EXHIBIT
"A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: **BROWN & GAY ENGINEERS, INC.** **("Engineer")**
ADDRESS: **7000 N. Mopac, Suite 330, Austin, TX 78731**
PROJECT: **Gattis School Road Segment 6**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1
CITY SERVICES

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

ARTICLE 2
ENGINEERING SERVICES

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

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

ARTICLE 3
CONTRACT TERM

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

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

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

ARTICLE 4
COMPENSATION

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Four Hundred Eight-Two Thousand Four Hundred Thirty-Nine and 90/100 Dollars ($482,439.90) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5
METHOD OF PAYMENT

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

Gerald Pohlmeyer
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-5589
Fax Number (512) 341-3359
Email Address gpohlmeyer@roundrocktexas.gov

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

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

Erin Gonzales, PE
Project Manager
7000 N. Mopac, Suite 330
Austin, TX 78731
Telephone Number (512) 879-0425
Fax Number (512) 879-0499
Email Address egonzales@browngay.com

ARTICLE 9
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 10
SUSPENSION

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

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

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

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16
SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

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

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Erin Gonzales, PE
Project Manager
7000 N. Mopac, Suite 330
Austin, TX 78731

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

BROWN & GAY ENGINEERS, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

(1) Exhibit A City Services

(2) Exhibit B Engineering Services

(3) Exhibit C Work Schedule

(4) Exhibit D Fee Schedule

(5) Exhibit E Certificates of Insurance

EXHIBIT A

City Services

- City of Round Rock will provide digital design files for development/roadway projects to the Engineer, as needed.

- City of Round Rock will provide any records available which would assist in the completion of the project development.

- City of Round Rock will provide timely reviews and decisions necessary to maintain the project work schedule.

EXHIBIT B

Engineering Services

ROUTE AND DESIGN STUDIES (Function Code 110)

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the schematic development for the widening and reconstruction of Gattis School Road from Red Bud Lane to Via Sonoma Trail and along Red Bud Lane approximately 500' south of Gattis School Road. The project consists of reconstructing approximately 0.65 miles of the existing 4-lane roadway section to a 6-lane divided facility and adding a right turn lane on Red Bud Lane. This project involves surveying, geotechnical, environmental, public involvement, engineering analyses, and associated details necessary to produce a design schematic and 30% PS&E.

The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Round Rock criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

1. Data Collection

A. The determination of data requirements, availability, and sources will be coordinated with the City's designated PM. Once the data needs and sources are identified, the ENGINEER will contact the appropriate agencies and organizations to obtain the data. Data collection will focus on existing publically available information primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Data to be collected will include, but not be limited to:

B. "As-built plans", existing schematics, right-of-way maps, and previous corridor studies, existing channel and drainage easement data, existing traffic counts, accident data, zoning and future land use maps, available Economic Development Plans, jurisdictional boundaries, City ETJ boundaries.

C. Existing utility information and mapping obtained from a GIS database and/or provided by the City and/or utility owners. Planned infrastructure such as transmission lines and major utilities.

D. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the Corps of ENGINEERs (USACE), local municipalities and/or other governmental agencies.

E. Graphic files, plans, documents, and other data for existing and proposed improvements along corridor.

F. Photographic record of notable existing features collected during field reconnaissance from public right-of-way locations.

2. Review of Data

A. The ENGINEER will review the data collected and organize the information into design files.

3. Complete Design Summary Form

A. Design criteria shall be in accordance with the City of Round Rock criteria.

4. Route Studies

A. The ENGINEER, with input from the City, shall develop key issues and evaluation criteria to assist in evaluating alignment alternatives.

B. The ENGINEER shall review the existing schematic layout and make recommendations for improvements that fulfill the Purpose and Need of the Project, meet the design criteria, and avoid or minimize impacts to the identified constraints.

C. The ENGINEER shall revise the Route Layout and include the Preliminary Environmental Constraints Map data.

5. Geotechnical Investigations *(Corsair)*

A. Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of project limits. Attend coordination meeting.

B. Perform borings, obtaining a boring sample at 500 foot intervals to a minimum depth of 10 feet below proposed grade. Borings are estimated to consist of the following:

- 9 borings to a depth of 10 feet within the at-grade or fill areas.
- Borings shall occur within the limits of the existing roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.

C. Perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, absorption swell tests, lime-series tests, California Bearing Ratio (CBR) and sulfate content tests.

D. Develop a recommended pavement design following City of Round Rock methodology.

E. Prepare Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design.

ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT (Function Code 120) *(BGE & CD&P)*

This project is projected to be locally funded and is not on the TxDOT system; therefore, it will not be governed by National Environmental Policy Act (NEPA) requirements. Environmental compliance documentation will be prepared in TxDOT's format in case other funding sources are identified.

1. **Data Collection**

   A. Obtain and review existing and available environmental data.

   B. Create environmental inventory map.

   C. Perform field reconnaissance of project limits to identify environmental features.

2. **Environmental Compliance Documentation**

   A. Section 404 of the Clean Water Act – Delineate the boundaries of jurisdictional waters within the project limits. Based on the proposed design, it is anticipated that if jurisdictional waters are present, the project could qualify for a Nationwide Permit (NWP) #14. U.S. Army Corps of Engineers (USACE) is not anticipated. Prepare a letter report documenting compliance with NWP #14 for the project record.

   B. Endangered Species Act & Texas Parks and Wildlife Code – Prepared Biological Resources summary utilizing TxDOT standardized form to document compliance with applicable state and federal requirements. A TxDOT format will be used in the event state or federal funding becomes available for his project. U.S. Fish and Wildlife Service or Texas Parks and Wildlife Department coordination is not anticipated.

   C. Traffic Noise Modeling – Conduct a traffic noise analysis for the Build and No-Build Alternatives using the latest version of the FHWA Traffic Noise Model. Utilizing traffic data, the model will simulate existing noise levels, predicted noise levels, and evaluate if noise abatement measures are warranted to reduce traffic noise. A report and recommendation will be prepared for the City.

   D. Antiquities Code of Texas and Section 106 of the National Historic Preservation Act – Prepare a letter report for coordination with the Texas Historical Commission to determine if further studies are warranted.

3. **Public Involvement**

   A. The ENGINEER will provide general public outreach and engagement throughout the project. A database will be developed which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. ENGINEER will identify and reach out to key stakeholders that may be interested and will collect email addresses for email updates. We will arrange and attend meetings with stakeholders and respond to questions and comments in a timely manner. Project materials such as maps and handouts will be developed and shared with stakeholders. Finally, email updates will be sent out to keep the public updated on the project progress.

   B. Public Meetings. The ENGINEER will plan, schedule, conduct and facilitate two (2) public meetings to share project information with and collect feedback from citizens and stakeholders as determined by the City and the team throughout the project. The first meeting will be held at the beginning of the project and the second after design is underway. It is anticipated that all public meetings will be held in public facilities or a church near the project limits. Tasks may include, but not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by

distributing meeting information and coordinating with attendees; holding and participating in meeting rehearsals; and facilitating meetings. The ENGINEER will develop meetings materials and provide Spanish translation as needed.

C. Conduct up to 5 one-on-one meetings with key stakeholders.

D. Conduct up to 4 community meetings with home owners associations and other groups.

4. Deliverables:

A. Maintain a database throughout the project in Excel format

B. Arrange, attend, and document meetings and communications with stakeholders

C. Provide final electronic copies of materials

D. Provide 6 Email updates (outside of meeting notices)

E. Coordinate meeting announcements such as letters, email notices, signage, media releases, posting, etc.

F. Arrange meeting location and facility preparation

G. Provide experienced meeting facilitator

H. Develop meeting materials and signage

I. Provide summary report of each meeting

5. **Environmental Exclusions –** In addition to the items previously described within this section, the following tasks are <u>not</u> covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

A. Preparation of TxDOT Scoping Documents and coordination with TxDOT Austin District.

B. Formal Section 10(a) Endangered Species Act (ESA) consultation, including preparation of a stand-alone Biological Assessment or completion of HCP coordination;

C. Presence/absence surveys for karst features or endangered species;

D. Work extending beyond the specified limits of the project at the time of this work order;

E. Noise workshops;

F. Archeological Study;

G. Public Hearing;

H. Hazardous materials Phase I & Phase II ESAs;

I. Preparation of a USACE 404 permit; or

J. Reconnaissance or intensive historic structures surveys.

RIGHT OF WAY DATA (Function Code 130)

1. Utility Coordination (Halff Associates, Inc.)

A. The Engineer shall perform all Subsurface Utility Engineering (SUE), Utility Coordination, and Utility Engineering services for approximately twelve (12) utilities as listed below:
Underground

- AT&T – Telephone
- AT&T – Fiber Optic Cable
- Grande Communications – Fiber Optic Cable
- Round Rock ISD – Fiber Optic Cable
- City of Round Rock – Water
- City of Round Rock – Wastewater
- City of Round Rock – Lighting/traffic signal
- Time Warner Cable – Cable TV
- Atmos Energy – Gas
- Oncor Electric Delivery – Electric
- Manville WSC – Water
- Windermere Utility Co. - Wastewater

B. The work to be performed by the Engineer under this contract shall consist of providing engineering services required for SUE, Utility Coordination and Utility Engineering on the Gattis School Road Project. The existing utility file will be referenced into the current roadway design sheets to create a test hole location work plan. Based on the review of existing utilities and proposed roadway design sheets, approximately 20 test holes will be required. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the City of Round Rock.

C. These services include SUE, utility adjustment coordination activities including but not limited to, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, reviewing conflicts between the utilities and the proposed project, and creation of a utility conflict list. The above list of services is general in nature and should not be considered inclusive to the engineer's responsibilities, as listed in the following scope.

D. **Subsurface Utility Engineering (SUE)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Quality Levels as follows.

i. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
   a. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
   b. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is combined with surveyed surface-visible features (performed by surveyor). Includes Quality Level D information. If there are variances in the designated work area of Level D

then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

c. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

d. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes. Actual locations are tied to survey control (performed by surveyor). Incorporates quality levels B, C and D information to produce Quality Level A.

ii. Designate (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

The UC shall:

a. As requested by the City, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.

c. Designate, record and mark the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated. A non-water base paint, utilizing the American Public Works Association (APWA) color code scheme, must be used on all surface markings of underground utilities **(40,000 LF of utilities anticipated as follows: 23,000 LF of AT&T telephone and fiber optic cable, 500 LF of Grande fiber optic cable, 4,000 LF of City water, 2,000 LF of City wastewater, 3,500 LF of City electric, 500 LF of Time Warner cable TV, 5,000 LF of Atmos Energy gas, 500 LF of Oncor electric, 500 LF of Manville WSC water and 500 LF of Windemere wastewater)**.

d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable shall be

submitted. It is understood that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable. This information shall be provided in AutoCadd Civil 3D format. The electronic file shall be delivered on CD. A hard copy is required and must be sealed and dated by Halff.

e. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

iii. Subsurface Utility Locate (Test Hole) Service (Quality Level A) **(Up to 20 Test Holes)**. Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The Engineer shall:

a. Review requested test hole locations and advise the City of Round Rock in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.

c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.

d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

i. Elevation of top and/or bottom of utility tied to the datum of the furnished plan. (Provided by surveyor)

ii. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks. (Provided by surveyor)

iii. Elevation of existing grade over utility at test hole location. (Provided by surveyor)

iv. Horizontal location referenced to project coordinate datum. (Provided by surveyor)

v. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

vi. Utility facility material(s).

vii. Utility facility condition.

viii. Pavement thickness and type.

ix. Coating/Wrapping information and condition.

x. Unusual circumstances or field conditions.

e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, City of Round Rock, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for costs involved in the repair or replacement of the utility facility.

g. Back fill excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

h. Furnish and install a permanent above ground marker directly above center line of the utility facility.

i. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the City of Round Rock.

j. Plot utility location position information to scale.

E. **Utility Adjustment Coordination** including utility coordination meetings with individual utility companies, and communication and coordination with utilities.

i. The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Round Rock to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

a. The Utility Coordinator shall coordinate all activities with the City of Round Rock, or their designee, to facilitate the orderly progress and timely completion of the design phase. The Utility Coordinator will be responsible for the following:

b. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.

c. The Utility Coordinator shall provide the City of Round Rock and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.

d. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.
e. The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts.

F. **Utility Engineering** including the identification of utility conflicts. The Engineer shall coordinate all activities with the City of Round Rock, or their designee, to facilitate the orderly progress and timely completion of the design phase. Coordination of engineering activities include:
   i. Utility Layout: The Engineer shall maintain a utility layout in the latest version of AutoCadd Civil 3D used by the City of Round Rock. This layout shall include existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, if available, and make a determination of the following;
      a. Facilities in conflict with the proposed project that are to be relocated.
      b. Facilities to be abandoned in place.
      c. Facilities to remain in service and in place.
      d. The Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The Engineer shall coordinate this information with the City of Round Rock immediately upon discovery.
   ii. Public & Individual Meetings with Utility Companies and the City of Round Rock as required, to facilitate utility conflict identification and resolution (approximately 1 public utility meeting and 12 individual utility meetings).
      a. Progress Meetings: Meet with the City of Round Rock periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:
      b. Activities completed since the last meeting
      c. Problems encountered.
      d. Late activities.
      e. Activities required by the next progress meeting.
      f. Solutions for unresolved and/or anticipated problems.
      g. Information or items required from other agencies/consultants.
      h. Review of Utility's Proposed Adjustments
      i. Evaluate Alternatives: The Engineer will evaluate alternatives in the adjustment of utilities balancing the needs of both the City of Round Rock and the Utility.

G. Deliverables:
   i. Two (2) Existing Utility Layouts (11"x17") signed and sealed by a Texas Professional Engineer & 2 CDs-AutoCadd Civil 3D compatible containing DWG files in US feet (2D) format, .pdf format, and scanned record information in .pdf format if received from each utility

ii. Two (2) Test Hole Data Sheets signed and sealed by a Texas Professional Engineer & 2 CDs-AutoCadd Civil 3D compatible containing DWG files in US feet (2D) format and .pdf format
iii. Utility Contact List
iv. Potential Conflict Analysis Spreadsheet
v. Meeting minutes (delivered electronically)

PROJECT MANAGEMENT (Function Code 145)

1. Meetings

A. Attend and document Progress Meetings at the City of Round Rock office. Assume four meetings shall be required.

2. General Contract Administration

A. Develop monthly invoices and progress reports.

B. Subconsultant coordination.

C. Design coordination with the City of Round Rock.

FIELD SURVEYING (Function Code 150) (Inland Geodetics)

1. General

A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.

B. Survey field notes will be submitted if requested by the City of Round Rock.

C. The City of Round Rock will assist in obtaining right-of-entry agreements with property owners for the required field surveys (short of litigation). Surveyor will make initial contacts with property owners for right-of-entry.

2. Topographic Surveys for Engineering Design and Hydraulic analysis

A. Inland Geodetics will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.

B. Vertical control will be established via differential level loops from known project control recovered in Item 50.2.1. A vertical benchmark system will be perpetuated at approximate 1000 foot intervals for future reference on the plans and maintained to construction, if necessary.

C. Survey files with previously obtained project data will be compared to and merged with survey files generated through this proposal. In areas of uncertainty and/or

limited topographic information, additional data will be collected as directed by the project engineer.

D. Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks. Individual roadway cross sections will be taken at intervals not to exceed 100 feet.

E. Channel cross sections will be provided from the upstream face of the existing drainage structures (4-8 sections each) to approximately 200 feet upstream and downstream. The sections will indicate any ground breaks, top of banks, toe of slopes, water surface elevations, normal high water surface elevations (if discernible), etc. that define the actual contour of the section and the overbank area.

F. A stream alignment and profile extending the entire limits of the channel cross sections described above will be developed from the channel cross section information.

G. A profile of the feature's deck (the uppermost surface) and the low chord will be provided.

H. Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing drainage features.

I. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.

J. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD.

K. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant.

L. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.

M. Surveyed data will be provided in an AutoCadd Civil 3D .dwg (V8) compatible two dimensional base map format. The survey shot point attributes will appear on separate levels.

N. A Digital Terrain Model (DTM) will be provided in an AutoCadd Civil 3D .dwg (V8) GEOPAK compatible three-dimensional format.

3. Boundary Surveys

A. Perform sufficient property records research to obtain current ownership and deed information of affected properties. Surveyor will prepare an individual survey plat and metes and bounds description for each parcel (18 estimated) of land to be

acquired for this project. Surveyor will set appropriate monuments in the field as shown in Survey plat and description for each acquired parcel.

4. Utilities

A. Field surveys will locate horizontally crossings of power lines, telephone/cable lines, water lines, and pipe lines. (Visible only)

B. Location of visible existing utilities will be shown on the 2D files using field marked information designated by the utility companies and from surface evidence surveyed on the ground.

ROADWAY DESIGN CONTROLS (Function Code 160)

1. Schematic Development

Perform the following items for the project:

A. **Geometric Design** – Revise the horizontal alignment; vertical profile; pavement cross slopes; front slope, back slope, and ditch configuration that meet acceptable design criteria and remain within the limits of the proposed ROW.

B. **Limits of Proposed ROW** – Analyze the cross sections associated with the desirable design criteria to determine the limits of ROW necessary to accommodate the resultant configuration. Develop an exhibit providing the ROW footprint with the desirable configuration.

C. **Design Cross Sections** - Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile in accordance with acceptable design criteria.

2. 30% PS&E

A. **Typical Sections** – Prepare existing and proposed typical sections.

B. **Plan & Profile Drawings** – Drawings to include critical basemap information, control and benchmark data, proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous improvements.

C. **Alignment Data Sheets** – Prepare horizontal and vertical alignment data sheets with the Geopak baseline descriptions.

DRAINAGE (Function Code 161)

Schematic Development & 30% PS&E

A. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and hydraulics. This shall include topographic working drawings to prepare the preliminary drainage design.

B. Develop storm water hydrology for the existing and ultimate roadway section throughout the limits of the project. The model shall incorporate the 10%, 4% and 1% annual chance storm (10-year, 25-year, and 100-year) events. Modeling shall develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed, drainage infrastructure shall be designed in a preliminary format for the project area. The level of detail shall be sufficient to establish cost estimates and required easements and possession and use agreements for the construction of the proposed drainage structures and channel improvements.

C. Develop preliminary designs for all cross drainage structures throughout the project limits. The cross drainage shall be modeled with HEC-RAS.

D. Develop preliminary designs for proposed storm water collection systems for the proposed curb-and-gutter portion of the project area. Storm sewer designs shall be developed using Geopak Drainage.

E. Determine potential utility conflicts based on preliminary design for the project area.

F. Develop preliminary drainage easement requirements for the project area.

G. Develop preliminary locations for detention facilities.

H. Coordinate the preliminary design with the City of Round Rock. Comments and direction shall be incorporated into final designs.

MISCELLANEOUS (ROADWAY) (Function Code 163)

Schematic Development & 30% PS&E

A. **Traffic Control Plans (TCP) –** Prepare preliminary Sequence of Phased Construction. Prepare TCP cross sections to identify temporary pavement needs. Identify impacts to existing drainage. Prepare preliminary plan for temporary signals. All TCP will be presented on roll plots.

B. **Miscellaneous Drawings** – Prepare Title Sheet and Project Layout.

C. **Cost Estimates** – Prepare construction cost estimate.

EXHIBIT C

Work Schedule

DATE*	MILESTONE
March 1, 2016	Notice to Proceed
March 14, 2016	Obtain design files from City for review
March 21-May 20, 2016	Topographic Survey
March 21, 2016	Initiate Environmental Clearance Process
March 21, 2016	Initiate Utility Coordination
May 16-20, 2016	Public Meeting
May 20-Oct 14, 2016	Stakeholder Coordination
Aug 19, 2016	Submit Preliminary Schematic
Sept 6-19, 2016	Incorporate City Comments
Oct 10-14, 2016	Public Meeting
Nov 18, 2016	Submit Final Schematic
Dec 9, 2016	Begin ROW Acquisition

***Dates are subject to change as development progresses.**

EXHIBIT D

Fee Schedule

FC	DESCRIPTION	BGE	CD&P	Corsair	Halff	Inland	TOTAL
FC 110	ROUTE AND DESIGN STUDIES	$16,080.00		$21,206.00			$37,286.00
FC 120	ENVIRONMENTAL	$60,788.00	$ 17,220.00				$78,008.00
FC 130	ROW	$5,976.00			$87,300.00		$93,276.00
FC 145	GENERAL MANAGEMENT / COORDINATION	$8,760.00					$8,760.00
FC 150	FIELD SURVEYING AND PHOTOGRAMMERTRY					$132,406.00	$132,406.00
FC 160	ROADWAY DESIGN CONTROLS	$45,607.00					$45,607.00
FC 161	DRAINAGE	$50,704.00					$50,704.00
FC 163	MISCELLANEOUS ROADWAY	$33,938.00					$33,938.00
	EXPENSES	$1,203.50	$1,001.40			$ 250.00	$2,454.90
	TOTAL	$223,056.50	$18,221.40	$21,206.00	$87,300.00	$132,656.00	**$482,439.90**

BROWN GAY ENGINEERS, INC. **EXHIBIT D - FEE SCHEDULE**

PROJECT NAME: GATTIS SCHOOL RD

FROM RED BUD LN TO VIA SONOMA TRL

TASK DESCRIPTION		Senior Project Mgr	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
FC 110	**ROUTE AND DESIGN STUDIES**										**$16,080.00**
	Data collection		8	8		8					$3,376.00
	Review of data		8	8							$2,496.00
	Complete design summary form		4	12							$2,352.00
	Route studies	6	8	16		16					$6,710.00
	Geotechnical investigations	2	4								$1,146.00
FC 120	**ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT**										**$60,788.00**
	Data collection							8	40		$6,760.00
	Environmental compliance documentation										
	Section 404 of the Clean Water Act							16	40		$8,320.00
	Endangered Species Act & Texas Parks & Wildlife Code							16	40		$8,320.00
	Traffic noise modeling							24	120		$20,280.00
	Antiquities Code of Texas and Section 106							8	32		$5,720.00
	Public involvement										
	General public outreach		8					4			$2,172.00
	Public meetings	4	8					4			$3,072.00
	1 on 1 meetings with key stakeholders	4	8					4			$3,072.00
	Community meetings with HOAs	4	8					4			$3,072.00
FC 130	**RIGHT OF WAY DATA**										**$5,976.00**
	Utility coordination	8	24								$5,976.00
FC 145	**PROJECT MANAGEMENT**										**$8,760.00**
	Meetings	8	16								$4,584.00
	General contract administration		24								$4,176.00
FC 160	**ROADWAY DESIGN CONTROLS**										**$45,607.00**
	Schematic Development										
	Geometric design	2	20	36	20	24					$13,738.00
	Limits of proposed ROW	2	8	8		24					$5,586.00
	Design cross sections		12	36		48					$12,336.00
	30% PS&E										
	Typical Sections	2	6	16		16					$5,462.00
	Plan & Profile Drawings	4	8	20		20					$7,252.00
	Alginment Data Sheets	1	2			6					$1,233.00
FC 161	**DRAINAGE**										**$50,704.00**
	Incorporate all design surveys into CADD			8		8					$1,984.00
	Develop external storm water hyrdology (ex/prop)		8	16	8	8					$5,360.00
	Develop internal storm water hyrdology (ex/prop)		8	16	20	12					$7,120.00
	Develop preliminary designs for all cross drainage (ex/prop)		12	48	24	16					$13,112.00
	Develop preliminary design for proposed storm sewer (ex/prop)		12	24	36	24					$12,000.00
	Determine potential utility conflicts		2	8		12					$2,772.00
	Develop preliminary drainage easement		4	12							$2,352.00
	Develop preliminary locations for detention		6	16		8					$4,132.00
	Coordinate the preliminary design with the CoRR		6	6							$1,872.00

BROWN GAY ENGINEERS, INC. **EXHIBIT D - FEE SCHEDULE**

PROJECT NAME: GATTIS SCHOOL RD

FROM RED BUD LN TO VIA SONOMA TRL

TASK DESCRIPTION	Senior Project Mgr	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
FC 163 MISCELLANEOUS (ROADWAY)										**$33,938.00**
Traffic control plans (TCP)-Construction Narrative/Phased Construction	6	12	40		24					$11,598.00
Traffic control plans (TCP)-Cross Sections		6	24		32					$7,876.00
Traffic control plans (TCP)-Temp Signal analysis	4	8	16		8					$5,380.00
Miscellaneous Drawings	2	3			12					$2,292.00
Cost estimates		8	20		24					$6,792.00
HOURS SUB-TOTALS	59	279	414	108	350	0	88	272	0	1570
CONTRACT RATE PER HOUR	$225.00	$174.00	$138.00	$110.00	$110.00	$90.00	$195.00	$130.00	$69.00	
TOTAL LABOR COSTS	$13,275.00	$48,546.00	$57,132.00	$11,880.00	$38,500.00	$0.00	$17,160.00	$35,360.00	$0.00	$221,853.00
SUBTOTAL										**$221,853.00**

FUNCTION CODE	TOTAL COSTS	TOTAL DIRECT EXPENSE	TOTAL LABOR COSTS	Senior Project Manager	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Operator	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL MH BY FC
	$223,056.50	$1,203.50	$221,853.00	59	279	414	108	350	0	88	272	0	1570
SUBTOTAL LABOR HOURS				59	279	414	108	350	0	88	272	0	1570
SUBTOTAL LABOR EXPENSES	**$223,056.50**	**$1,203.50**	**$221,853.00**	3.8%	17.8%	26.4%	6.9%	22.3%	0.0%	5.6%	17.3%	0.0%	

OTHER DIRECT EXPENSES	QUANTITY	UNIT	RATE	
Mileage	350	mile	$ 0.56	$196.00
Photocopies (11"x17")	50	each	$ 0.10	$5.00
Photocopies B/W (11" X 17")	200	each	$ 0.20	$40.00
Photocopies Color (8 1/2" X 11")	50	each	$ 0.75	$37.50
Photocopies Color (11" X 17")	200	each	$ 1.25	$250.00
Large Format Plotting	300	SF	$ 2.25	$675.00
SUBTOTAL DIRECT EXPENSES				**$1,203.50**

SUMMARY	
TOTAL LABOR COSTS	$221,853.00
NON-SALARY (OTHER DIRECT EXPENSES)	$1,203.50
GRAND TOTAL	**$223,056.50**

CD&P **EXHIBIT D - FEE SCHEDULE**

PROJECT NAME: GATTIS SCHOOL RD

FROM RED BUD LN TO VIA SONOMA TRL

TASK DESCRIPTION	PROJECT MANAGER	GRAPHIC DESIGN	SENIOR PI SPECIALIST	PI SPECIALIST	CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)						
Attend project kick-off meeting	2					
Provide project management (5 months assumed)	5					
HOURS SUB-TOTALS	7	0	0		0	7
CONTRACT RATE PER HOUR	140	80	70	60	50	
TOTAL LABOR COSTS	$980.00	$0.00	$0.00	$0.00	$0.00	$980.00
SUBTOTAL (FC 164)						**$980.00**
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)						
Database development and maintenance			2		20	
Key stakeholder outreach, meetings, and coordination (6 meetings assumed, responses to questions and comments)	10		6			
General project materials (maps, fact sheets)	2	8	4			
Materials for county website	1	6	2		4	
Email updates (assume 4 outside of meeting notices)	2		4			
Public Meeting 1						
Logistics				3	2	
Notices (letters, email, signage)		2		4	4	
Preparation (set up, team prep, etc.)	4			4	4	
Event attendance	4			4	4	
Materials (PPT, maps, exhibits, handouts)	4	6	4		6	
Meeting Summary	1	2	4		4	
Public Meeting 2						
Logistics				3	2	
Notices (letters, email, signage)		2		4	4	
Preparation (set up, team prep, etc.)	4			4	4	
Event attendance	4			4	4	
Materials (PPT, maps, exhibits, handouts)	4	6	4		6	
Meeting Summary	1	2	4		4	
HOURS SUB-TOTALS	41	34	34	30	72	211
CONTRACT RATE PER HOUR	140	80	70	60	50	
TOTAL LABOR COSTS	$5,740.00	$2,720.00	$2,380.00	$1,800.00	$3,600.00	$16,240.00
SUBTOTAL (FC120)						**$16,240.00**

DESCRIPTION						**TOTAL COSTS BY FC**
PROJECT MANAGEMENT (FC 164)						$980.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)						$16,240.00
SUBTOTAL LABOR EXPENSES						**$17,220.00**
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**				
Air Travel		$800.00				$0.00
Mileage (# of miles) (current state rate)	360	$0.565				$203.40
Per diem		$36.00				$0.00
Hotel		$85.00				$0.00
Photocopies B/W (11 X 17)		$0.25				$0.00
White Mylar (11 X 17)		$3.00				$0.00
CD Archive		$5.00				$0.00
Photocopies Color (8.5 X 11)	200	$0.40				$80.00
Photocopies Color (11 X 17)	150	$0.80				$120.00
Venue Rental	1	$250.00				$250.00
Postage	200	$0.49				$98.00
Misc. (meeting supplies, signage, etc.)	1	$250.00				$250.00
SUBTOTAL DIRECT EXPENSES						**$1,001.40**

SUMMARY	
TOTAL COSTS	$ 17,220.00
NON-SALARY (OTHER DIRECT EXPENSES)	$1,001.40
GRAND TOTAL	**$18,221.40**

CORSAIR **EXHIBIT D - FEE SCHEDULE**

PROJECT NAME: GATTIS SCHOOL RD

FROM RED BUD LN TO VIA SONOMA TRL

Borings	Number		$	Total	
10' Pavement	9	Each	$250.00	$2,250.00	Soil/Rock drilling without TCP
30' Retaining Wall Borings	0	Each	$900.00	$-	Rock Drilling w/ TCP every 5 ft.
60' Bridge Borings	0	Each	$1,800.00	$-	Rock Drilling w/ TCP every 5 ft.
Bucket Samples	9	Each	$100.00	$900.00	
Drill Crew Mob	2	Each	$300.00	$600.00	Daily mobe/demobe from Austin
Utility Clearing and boring Staking EIT	4	Hours	$75.00	$300.00	
Field engineer EIT Logging	20	Hours	$75.00	$1,500.00	
Traffic Control - Small sized project	2	Days	$1,200.00	$2,400.00	
		Sub. Tot.		$7,950.00	
Lab					
Atterberg Limits	27	$65.00		$1,755.00	
Sieve Analyses Full Sieve with D50, D90	27	$120.00		$3,240.00	
Sulfates	9	$25.00		$225.00	
Resilent Modulus Testing	0	$775.00		0	
Soil Moisture Density relationship TXE 114-E	0	$185.00		0	
Optimum Lime/Cement Content pH TXE 121-E	3	$290.00		$870.00	
UU Triax Compression	5	$180.00		$900.00	
Compressive Strength of Rock	0	$45.00		0	
Consolidation Tests	9	$100.00		$900.00	
California Bearing ratio (CBR)	3	$400.00		$1,200.00	
Moisture Content of Soil	27	$8.00		$216.00	
		Sub Tot.		$9,306.00	
Engineering	No. Hours	Billing Rate		Total	
Project Manager	4	150		$600.00	
Project Engineer	10	110		$1,100.00	
EIT	30	75		$2,250.00	
		Sub. Total		$3,950.00	
		Grand Total		**$21,206.00**	

HALFF & ASSOCIATES

EXHIBIT D - FEE SCHEDULE

PROJECT NAME: GATTIS SCHOOL RD

FROM RED BUD LN TO VIA SONOMA TRL

TASK / DESCRIPTION		PROJECT MANAGER	SR ENGINEER	UTILITY COORDINATOR	CADD / GIS	SURVEY MANAGER RPLS	SURVEY TECH	2 MAN SURVEY CREW	SUE FIELD MANAGER	1 MAN SUE CREW	2 MAN SUE CREW	CLERICAL / ADMIN	TOTAL MAN-HOURS	LABOR CHARGES
TASK 1	**SUBSURFACE UTILITY ENGINEERING (SUE)**													
	SUE LEVEL B (40,000 lf)	4	16	8	40	4	8	40	40	40	120	2	**322**	**$39,490**
	SUE LEVEL A (20 test holes)(See below per hole)												**0**	**$25,000**
	SUBTOTAL HOURS/COSTS	**4**	**16**	**8**	**40**	**4**	**8**	**40**	**40**	**40**	**120**	**2**	**322**	**$64,490**
TASK 2	**UTILITY ADJUSTMENT COORDINATION**												**0**	**$0**
	MEETINGS/COORDINATION	4	12	12								2	**30**	**$4,770**
	SUBTOTAL HOURS/COSTS	**4**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**30**	**$4,770**
TASK 3	**UTILITY ENGINEERING**													
	EXISTING UTILITY LAYOUT/CONFLICT ANALYSIS	4	16	24	16								**60**	**$8,500**
	MEETINGS (1 public, up to 12 individual)	8	24	24								4	**60**	**$9,540**
	SUBTOTAL HOURS/COSTS	**12**	**40**	**48**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**120**	**$18,040**
FEE SUMMARY													**0**	
TASK 1	**SUBSURFACE UTILITY ENGINEERING (SUE)**	4	16	8	40	4	8	40	40	40	120	2	**322**	**$64,490**
TASK 2	**UTILITY ADJUSTMENT COORDINATION**	4	12	12	0	0	0	0	0	0	0	2	**30**	**$4,770**
TASK 3	**UTILITY ENGINEERING**	12	40	48	16	0	0	0	0	0	0	4	**120**	**$18,040**
TOTAL HOURS		**20**	**68**	**68**	**56**	**4**	**8**	**40**	**40**	**40**	**120**	**8**	**472**	
RATES ($)		$185.00	$175.00	$150.00	$85.00	$175.00	$90.00	$140.00	$115.00	$70.00	$140.00	$65.00		
BASE SALARIES & REIMB'S TOTAL		$3,700	$11,900	$10,200	$4,760	$700	$720	$5,600	$4,600	$2,800	$16,800	$520		**$87,300**

SUE Level A (EA)			$0
0.00 ft to 3.50 ft		$1,000.00	$0
Over 3.50 ft to 10.00 ft	20	$1,250.00	$25,000
Over 10.00 ft to 15.00 ft		$1,500.00	$0
Over 15.00 ft to 20.00 ft		$1,800.00	$0
Over 20.00 ft		$2,250.00	$0
		Subtotal	**$25,000**

INLAND GEODETICS **EXHIBIT D - FEE SCHEDULE**

PROJECT NAME: GATTIS SCHOOL RD

FROM RED BUD LN TO VIA SONOMA TRL

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	1GPS	TECH	GPS TECH	ADMIN	TOTAL
RATE / HOUR	$138	$160	$183	$42	$136	$132	$118	$98	$98	$54	
ADMIN/MOBILIZATION					10 HRS	4 HRS		4 HRS		2 HRS	$ 2,388.00
MEETINGS					2 HRS			2 HRS			$ 468.00
QA/QC REVIEW					4 HRS	16 HRS		32 HRS		2 HRS	$ 5,900.00
PROJECT REPORTING					2 HRS						$ 272.00
ROE					4 HRS	8 HRS		2 HRS		8 HRS	$ 2,228.00
SITE VISITS (TASK 2)					2 HRS	10 HRS		4 HRS		2 HRS	$ 2,092.00
50.1 - ADMIM MOBILIZE	0 HRS	0 HRS	0 HRS	0 HRS	24 HRS	38 HRS	0 HRS	44 HRS	0 HRS	14 HRS	$ 13,348.00
PRIMARY CONTROL	16 HRS					2 HRS	4 HRS	2 HRS		2 HRS	$ 3,248.00
SECONDARY CONTROL	24 HRS	16 HRS				4 HRS	4 HRS			2 HRS	$ 6,980.00
LEVELS		16 HRS			2 HRS	2 HRS		2 HRS		1 HRS	$ 3,346.00
CORRIDOR ROUTE SURVEY FI	96 HRS				4 HRS	16 HRS	40 HRS	24 HRS		6 HRS	$ 23,300.00
HYDRAULIC CROSS SECTIONS	24 HRS					2 HRS		4 HRS		1 HRS	$ 4,022.00
DELIVERABLES					4 HRS	4 HRS		96 HRS			$ 10,480.00
GEO TECHNICAL LOCATES	4 HRS						2 HRS	2 HRS			$ 984.00
SUE LOCATES (3 TRIPS)	16 HRS						8 HRS			1 HRS	$ 3,206.00
50.2 - FIELD SURVEYING	180 HRS	32 HRS	0 HRS	0 HRS	10 HRS	30 HRS	58 HRS	130 HRS	0 HRS	13 HRS	$ 55,566.00
PROPERTY SCHEMATIC						4 HRS		24 HRS			$ 2,880.00
INITIAL BNDY FIELD SURVEY	32 HRS					18 HRS	8 HRS			6 HRS	$ 8,060.00
BOUNDARY ANALYSIS						24 HRS		16 HRS			$ 4,736.00
SECONDARY FIELD SURVEY	16 HRS					4 HRS	8 HRS				$ 3,680.00
ROW ACQ PARCEL PROD (18)					4 HRS	36 HRS		320 HRS		10 HRS	$ 37,196.00
ROW MONUMENTATION	32 HRS					4 HRS	16 HRS			2 HRS	$ 6,940.00
50.3 - ROW ACQ TASKS	80 HRS	0 HRS	0 HRS	0 HRS	4 HRS	90 HRS	32 HRS	360 HRS	0 HRS	18 HRS	$ 63,492.00
SUB-TOTAL	260 HRS	32 HRS	0 HRS	0 HRS	38 HRS	158 HRS	90 HRS	534 HRS	0 HRS	45 HRS	$ 132,406.00
REIMBURSEABLE ITEMS											$ 250.00
REIMBURSEABLE SERVICES											$ -
ESTIMATED FEE	$35,880	$5,120	$0	$0	$5,168	$20,856	$10,620	$52,332	$0	$2,430	$132,656.00

Cost Variables:		Reimburseable Services Include:		Reimburseable Fees Include:	
GPS Receivers	$15		$0.00	SUPPLIES	$250.00
Vehicle	$60		$0.00	TITLES	$0.00
ATV	$55		$0.00		
		Total:	$0.00	Total:	$250.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

Client#: 156557 BROWNGAY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2016

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

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

PRODUCER
USI Southwest
Three Memorial City
840 Gessner, Suite 600
Houston, TX 77024

CONTACT NAME: Karen Wagner
PHONE (A/C, No, Ext): 713 490-4569 FAX (A/C, No): 484-652-5160
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of	25674
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Indemnity Company of	25682
INSURER D : Lloyd's of London	AA112
INSURER E :	
INSURER F :	

INSURED
Brown and Gay Engineers, Inc.
10777 Westheimer
Suite 400
Houston, TX 77042

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PACP73875201	12/31/2015	12/31/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA3F879328	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP003F87809	12/31/2015	12/31/2016	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			XVMPUB436T9	12/31/2015	12/31/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			PFDBC1501340	09/01/2015	12/31/2016	$2,000,000 per claim $4,000,000 annl aggr.	
A	Contractors Eqiip			PACP73875201	12/31/2015	12/31/2016	Liimit: 1,129,646	

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement

that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.

The Umbrella Liability policy follows form to the underlying General Liability, Automobile and Workers Compensation policies. The Umbrella Liability coverage limits are in addition to those provided by the General Liability, Automobile and Workers Compensation policies.

The General Liability, Automobile, Workers Compensation, Umbrella Liability and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

Valuable Papers Limit: $100,000 Policy Limit
Re: Gattis School Road