

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: KENNEDY/JENKS CONSULTANTS, INC. ("Engineer")

ADDRESS: 6300 Bridgepoint Parkway, Building 1, Suite 230, Austin, TX 78730

PROJECT: Arterial H 16-inch Waterline Extension 2018

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2018 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 all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Eighty Thousand Three Hundred Thirty-Three and No/100 Dollars, (\$180,333.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

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:

Jeff Bell
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-7076

Fax Number (512) 512-218-5536
Email Address jbell@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:

Jason Bybel, P.E.
Senior Project Manager
6300 Bridgepoint Parkway, Building 1, Suite 230
Austin, TX 78730
Telephone Number (512) 852-3021
Fax Number N/A
Email Address JasonBybel@kennedyjenks.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 reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

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 reimbursement of reasonable attorney's 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:

Jason Bybel, P.E.
Senior Project Manager
6300 Bridgepoint Parkway, Building 1, Suite 230
Austin, TX 78730

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: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

KENNEDY/JENKS CONSULTANTS, 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 professional engineering services for the City of Round Rock (City) include preparation of the design, bidding and engineering services during construction of approximately 4,850 LF of 12- inch and 16-inch **HOPE** waterline along the north side of Arterial H (E. New Hope Dr.) from an existing 16-inch waterline west of Massey Way to a proposed Georgetown interconnection at Flowstone Lane.

The City of Round Rock will provide the following services:

- Original as-builts or record drawings of surrounding infrastructure including, but not limited to:
 - Arterial H East Phase 1
 - Arterial **H** East Phase 2
 - Highlands at Mayfield Ranch Offsite Utilities
 - Other Existing Water and Wastewater infrastructure
- Water model results of pipe pressures/pressure planes near the proposed connections
- Facilitate meeting with City of Georgetown Utilities regarding proposed interconnect vault location and termination/connection to City of Georgetown infrastructure.
- Provide preferences for interconnect and associated vault
- Conduct public outreach and coordination with surrounding land owners
- Coordinate rights of entry/access for survey and data collection
- Prepare, coordinate, and obtain permits (if required)
- City will provide adjudicated and consolidated review comments in a matrix format on Kennedy/Jenks deliverables within 10 working days of receipt of deliverable.
- Utilize Kennedy/Jenks special specifications in conjunction with City of Round Rock standard specifications and contract documents to generate Project Manual
- Advertise for construction of Arterial H Water Line Extension
- Coordinate and distribute bidder questions and addenda
- Facilitate Bid Opening
- Prepare Notice of Award
- Coordinate contract documents with Contractor
- Facilitate Pre-Construction Meeting
- Facilitate Construction Progress Meetings
- Prepare construction meeting agendas
- Conduct construction inspection
- Review and verify Contractor progress pay applications
- Coordinate 3rd party materials testing and special inspections (if required)

EXHIBIT B

Engineering Services

The professional engineering services for the City of Round Rock (City) include preparation of the design, bidding and engineering services during construction of approximately 4,850 LF of 12-inch and 16-inch HOPE waterline along the north side of Arterial H (E. New Hope Dr.) from an existing 16-inch waterline west of Massey Way to a proposed Georgetown interconnection at Flowstone Lane.

Background

The City wishes to install approximately 2,800 LF of new 16-inch HOPE waterline and 2,200 LF of 12-inch HOPE waterline connection to the WWSP water transmission pipeline along the newly designed and constructed Arterial H. The waterline will connect to an existing 16-inch waterline located west of Massey Way, include two (2) connections to the south, and terminate in an interconnection to Georgetown water system to the north. The first connection to the Round Rock system is a 12-inch connection at Mayfield Ranch Blvd. The second connection to the Round Rock system is an 8-inch connection to the south at Flowstone Lane. The third connection is a connection to the Georgetown water system, which will serve as an emergency interconnection to the north along Flowstone Lane. The emergency interconnection will involve a valve vault placed within an easement along Flowstone Lane. Additionally, along the west side of the project, the proposed 16-inch waterline will parallel an existing 12-inch waterline with connections to the distribution system located north of Arterial H at Sapphire Ct. and Crest Lane. These crossings will not be tied into the existing system and shall not be disturbed during construction. The project will utilize the conceptual design provided by the City, geotechnical data acquired for the construction of Arterial H, as-built/record drawing/design information provided by Randall Jones and Associates, and acquire survey data collected through this proposed scope of work (SOW) as the basis of design.

Scope of Work

The proposed SOW is based on Kennedy/Jenks' current understanding of the requirements. Kennedy/Jenks will perform the following services:

Task 1: Project Management & QA/QC

This task includes project management and Quality Assurance and Quality Control (QA/QC) activities.

Task 1.1 - Project Set-Up

Kennedy/Jenks shall set up the project within Kennedy/Jenks' accounting and filing system, issue a Project Initiation Plan to the Kennedy/Jenks design team, outlining the scope and budget, and finalize a baseline schedule.

Task 1.2 - Project Management and Administration

Kennedy/Jenks shall provide project management services to execute the design work. This will consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City. Invoices will be prepared and submitted

electronically on a monthly basis, accompanied by a bullet list of completed and upcoming project activities.

Deliverables:

1. Monthly invoices and activity summary (Adobe format).

Task 1.3 - Quality Assurance and Quality Control

Each deliverable will receive a Quality Control review prior to submission to the City from a Senior Kennedy/Jenks engineer, not directly associated with the project, so that it is an independent review.

Task 1.4 - Meetings

Kennedy/Jenks will prepare for and participate in the meetings indicated below at the Round Rock Utilities and Environmental Services office. The meetings are anticipated to have a 1.0-hour duration and will be attended by up to 2 Kennedy/Jenks staff.

1. Kick-off meeting
2. 60% Design Review meeting
3. 100% Design Review meeting

Task 2 - Field Investigations and Reports

The field investigations and reports phase consists of the following tasks:

Task 2.1 - Geotechnical Report

Kennedy/Jenks shall review existing Geotechnical Reports (provided by the City) that were previously prepared for the purpose of the Arterial H roadway project. If the soils report indicates any issues of concern or a need for additional testing, further testing would be considered additional services.

Task 2.2 - Topographic/Boundary Survey & Initial Site Visit

Kennedy/Jenks, through the services of a subconsultant (Inland Geodetics, LLC or Inland), shall conduct a topographic survey of the existing Arterial H roadway corridor, areas along Mayfield Ranch Blvd and Flowstone Lane for proposed connection points/interconnections (approximately 5,000 LF). Inland will establish and/or recover survey datum control and establish additional benchmark locations at approximately 800-foot intervals.

Topographic features to be collected consist of the following:

- Centerline of road and edge of pavement;
- Back of curbs, driveways, and sidewalks;
- Visible utilities along with utility owner located utility markings;
- Drainage structures and other hard surfaced improvements within the defined areas;
- Trees that are 8 inches or more in diameter (DBH) within the right-of-way (ROW) and alignment corridor; and,
- Grade breaks, flowlines of watercourses, and other significant features

A property ownership schematic generated from property records shall be developed for all properties that abut the limits of the project area. Inland will perform sufficient boundary analysis to prepare easement acquisition deliverables for one permanent easement and one temporary construction easement for the emergency interconnection vault and associated waterlines.

Kennedy/Jenks shall perform a survey verification walk-through to confirm features are identified.

Work Product:

1. AutoCAD Civil 3D file with breaklines, XML, tin file, and ASCII point files;
2. A DTM file will also be generated at 1.0 foot contour intervals;
3. A list of benchmarks and project control coordinates;
4. One easement acquisition document for a permanent easement; and,
5. One easement acquisition document for a temporary construction easement.

Task 3 - 30% Design

Task 3.1 - 30% Design Schematic

Design will proceed based on information provided by the City, including:

- survey
- record drawings
- roadway design files
- proposed pipeline alignment
- pipe sizes
- connection locations

Kennedy/Jenks shall combine and assemble the collected data into one file and prepare a design schematic (1"=100' scale) detailing the planned route alignment (horizontal only), connection points, and emergency interconnection layout.

Drawings will be prepared using AutoCAD format. Drawings will be set up with 22" x 34" format for reduction to half-scale 11" x 17" size for submittal and bidding purposes. Kennedy/Jenks shall also develop responses to comments received from the City's review of the 30% design schematic.

Deliverables:

1. 30% Design Schematic (Adobe pdf format).

Task 3.2 - 30% Design Opinion of Probable Construction Cost

Kennedy/Jenks shall perform quantity take-offs from the 30% design schematic and prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the 30% design. The OPCC will be a Class 4 estimate in accordance with MCE International.

Deliverables:

1. Class 4 OPCC (Adobe pdf format).

Task 4 - 60% Design

Task 4.1 - 60% Design Drawings

Final design will proceed based on the approved concepts and layouts established in the 30% Design Schematic and will constitute a "freeze" of the design at this point. Any significant change

in the preliminary design concept will be made only through mutual agreement between the City and Kennedy/Jenks, including applicable scope of work and budget revisions, if necessary. Kennedy/Jenks shall prepare 60% design drawings for the bidding and construction of the work from the connection west of Massey Way to the Emergency Interconnect along Flowstone Lane, which consists of approximately 2,800-feet of 16-inch HOPE pipe, 2,200-feet of 12-inch HOPE pipe, an emergency interconnection vault, and associated facilities (e.g. valves, fittings, and pipe crossings/connections).

The work associated with facilities to be designed consists of the preparation of plan and profile drawings for the pipeline (at a scale of 1" = 40' horizontal and 1" = 10' vertical), preparation of various civil standard details, erosion and sedimentation control, and the details for the emergency interconnection vault. It is assumed that the vault layouts will be based on precast concrete vaults. The drawings anticipated to be included in the Contract Documents are listed as Attachment A at the end of the SOW.

Drawings will be prepared using AutoCAD format. Drawings will be set up with 22" x 34" format for reduction to half-scale 11" x 17" size for submittal and bidding purposes. Kennedy/Jenks shall also develop responses to comments received from the City's review of the 60% design.

Deliverables:

1. 60% Design Drawings - See Attachment A (Adobe pdf formats).

Task 4.2 - 60% Design Specifications

Kennedy/Jenks shall prepare a table of contents identifying the planned technical specifications required for the work.

Deliverables:

1. 60% Design Specifications TOC (Adobe pdf format).

Task 4.3 - 60% Design Opinion of Probable Construction Cost

Kennedy/Jenks shall perform quantity take-offs from the 60% design drawings and prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the 60% design. The OPCC will be a Class 4 estimate in accordance with AACE International.

Deliverables:

1. Class 3 OPCC (Adobe pdf format).

Task 5 - 100% Design for Review

The 100% design phase consists of the following tasks:

Task 5.1 - 100% Design Drawings for Review

Kennedy/Jenks shall incorporate the responses to the comments from the 60% design review, and advance the 60% design drawings to 100% design for review, and develop additional drawings identified in Attachment A. Drawings will be prepared using AutoCAD format and set up with 22" x 34" format for reduction to half-scale 11" x 17" size for submittal and bidding purposes.

Deliverables:

1. 100% Design Drawings - See Attachment A (Adobe pdf format).

Task 5.2 - 100% Design Specifications for Review

Kennedy/Jenks shall incorporate the responses to comments on the proposed list of specifications from the 60% design review and prepare 100% design level technical specifications for review. The technical specifications shall be prepared utilizing standard City specifications and special Kennedy/Jenks' CSI format specifications, modified for the project. The City will assemble the Contract Documents and Technical Specifications.

Deliverables:

1. 100% Design Technical Specifications (Adobe pdf format).

Task 5.3 - Opinion of Probable Construction Cost

Kennedy/Jenks will update the quantity take-offs from the 60% design drawings and prepare an Engineer's Opinion of Probable Construction Cost (OPCC) for the 100% design for review. The OPCC will be a Class 2 estimate in accordance with AACE International.

Deliverables:

1. Class 2 OPCC (Adobe pdf format).

Task 6 - 100% Design (Bid Set)

The Bid Documents phase consists of the following tasks:

Task 6.1 -100% Design (Bid Set) Drawings

Kennedy/Jenks shall incorporate the responses to the comments from the 100% design review, and prepare final bid set (100% design) drawings. Drawings will be prepared using AutoCAD format and set up with 22" x 34" format for reduction to half-scale (11" x 17") size for submittal and bidding purposes. Five half-scale and one full-size (22"x34") paper copies of the drawings will be provided, and 5 paper copies of the specifications to Round Rock for their use. No hard copies will be produced for the bidders. The drawings and specifications for the contractor will be placed on Civcast for bidding.

Deliverables:

1. 100% Design Drawings - See Attachment A (AutoCAD and pdf formats).

Task 6.2 - 100% Design (Bid Set) Specifications

Kennedy/Jenks shall incorporate the responses to the comments from the 100% design review, and prepare final bid set (100% design) special specifications. The Contract Documents and associated project manual will be compiled and prepared by the City.

Deliverables:

1. 100% Design Specifications (Adobe pdf format).

Task 7 - Bid and Award Support

Task 7.1 - Respond to Questions & Preparation of Addenda

The City will issue/make available bid documents to interested bidders utilizing Civcast, no paper copies will be provided. Kennedy/Jenks shall assist the City in the preparation of technical

responses to potential bidders questions and prepare up to two (2) addenda for issuance by the City. The bidders list will be maintained via Civcast.

Deliverables:

1. Addenda (Adobe pdf format posted to Civcast).

Task 7.2 - Bid Opening, Recommendation of Award, and Conformed Documents

Kennedy/Jenks shall attend Bid Opening, review bids, and provide recommendation of award. Kennedy/Jenks will prepare conformed documents for construction purposes.

Deliverables:

1. Recommendation of Award (Adobe pdf format).
2. Conformed Construction Plans, Specifications, and Contract Documents (Adobe pdf format).

Task 8 - Construction Phase Services

Task 8.1 - Coordination Meetings and Site Visits

Kennedy/Jenks team member(s) shall attend a pre-construction meeting (assumed up to 1-hr duration) and will attend up to 3 construction meetings at the City of Round Rock's request. The City of Round Rock will prepare the agenda for all meeting. Kennedy/Jenks will prepare meeting minutes for the meetings they attend. Kennedy/Jenks shall conduct site visits in conjunction with coordination/progress meetings to observe construction work progress. It is assumed the total hours required for meetings or site visits will not exceed 8 hours by the Kennedy/Jenks PM. Additional meetings beyond what is described in the scope will be considered additional services.

Deliverables:

1. Meeting Minutes (Adobe pdf format).

Task 8.2 - Review of Technical Submittals

Kennedy/Jenks shall maintain a submittal log and review up to 12 submittals (assuming up to 5 hours total per submittal) on permanent materials and equipment for conformance with the Contract Documents. The City shall have an opportunity to review and provide comments on technical submittals prior to submittal to Contractor. Any additional submittal reviews beyond what is described in the scope will be considered additional services.

Deliverables:

1. Submittal Reviews (Adobe pdf format).

Task 8.3 - Respond to Requests for Information or Clarification

The Contractor will be required to submit Requests for Information (RFI) or Request for Change (RFC) to clarify Contract Documents. Kennedy/Jenks shall maintain an RFI/RFC log and respond to RFIs and RFCs. No sketches or revisions to the design drawings will be required. Any field changes required will only be documented in the record drawings. Unless otherwise indicated, responses will be issued within 14 calendar days. It is assumed that up to 4 RFIs and/or RFCs will be reviewed and that no more than 16 hours are associated with this effort.

Deliverables:

1. RFI Responses (Adobe pdf format).

Task 8.4 - Change Order Support

At City's request, Kennedy/Jenks shall prepare written descriptions of the scope for potential change order items that require design modifications. It is assumed that this will only be 1 change order and that this is no more than 4 hours of review.

Deliverables:

1. Change Order descriptions (Adobe pdf format).

Task 8.5 - Punchlist, Record Drawings, and Project Closeout

Kennedy/Jenks staff (1 staff member) shall participate in a 2-hour project walkthrough with the City and Contractor to assist in the preparation of the substantial completion punch list for the Contractor's action or correction prior to project closeout and final payment. Kennedy/Jenks shall review and provide written comments on the draft punch list prepared by the City.

Kennedy/Jenks shall prepare Record Drawings using the red-line marked-up Contract Drawings maintained by the Contractor. The marked-up drawings provided to Kennedy/Jenks will show modifications resulting from shop drawings, clarifications, change orders, site conditions, and other as-constructed conditions.

Deliverables:

1. Punch list comments (Word and Adobe pdf formats).
2. Record Drawings (Adobe pdf format).

Assumptions:

The project scope assumes the following:

- Project related public outreach, rights of entry/access, easements (temporary construction and permanent) and permitting will be performed by the City.
- Geotechnical investigations and the preparation of geotechnical reports are not included in this scope of work.
- City will provide adjudicated and consolidated review comments in a matrix format on Kennedy/Jenks' deliverables within 10 working days of receipt of deliverable.
- The City is responsible for payment of all fees related to permit application(s) and municipal fees.
- No additional Environmental Permitting will be required.
- Environmental evaluation and mitigation, including contaminated soils or groundwater, should they be found during excavation, is not included in this scope of work.
- Acoustical analyses/noise study is not included in this scope of work.
- A record of survey for any monuments that may be destroyed is not included in this scope of work.
- Subsurface utility engineering (SUE) investigations are not included in this scope of work.
- Only one permanent and one temporary construction easement is assumed for this project. Additional ROW/easement acquisition services shall be considered additional work and compensated through a supplemental amendment.
- No cast in place vaults which would need structural design, pre-cast vaults will be utilized.
- Meter vault will not be tied into SCADA, manual metering only and will not require an electrical connection or service.
- Traffic control and plans are not included in this scope of work.

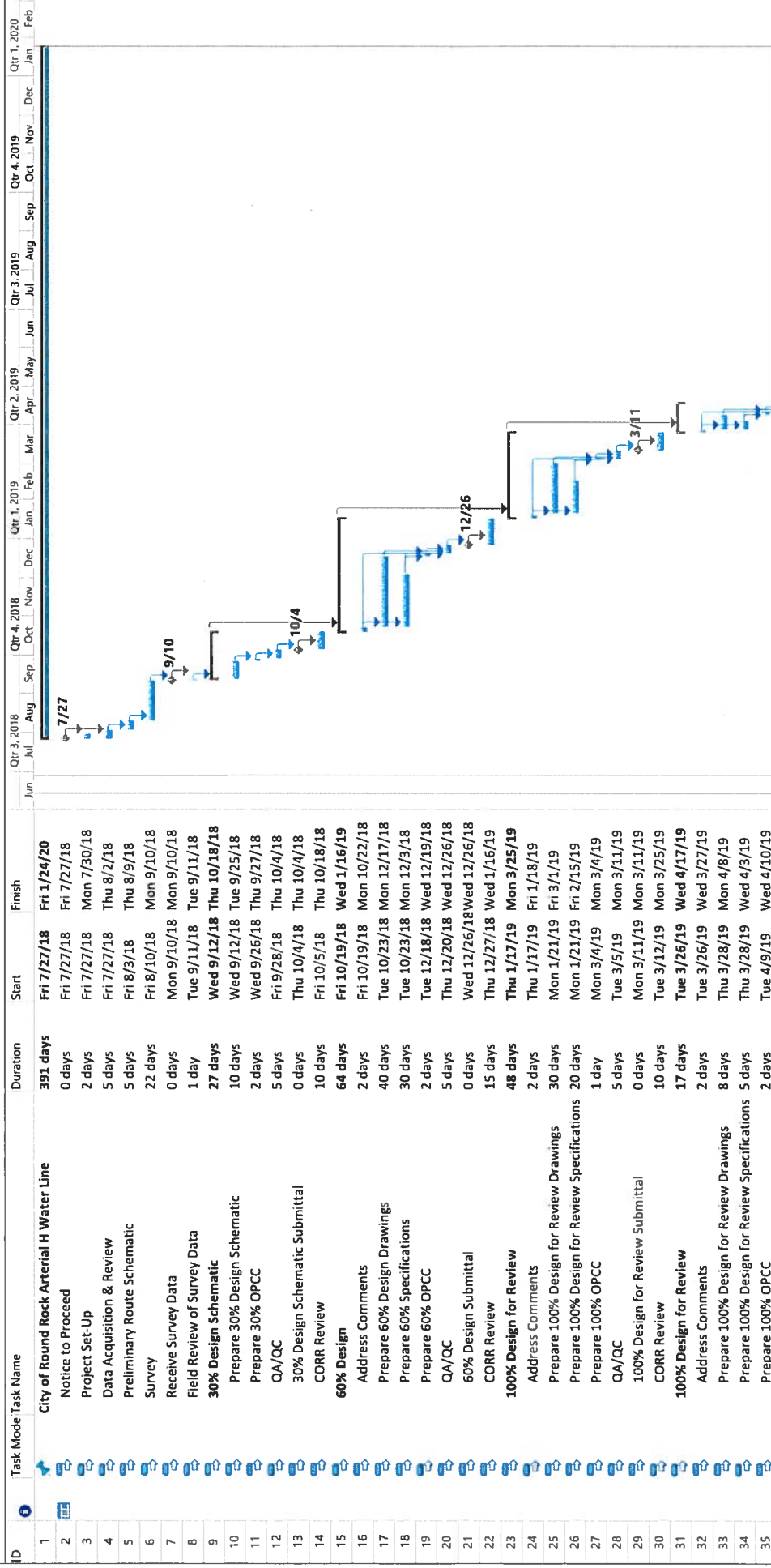
- Existing utility relocations are not included in this scope of work.
- City of Round Rock and TCEQ permits are not required, and therefore not included in the scope of work. WPAP is not required per our discussion with Kevin Smith at the TCEQ Edwards Aquifer Group.
- City will prepare and assemble project manual with inclusion of any Kennedy/Jenks special specifications.
- Shoring design is not included in this scope of work.
- Construction surveying is not included in this scope of work.
- Construction inspection is not included in this scope of work.
- Contractor progress payment review and verification is not included in this scope of work.
- Materials Testing and Special Inspection Reports are not included in this scope of work.

EXHIBIT C

Work Schedule

Attached Behind This Page

CITY OF ROUND ROCK ARTERIAL H WATER LINE EXTENSION- EXHIBIT C WORK SCHEDULE



Project: CORR Arterial H WL - C
Date: Thu 6/28/18

Task
Split
Milestone
Summary

Project Summary
Inactive Task
Inactive Milestone
Inactive Summary

Manual Task
Duration-only
Manual Summary Rollup
Manual Summary

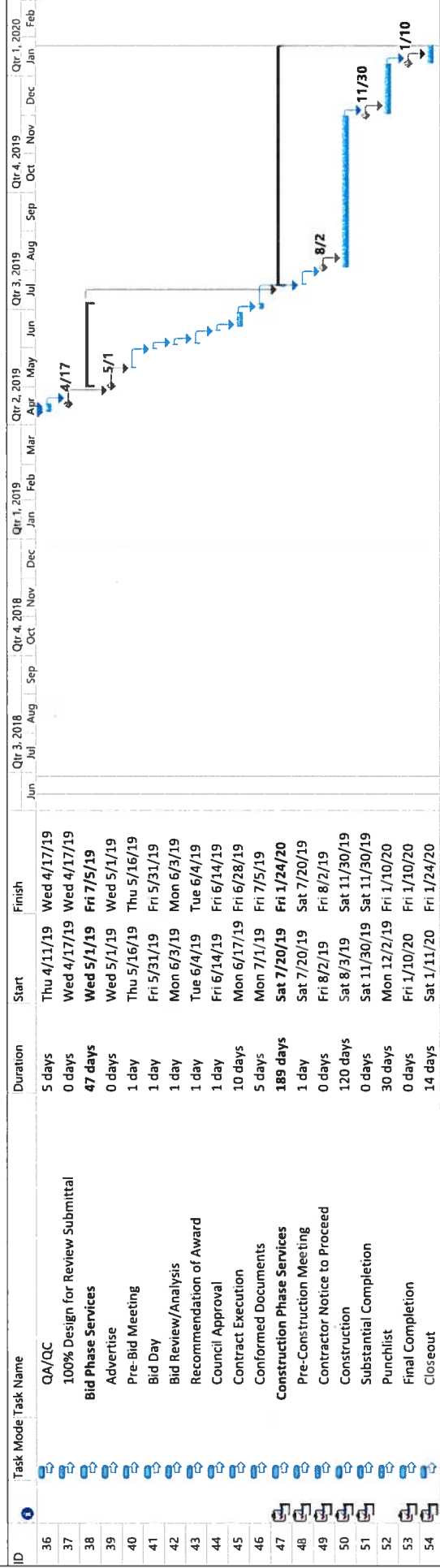
Start-only
Finish-only
External Tasks
External Milestone

Deadline
Progress
Manual Progress

CITY OF ROUND ROCK

KENNEDY/JENKS CONSULTANTS, INC.

ARTERIAL H WATER LINE EXTENSION- EXHIBIT C WORK SCHEDULE



Project: CORR Arterial H WL - C Date: Thu 6/28/18	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

EXHIBIT D

Fee Schedule

Attached Behind This Page

Proposal Fee Estimate - Exhibit D

Kennedy/Jenks Consultants

CLIENT Name: City of Round Rock
 PROJECT Description: Arterial H Waterline Extension
 Proposal/Job Number: 1845001'00 Date: 6/22/2018

January 1, 2017 Rates													
Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech
Hourly Rate:	\$250	\$240	\$210	\$185	\$175	\$160	\$140	\$130	\$120	\$155	\$130	\$120	\$110
Project Set-Up			1	4									3
Project Management and Administration		8	80										8
QA/QC		24	8										
Meetings		6	9										
Task 1 - Subtotal	0	39	101	0	0	0	0	0	0	0	0	0	11
Task 1 - Subtotal													
Task 2 - Field Investigations and Reports													
Geotechnical Report Review		4											
Topographic Survey		4											
Boundary Survey (Easements)		1											
Task 2 - Subtotal	0	0	9	0	0	0	0	0	0	0	0	0	0
Task 3 - 30% Design													
30% Design Schematic		2				4							
30% Design Opinion of Probable Construction Cost		2				4							
Task 3 - Subtotal	0	0	4	0	0	8	0	0	0	0	40	0	0
Task 4 - 60% Design													
60% Design Drawings		20				40							
60% Design Specifications		10				48							
60% Design Opinion of Probable Construction Cost		2				8							
Task 4 - Subtotal	0	0	32	0	0	96	0	0	0	0	112	0	0
Task 5 - 100% Design for Review													
100% Design Drawings for Review		20				36							
100% Design Specifications for Review		10				20							
100% Design Opinion of Probable Construction Cost		2				6							
Task 5 - Subtotal	0	0	32	0	0	62	0	0	0	0	120	0	0
Task 6 - 100% Design (Bid Set)													
100% Design (Bid Set) Drawings		4				4							
100% Design (Bid Set) Specifications		2				4							
Task 6 - Subtotal	0	0	6	0	0	8	0	0	0	0	42	0	0
Task 7 - Bid and Award Support													
Respond to Questions & Preparation of Addenda		1	4			8							
Bid Opening/Recommendation for Award, Conformed Docs		1	4			8							
Task 7 - Subtotal	0	1	8	0	0	12	0	0	0	0	40	0	0
Task 8 - Construction Phase Services													
Coordination Meetings and Site Visits (4)		8											
Review of Technical Submittals (12)		12				48							
Respond to RFIs (4)		4											
Change Order Support (1)		4											
Punchlist, Record Drawings, and Project Closeout		12											
Task 8 - Subtotal	0	0	48	0	0	48	0	0	0	0	26	0	0
All Phases Total													
	0	40	240	0	0	234	0	0	0	0	382	0	0
	0	40	240	0	0	234	0	0	0	0	382	0	0

January 1, 2017 Rates													
Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech
Hourly Rate:	\$250	\$240	\$210	\$185	\$175	\$160	\$140	\$130	\$120	\$155	\$130	\$120	\$110
Project Set-Up			1	4									3
Project Management and Administration		8	80										8
QA/QC		24	8										
Meetings		6	9										
Task 1 - Subtotal	0	39	101	0	0	0	0	0	0	0	0	0	11
Task 1 - Subtotal													
Task 2 - Field Investigations and Reports													
Geotechnical Report Review		4											
Topographic Survey		4											
Boundary Survey (Easements)		1											
Task 2 - Subtotal	0	0	9	0	0	0	0	0	0	0	0	0	0
Task 3 - 30% Design													
30% Design Schematic		2				4							
30% Design Opinion of Probable Construction Cost		2				4							
Task 3 - Subtotal	0	0	4	0	0	8	0	0	0	0	40	0	0
Task 4 - 60% Design													
60% Design Drawings		20				40							
60% Design Specifications		10				48							
60% Design Opinion of Probable Construction Cost		2				8							
Task 4 - Subtotal	0	0	32	0	0	96	0	0	0	0	112	0	0
Task 5 - 100% Design for Review													
100% Design Drawings for Review		20				36							
100% Design Specifications for Review		10				20							
100% Design Opinion of Probable Construction Cost		2				6							
Task 5 - Subtotal	0	0	32	0	0	62	0	0	0	0	120	0	0
Task 6 - 100% Design (Bid Set)													
100% Design (Bid Set) Drawings		4				4							
100% Design (Bid Set) Specifications		2				4							
Task 6 - Subtotal	0	0	6	0	0	8	0	0	0	0	42	0	0
Task 7 - Bid and Award Support													
Respond to Questions & Preparation of Addenda		1	4			8							
Bid Opening/Recommendation for Award, Conformed Docs		1	4			8							
Task 7 - Subtotal	0	1	8	0	0	12	0	0	0	0	40	0	0
Task 8 - Construction Phase Services													
Coordination Meetings and Site Visits (4)		8											
Review of Technical Submittals (12)		12				48							
Respond to RFIs (4)		4											
Change Order Support (1)		4											
Punchlist, Record Drawings, and Project Closeout		12											
Task 8 - Subtotal	0	0	48	0	0	48	0	0	0	0	26	0	0
All Phases Total													
	0	40	240	0	0	234	0	0	0	0	382	0	0
	0	40	240	0	0	234	0	0	0	0	382	0	0

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

6/22/2018

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1362167 KENNEDY/JENKS CONSULTANTS, INC. 303 SECOND STREET, SUITE 300 SOUTH SAN FRANCISCO CA 94107	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15455175 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPI/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	026154151	10/1/2017	10/1/2018	\$1,000,000 PER CLAIM \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ENGINEERING SERVICES FOR THE CITY OF ROUND ROCK, TX.

CERTIFICATE HOLDER

15455175
CITY OF ROUND ROCK
221 EAST 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