                   |                 |                 |                  |          |                        |                    |                         | 418            | \$69,174.00        |                  |              |             | \$69,174.00    |              |
| 3.2.1   | Pre-Construction Conference  |                   | 4               |                 | 4                |          |                        |                    |                         | 8              | \$1,540.00         |                  |              |             |                |              |
| 3.2.2   | Submittal Review   |                   | 30              | 6               | 60               |          |                        |                    |                         | 96             | \$17,646.00        |                  |              |             |                |              |
| 3.2.3   | RFI Review and Response (up to 10)                                 |                   | 32              | 6               | 50               |          |                        |                    |                         | 88             | \$16,496.00        |                  |              |             |                |              |
| 3.2.4   | On-Site Construction Observation (up to 20 visits)                 |                   | 10              |                 | 80               | 80       |                        |                    |                         | 170            | \$23,850.00        |                  |              |             |                |              |
| 3.2.5   | Review Pay Applications (up to 12 applications)                    |                   | 6               |                 | 12               |          |                        |                    |                         | 18             | \$3,270.00         |                  |              |             |                |              |
| 3.2.6   | Substantial Completion Site Visit (1 site visit)                   |                   | 4               |                 | 4                | 4        |                        |                    |                         | 12             | \$1,980.00         |                  |              |             |                |              |
| 3.2.7   | Issue Final Notice of Acceptability (2 site visits)                |                   | 8               | 2               | 8                | 8        |                        |                    |                         | 26             | \$4,392.00         |                  |              |             |                |              |
| TASK 3.3 - MATERIALS TESTING                      |  |                   |                 |                 |                  |          |                        |                    |                         | 30             | \$3,990.00         |                  | \$13,082.00  |             | \$17,072.00    |              |
| 3.3   | Materials Testing  |                   | 6               |                 |                  | 24       |                        |                    |                         | 30             | \$3,990.00         |                  | \$13,082.00  |             |                |              |
| TASK 3.4 - RECORD DRAWINGS                        |  |                   |                 |                 |                  |          |                        |                    |                         | 60             | \$7,980.00         |                  |              |             | \$7,980.00     |              |
| 3.4   | Record Drawings  |                   | 12              |                 |                  | 48       |                        |                    |                         | 60             | \$7,980.00         |                  |              |             |                |              |
| TASK 4 - POST CONSTRUCTION PHASE                  |  |                   |                 |                 |                  |          |                        |                    |                         |                |                    |                  |              |             |                |              |
| TASK 4.1 - FLOODPLAIN AS-BUILT SURVEY             |  |                   |                 |                 |                  |          |                        |                    |                         | 34             | \$4,530.00         | \$26,934.00      |              |             | \$31,464.00    |              |
| 4.1   | As-Built Survey  |                   | 2               |                 | 8                | 8        | 16                     |                    |                         | 34             | \$4,530.00         | \$26,934.00      |              |             |                |              |
| TASK 4.2 - FEMA LOMR SUBMITTAL                    |  |                   |                 |                 |                  |          |                        |                    |                         | 252            | \$35,928.00        |                  |              |             | \$35,928.00    |              |
| 4.2.1   | H&H Modeling   |                   | 2               | 2               | 16               | 32       |                        | 4                  |                         | 56             | \$7,462.00         |                  |              |             |                |              |
| 4.2.2   | Prepare and Submit LOMR Application                                |                   | 4               | 2               | 24               |          |                        | 4                  | 2                       | 36             | \$5,822.00         |                  |              |             |                |              |
| 4.2.3   | Coordinate with FEMA and Respond to Comments (up to 3 reviews)     |                   | 24              | 2               | 20               | 40       |                        | 2                  | 2                       | 90             | \$13,832.00        |                  |              |             |                |              |
| 4.2.4   | Individual Notification of Impacted Property Owners                |                   | 4               | 2               | 8                | 40       |                        | 12                 | 4                       | 70             | \$8,812.00         |                  |              |             |                |              |
| CONTINGENCY FOR ADDITIONAL SERVICES (15% of Cost) |  |                   |                 |                 |                  |          |                        |                    |                         |                |                    |                  |              |             |                | \$124,397.43 |
| Total KFA Service Hours and Fee:                  |  | 3                 | 611             | 151             | 953              | 1422     | 477                    | 120                | 64                      | 3,801          | \$556,811.00       | \$109,382.00     | \$107,636.00 | \$55,487.20 | \$953,713.63   |              |

**CITY OF ROUND ROCK**  
**Chandler Branch Tributary 3 Channel Improvements**  
**Exhibit D**  
**KFA Rate Schedule**

| <b>Job Classification</b> | <b>Rate</b> |
|---------------------------|-------------|
| Principal                 | \$ 260      |
| Senior Project Manager    | \$ 250      |
| Project Manager           | \$ 225      |
| Senior Engineer           | \$ 216      |
| Project Engineer          | \$ 160      |
| EIT                       | \$ 110      |
| Senior GIS Analyst        | \$ 125      |
| GIS Analyst               | \$ 100      |
| Senior CADD Technician    | \$ 120      |
| CADD Technician           | \$ 95       |
| Project Administrator     | \$ 90       |
| Clerical                  | \$ 75       |

**EXHIBIT E: FEDERAL REQUIREMENTS FOR AMERICAN RESCUE PLAN PROJECTS**

| <b>Section No.</b> | <b>Title</b>  |
|--------------------|---|
| FR-01              | Breach of Contract Terms  |
| FR-02              | Termination of Contract   |
| FR-03              | Equal Employment Opportunity - 41 CFR Part 60-1.4(b)  |
| FR-04              | Standard Federal Equal Employment Opportunity Construction Contract Specifications – 41 CFR Part 60.4.3 |
| FR-05              | Copeland Anti-Kickback Act 29 CFR Part 5  |
| FR-06              | Davis-Bacon Labor Requirements 29 CFR part 5  |
| FR-07              | Contract Work hours and Safety Standards Act Requirements   |
| FR-08              | Rights to Inventions  |
| FR-9               | Access to Records and Record Retention  |
| FR-10              | Clean Air and Water Pollution Control   |
| FR-11              | Energy Conservation Requirements  |
| FR-12              | Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion                   |
| FR-13              | Lobbying and Influencing Procurement  |
| FR-14              | Domestic Preference for Procurements  |
| FR-15              | Procurement of Recovered Materials  |

**FEDERAL REQUIREMENTS: FR-01**

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**FEDERAL REQUIREMENTS: FR-02**

**TERMINATION OF CONTRACT**

- 1 The City may, by written notice, terminate this contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.
- 2 If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 3 If the termination is due to failure to fulfill the contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the City for any additional cost occasioned to the City thereby.
- 4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in this clause.
- 5 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**FEDERAL REQUIREMENTS: FR-03**

**EQUAL EMPLOYMENT OPPORTUNITY - Executive Order 11246 as amended,**  
**41 CFR PART 60-1.4(b)**

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[Sec. 202 amended by EO 11375 of Oct 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684. EO 12086 of Oct5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

Contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

The Secretary of Labor may direct that any contractor or subcontractor shall submit, as part of his/her Compliance Report, a statement in writing, signed by

an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p.230]



**FEDERAL REQUIREMENTS: FR-04**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (i) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance

with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the

minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically

ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member

and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security

number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

**FEDERAL REQUIREMENTS: FR-05**

**COPELAND "ANTI-KICKBACK" ACT – 18 U.S.C. 874 / 40 U.S.C. 276c / 29 CFR Part 3**

**Compliance with Copeland Act requirements. The Contractor shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.**

**TITLE 18 USC 874**

**Sec. 874. Kickbacks from public works employees**

"Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

**TITLE 40, U.S.C. (as amended)**

**Sec. 276c, Regulations governing contractors and subcontractors**

"The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements."

*Reorganization Plan No. 14 of 1950* (15 F.R. 3176, 64 Stat. 1267, 5 U.S.C. 133z note):

"In order to assure coordination of administration and consistency of enforcement of the labor standards provision of each of the [foregoing and other enumerated] Acts by the Federal agencies responsible for the administration thereof, the Secretary of Labor shall prescribe appropriate standards, regulations, and procedures, which shall be observed by these agencies, and cause to be made by the Department of Labor such investigations, with respect to compliance with and enforcement of such labor standards, as he deems desirable, ..."

## **FEDERAL REQUIREMENTS: FR-06**

### **FEDERAL LABOR STANDARDS PROVISIONS (HUD 4010)**

#### **DAVIS - BACON REQUIREMENTS**

**Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference.**

For additional information regarding Labor Rates, please go to the following official website of the United States government:

[www.SAM.gov](http://www.SAM.gov)

#### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. (i) Minimum Wages** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the



work in a prominent and accessible place where it can easily be seen by the workers.

**(ii) (a)** Any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 12150140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and

wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under CFR 5.5(a) (3) (i) above and that such information is correct and complete;

**(2)** That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under paragraph A.3.(i) available for inspection, copying or transcription by authorized representatives of HUD or its designee, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make

them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by

formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## **5. Compliance with Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded. Government contracts by virtue of section 3(a)

of the Davis- Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CF Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. Criminal 1001. Additionally, U.S. Criminal Code Section 1 01 0, Title 18, U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C, "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ..... influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discrimination against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **WAGE RATES**

"General Decision Number: TX20210007 01/01/2021

Superseded General Decision Number: TX20200007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/01/2021       |

\* SUTX2011-006 08/03/2011

|   | Rates    | Fringes |
|---|----------|---------|
| CEMENT MASON/CONCRETE<br>FINISHER (Paving and<br>Structures)..... | \$ 12.56 |         |
| ELECTRICIAN.....  | \$ 26.35 |         |
| FORM BUILDER/FORM SETTER<br>Paving & Curb.....                    | \$ 12.94 |         |
| Structures.....   | \$ 12.87 |         |
| LABORER<br>Asphalt Raker.....                                     | \$ 12.12 |         |
| Flagger.....  | \$ 9.45  |         |
| Laborer, Common.....  | \$ 10.50 |         |
| Laborer, Utility.....   | \$ 12.27 |         |
| Pipelayer.....  | \$ 12.79 |         |
| Work Zone Barricade<br>Servicer.....                              | \$ 11.85 |         |
| PAINTER (Structures).....   | \$ 18.34 |         |
| POWER EQUIPMENT OPERATOR:<br>Agricultural Tractor.....            | \$ 12.69 |         |
| Asphalt Distributor.....  | \$ 15.55 |         |
| Asphalt Paving Machine.....                                       | \$ 14.36 |         |
| Boom Truck.....   | \$ 18.36 |         |
| Broom or Sweeper.....   | \$ 11.04 |         |
| Concrete Pavement<br>Finishing Machine.....                       | \$ 15.48 |         |
| Crane, Hydraulic 80 tons<br>or less.....                          | \$ 18.36 |         |
| Crane, Lattice Boom 80<br>tons or less.....                       | \$ 15.87 |         |
| Crane, Lattice Boom over<br>80 tons.....                          | \$ 19.38 |         |
| Crawler Tractor.....  | \$ 15.67 |         |
| Directional Drilling<br>Locator.....                              | \$ 11.67 |         |
| Directional Drilling<br>Operator.....                             | \$ 17.24 |         |
| Excavator 50,000 lbs or<br>Less.....                              | \$ 12.88 |         |
| Excavator over 50,000 lbs...                                      | \$ 17.71 |         |
| Foundation Drill, Truck<br>Mounted.....                           | \$ 16.93 |         |



|  |              |
|--|--------------|
| Front End Loader, 3 CY or<br>Less..... | \$ 13.04     |
| Front End Loader, Over 3 CY.           | \$ 13.21     |
| Loader/Backhoe.....                    | \$ 14.12     |
| Mechanic.....                          | \$ 17.10     |
| Milling Machine.....                   | \$ 14.18     |
| Motor Grader, Fine Grade....           | \$ 18.51     |
| Motor Grader, Rough.....               | \$ 14.63     |
| Pavement Marking Machine....           | \$ 19.17     |
| Reclaimer/Pulverizer.....              | \$ 12.88     |
| Roller, Asphalt.....                   | \$ 12.78     |
| Roller, Other.....                     | \$ 10.50     |
| Scraper.....                           | \$ 12.27     |
| Spreader Box.....                      | \$ 14.04     |
| Trenching Machine, Heavy....           | \$ 18.48     |
| <br>Servicer.....                      | <br>\$ 14.51 |
| <br>Steel Worker                       |              |
| Reinforcing.....                       | \$ 14.00     |
| Structural.....                        | \$ 19.29     |
| <br>TRAFFIC SIGNAL INSTALLER           |              |
| Traffic Signal/Light Pole              |              |
| Worker.....                            | \$ 16.00     |
| <br>TRUCK DRIVER                       |              |
| Lowboy-Float.....                      | \$ 15.66     |
| Off Road Hauler.....                   | \$ 11.88     |
| Single Axle.....                       | \$ 11.79     |
| Single or Tandem Axle Dump             |              |
| Truck.....                             | \$ 11.68     |
| Tandem Axle Tractor w/Semi             |              |
| Trailer.....                           | \$ 12.81     |
| <br>WELDER.....                        | <br>\$ 15.97 |
| -----                                  |              |
| ----                                   |              |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017.

If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

#### Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on
  - a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are  
final.

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END OF GENERAL DECISION

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## **FEDERAL REQUIREMENTS: FR-07**

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this paragraph and also a clause requiring the

subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(5) Health and Safety. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary.

**FEDERAL REQUIREMENTS: FR-08**

**RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the Sponsor of the Federal grant under which this contract is executed.



**FEDERAL REQUIREMENTS: FR-9**

**ACCESS TO RECORDS AND RECORD RETENTION**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**FEDERAL REQUIREMENTS: FR-10**

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

**FEDERAL REQUIREMENTS: FR-11**

**ENERGY CONSERVATION REQUIREMENTS**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**FEDERAL REQUIREMENTS: FR-12**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

The Contractor certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

**FEDERAL REQUIREMENTS: FR-13**

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**FEDERAL REQUIREMENTS: FR-14**

**DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under the award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States) including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order or products under this award.

## **FEDERAL REQUIREMENTS: FR-15**

### **PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of 6002 include procuring only items designed in guidelines of the EPA at 40 CFR 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## EXHIBIT F

Certificates of Insurance

Attached Behind This Page





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2022

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

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

|   |  |  |               |
|---|--|--|---------------|
| <b>PRODUCER</b><br>Risk Strategies<br>12801 North Central Expy. Suite 1710<br>Dallas, TX 75243                    | <b>CONTACT NAME:</b> Cameron Brown                         | <b>FAX (A/C, No):</b> (214) 503-8899                         |               |
|   | <b>PHONE (A/C, No, Ext):</b> (214) 323-4602                | <b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com |               |
| <b>INSURED</b><br>K Friese & Associates, Inc.<br>1120 S Cap of TX Hwy<br>Cityview 2, Suite 100<br>Austin TX 78746 | <b>INSURER(S) AFFORDING COVERAGE</b>                       |  | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Berkshire Hathaway Specialty Ins Company |  | 22276         |
|   | <b>INSURER B:</b> Sentinel Insurance Company Ltd           |  | 11000         |
|   | <b>INSURER C:</b> Hartford Fire Insurance Company          |  | 19682         |
|   | <b>INSURER D:</b> Travelers Indemnity Company              |  | 25658         |
|   | <b>INSURER E:</b>  |  |               |
| <b>INSURER F:</b>   |  |  |               |

**COVERAGES****CERTIFICATE NUMBER:** 66085685**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  |
|----------|---|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| C        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | <input checked="" type="checkbox"/>          | <input checked="" type="checkbox"/> | 84SBWBA7667   | 1/1/2022                | 1/1/2023                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | <input checked="" type="checkbox"/>          | <input checked="" type="checkbox"/> | 84UEGZV5448   | 1/1/2022                | 1/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000  | <input checked="" type="checkbox"/>          | <input checked="" type="checkbox"/> | 84SBWBA7667   | 1/1/2022                | 1/1/2023                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$  |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | N/A                                 | UB5P02903A    | 1/1/2022                | 1/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| A        | Professional Liability  |  | <input checked="" type="checkbox"/> | 47EPP30984103 | 1/1/2022                | 1/1/2023                | Per claim/Annual Aggregate \$5,000,000  |

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.  
Re: KFA #P21030 - Chandler Branch Tributary 3 from Eagles Nest Street to UBCWCID Dam 14 - Gap Channel.

**CERTIFICATE HOLDER**

City of Round Rock  
Attn: Federico Sanchez, P.E., CFM  
3400 Sunrise Road  
Round Rock TX 78665

**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

Cameron Brown

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ACORD 25 (2016/03)

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