

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

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

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2016 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Nine Hundred Thirty-Three Thousand Five Hundred Nineteen and 78/100 Dollars (\$933,519.78) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

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

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

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

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

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26

INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

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

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CP&Y, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

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

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

EXHIBIT B

Engineering Services

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

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

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

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

Agency abbreviations are as follows:

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

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

TASK OUTLINE

I. ROUTE AND DESIGN STUDIES

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

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

B. AGENCY COORDINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anticipated structures are:

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

(a) Hydrology

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

(b) Hydraulics

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

(c) Drainage Report

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

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

2. Dyer Creek Hydrology and Hydraulic Impact Analysis

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

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

(a) Data Collection

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

(b) Hydrology

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

(c) Hydraulics

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

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

(d) Mitigation

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

(e) Drainage Report

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

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

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

H. WATER QUALITY

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

I. LANDSCAPE ARCHITECTURE *(provided by Verdi)*

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

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

II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

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

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

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

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

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

(a) OBTAIN EXISTING ENVIRONMENTAL CONSTRAINTS DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Threatened and Endangered Species Habitat Assessment

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

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

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

3. Hazardous Materials Initial Site Assessment

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

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

4. Cultural Resources

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

(a) Cultural Resources Background Records Search

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

(b) Antiquities Permit Application

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

(c) Archaeological Survey

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

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

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

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

(d) Assumptions/Considerations

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

(e) Cultural Resources Report Preparation

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

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

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

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

1. Classification Justification Letter and CE Scope Form

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

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

2. Risk Assessments

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

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

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

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

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

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

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

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

4. CE Determination Form:

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

D. PUBLIC INVOLVEMENT

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

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

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

13. Media Outreach and Coordination

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

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

III. SURVEYING SERVICES

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

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

B. Data Collection and Property Research

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

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

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

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

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

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

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

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

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

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

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

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

H. UTILITIES

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

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

IV. PROJECT MANAGEMENT

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

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

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

EXHIBIT C

Work Schedule

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

EXHIBIT D

Fee Schedule

Attached Behind This Page

Exhibit D

Lump Sum Basis

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

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

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

Fee Schedule/Budget for CP&Y, Inc.

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for CP&Y, Inc.

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

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

Fee Schedule/Budget for CP&Y, Inc.

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

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for CP&Y, Inc.

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for CP&Y, Inc.

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

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for Cobb Fendley

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

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for HDR

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

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for KFrieese and Associates

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

Exhibit D

Lump Sum Basis

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

Expenses for KFrieese and Associates

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for Rifeline

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

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for SWCA

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

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for The Wallace Group

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

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for Transtec

Task Description	Project Manager	Senior Engineer	Design Engineer	Junior Engineer	Chief Hydrologist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$0.00	\$167.00	\$0.00	\$103.00	\$0.00	\$69.00		
<u>I. ROUTE AND DESIGN STUDIES</u>								
D Pavement Engineering								
D5 Precast concrete panel investigation		60		16		4	76	\$ 11,944.00
							76	\$ 11,944.00
I. - SUBTOTALS								
HOURS SUB-TOTALS	0	60	0	16	0	4	76	\$ 11,944.00
SUBTOTAL	\$ -	\$ 10,020.00	\$ -	\$ 1,648.00	\$ -	\$ 276.00		\$11,944.00

Exhibit D

Lump Sum Basis

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

Exhibit D

Lump Sum Basis

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

Fee Schedule/Budget for Verdi

Task Description	Project Manager						Total Labor Hours	Total Direct Labor Costs
	\$100.00							
<u>I. ROUTE AND DESIGN STUDIES</u>								
J LANDSCAPE ARCHITECTURE								
J1 Survey the project setting	3						3	\$ 300.00
J2 Meetings (three) with roadway stakeholders	8						8	\$ 800.00
J3 Determine plant pallet and hardscape finishes	10						10	\$ 1,000.00
J4 Develop landscaping and hardscaping conceptual schematic	24						24	\$ 2,400.00
J5 Prepare landscape presentation graphics for open house	21						21	\$ 2,100.00
J6 Participate in open houses (two)	10						10	\$ 1,000.00
J7 Coordinate with project engineer	2						2	\$ 200.00
							78	\$ 7,800.00
I. - SUBTOTALS								
HOURS SUB-TOTALS	78	0	0	0	0	0	78	\$ 7,800.00
SUBTOTAL	\$ 7,800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$7,800.00

Exhibit D

Lump Sum Basis

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

Expenses for Verdi

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	36	\$ 54.00
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	50	\$ 5.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80	28	\$ 50.40
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00	4	\$ 200.00
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	2	\$ 50.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 359.40

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2016

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C, No. Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:														
INSURED CP&Y, Inc. 1820 Regal Row Ste 200 Dallas TX 75235	<table border="1"> <thead> <tr> <th data-bbox="816 422 1430 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1430 422 1549 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 449 1430 480">INSURER A: XL Specialty Insurance Company</td> <td data-bbox="1430 449 1549 480">37885</td> </tr> <tr> <td data-bbox="816 480 1430 512">INSURER B: Travelers Indemnity Co of Am</td> <td data-bbox="1430 480 1549 512">25666</td> </tr> <tr> <td data-bbox="816 512 1430 543">INSURER C: Travelers Indemnity Company</td> <td data-bbox="1430 512 1549 543">25658</td> </tr> <tr> <td data-bbox="816 543 1430 575">INSURER D: Charter Oak Fire Insurance Co.</td> <td data-bbox="1430 543 1549 575">25615</td> </tr> <tr> <td data-bbox="816 575 1430 606">INSURER E: Hartford Underwriters Ins. Co.</td> <td data-bbox="1430 575 1549 606">30104</td> </tr> <tr> <td data-bbox="816 606 1430 632">INSURER F:</td> <td data-bbox="1430 606 1549 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Travelers Indemnity Co of Am	25666	INSURER C: Travelers Indemnity Company	25658	INSURER D: Charter Oak Fire Insurance Co.	25615	INSURER E: Hartford Underwriters Ins. Co.	30104	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: XL Specialty Insurance Company	37885														
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INSURER C: Travelers Indemnity Company	25658														
INSURER D: Charter Oak Fire Insurance Co.	25615														
INSURER E: Hartford Underwriters Ins. Co.	30104														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 31263

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ Severability of Int. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	PACP1951L895 Valuable Papers \$2,245,000	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y	Y	BA3865M855	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	CUP2D349003	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	46WEAL0593	1/1/2016	1/1/2017	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	Y		DPR9722698	4/1/2015	4/1/2016	Per Claim/Annual Aggregate \$ 5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies. RE: RNDR1500603.00 - Kenney Fort Boulevard (Segments 2 & 3)

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock Attn: City Manager 221 Eas Main St. Round Rock TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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