

EXHIBIT
"A"



CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: SEILER LANKES GROUP, LLC ("Engineer")
ADDRESS: 345 Cypress Creek Road, Suite 101, Cedar Park, TX 78613
PROJECT: University Boulevard – A.W. Grimes to SH 130

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 _____, 2019 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 Three Hundred Forty-Two Thousand Six Hundred Thirty-Seven and 75/100 Dollars (\$342,637.75) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

Gerald Pohlmeier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-5589
Fax Number (512) 218-5563
Email Address gpohlmeier@roundrocktexas.gov

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

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

Gerald Lankes
Chairman
345 Cypress Creek Road, Suite 101
Cedar Park, TX 78613
Telephone Number (512)785-8564
Fax Number N/A
Email Address glankes@slg-eng.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:

Gerald Lankes
Chairman
345 Cypress Creek Road, Suite 101
Cedar Park, TX 78613

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

SEILER LANKES GROUP, LLC

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock will provide necessary support services for the design of University Blvd From AW Grimes to SH 130; and furnish to the Engineer the following items/information:

1. Any pertinent existing baseline information relating to the assigned tasks.
2. Clear direction regarding staff decisions related to roadway and other design elements.
3. Timelines relating to critical submission dates.
4. Timely review and approval of submitted information.
5. Traffic data for traffic noise analysis report.

EXHIBIT B

Engineering Services

SCOPE OF SERVICES

The scope of services to be provided by the Engineer includes preparation of Plans, Specifications and Estimates, Project Letting Services and Limited Construction services. The engineering services to be performed include the updating of the existing 2014 Williamson County plans to currently available City of Round Rock and TxDOT manuals, guidelines and standards as applicable. For University Blvd. from AW Grimes to SH 130. The following will be developed/updated as required:

I SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

A. Environmental Documentation

Under this proposal, the Technical Expert shall prepare documentation that is appropriate for the proposed project. This scope of work assumes that Federal involvement and TxDOT review/coordination shall be required. Therefore, the Technical Expert shall follow the latest TxDOT Environmental Compliance Toolkits, Project Level Environmental Review and compliance Protocol (January 2009) to ensure the appropriate environmental compliance procedures are followed.

Deliverables shall consist of reports of environmental services performed in addition to a CE document, when applicable. The deliverables shall go through an internal quality review before being sent to the City and State. All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures.

1. Technical Reports

Environmental technical reports will include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. Anticipated required technical reports are listed below:

- A. Scope Development Tool
- B. CE/EA Classification Document
- C. Community Impacts Assessment Form
- D. Historic Resources Project Coordination Request (PCR)
- E. Archeological Resources Background Study
- F. Noise Analysis Technical Report
- G. Waters of the US Technical Report
- H. Biological Evaluation Form and Tier 1 Site Assessment
- I. Hazardous Materials Impact Studies (ISA)
- J. Public Meeting Summary

2. Categorical Exclusion Content and Format.

CE documentation shall meet the requirements of 23 CFR 771.117, and TAC, Title 43, Part 1, Chapter 2. The CE content shall be in sufficient detail to meet regulatory requirements for legal sufficiency and shall therefore include the following technical information:

- A. Scope Development Tool – A draft and final Scope Development Tool shall be completed for TxDOT to revise and include in ECOS.
- B. Project Classification Memo Memo – The Technical Expert shall prepare a prepare an EA/CE classification memo for submittal to TxDOT in support of the preparation of a CE.
- C. Socioeconomics – A Community Impacts Assessment Form shall include census data and documentation of potential socioeconomic, EJ, and LEP impacts.
- D. Historic Resource Identification, Evaluation and Documentation Services
 - 1. The Technical Expert shall perform non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Identification, evaluation and documentation tasks shall be completed in accordance with the provisions of the Archeology and Preservation: Secretary of the Interior's Standards and Guidelines (48 FR Parts 44716 et seq. and requirements used by those of the National Park Service, and previously published in 36 CFR Part 61 (SOI Standards)). Historic resource studies shall be performed and documented at sufficient levels to satisfy THC requirements for determining the presence of and documenting historically significant properties in the project Area of Potential Effects (APE) in accordance with 36 CFR 60 and 43 TAC, Part I, Chapter 2 and be State compliant. Performance of non-archeological historic-age resource studies shall include the following tasks as specified in a work authorization. Deliverables shall be transmitted to the City in electronic and paper formats and meet the requirements set for in TxDOT's SOUs.
 - 2. The Technical Expert shall determine the APE and the study limits of the survey area, conduct a literature review appropriate to the project area and its historic-age resources, and prepare a Project Coordination Request (PCR) checklist for non-archeological historic-age resources.
 - 3. If a Historic Resources Reconnaissance Survey (HRSR) is required, a supplemental scope and fee shall be prepared.
- E. Archeological Background Studies
 - 1. The conduct of an Archeological Background Study shall conform to current State Guidance for Background Studies, available from the State.
 - 2. The Technical Expert shall undertake the following activities and demonstrate that these activities occurred by providing supporting data to the City and State.
 - 3. Review site files at the Texas Archeological Research Laboratory (TARL) and THC to determine whether previously recorded archeological sites are present in the area to be documented. Review of the Texas Archeological Sites Atlas shall be used for THC file review unless otherwise approved by the State.
 - 4. If sites are present, consult relevant site forms and archeological reports to determine the characteristics of the sites.
 - 5. Produce a clearly reproducible map, based on the United States Geological Survey (USGS) 7.5' topographic maps, indicating areas where recorded archeological sites are present.
 - 6. Review Natural Resource Conservation Service (NRCS) soil maps, Bureau of Economic Geology (BEG) geological maps, historic maps, aerial photographs, planning documents, and USGS topographic maps to determine the general characteristics of the study area with respect to the identification of areas where preservation of archeological historic properties and SALs is likely and unlikely.
 - 7. Background studies comprise a review of existing data, including – but not limited to – the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps. Based on this review, the Technical Expert shall identify areas that require field investigation to evaluate the project's effects on archeological resources and areas in which

the proposed project would have no effect on archeological resources. The Background Study shall be produced by a professional archeologist as defined in 13 TAC 26.5(52)(B).

8. If an Archeological Survey is required, a supplemental scope and fee shall be prepared.

F. Traffic Noise Studies

1. The Technical Expert shall perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise." Noise analyses shall be performed for all alternatives.
2. The State will provide a copy of the current version of the guidelines. Upon request, the State or City will provide the Technical Expert with existing and predicted (future) traffic shall and, when available, aerial photography.
3. By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
4. Determine existing and predicted noise levels for representative receivers –by performing computer modeling of existing noise levels and predicted (future) noise levels.
5. Identify impacted receivers in accordance with the absolute and relative impact criteria.
6. Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
7. Propose noise abatement measures that are both feasible and reasonable.
8. Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.
9. If a Noise Workshop is required, this task will be completed under a separate scope and fee.

G. Impacts to Waters of the United States, including Wetlands

1. The Technical Expert shall identify all waters within the boundaries of the project area.
2. The Technical Expert shall make a preliminary determination of USACE jurisdiction. The Technical Expert shall delineate waters of the United States, including wetlands.
3. Provide documentation which shall include all field work and compilation of field documentation for wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, if appropriate, the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
4. Map the boundaries of the waters of the United States with the global positioning system per guidance from the USACE.
5. The Technical Expert shall produce a draft and final report of wetland determinations and delineations. For the purpose of this scope and fee it is assumed that a Preconstruction Notification (PCN) to the USACE shall not be required. The draft waters of the US report shall be submitted to the City and State for review and approval. In the final report, the Technical Expert shall address comments. The revised final report shall be delivered to the City within 30 days of receipt of comments from the City and State.

6. The Water Resources Technical Report shall also address: Wild and Scenic Rivers, Floodplain Impacts, and Stormwater Permits (Section 402 of the Clean Water Act).

H. Biological Evaluation Form and Tier 1 Site Assessment

The Technical Expert shall identify water body modifications and impacts to vegetation and wildlife. Studies shall fulfill the requirements of FHWA Technical Advisory T 6640.8A (1987) and Texas Administrative Code (TAC), Title 43, Part 1, Chapter 2.

1. Threatened or Endangered Species

- a. The Technical Expert shall perform surveys for habitat of protected species. This shall include: all species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12), all species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register), species listed as threatened or endangered species by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD), and species protected by the Migratory Bird Treaty Act (50 CFR 10.13).
- b. The Technical Expert shall examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR 17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents.
- c. The Technical Expert shall perform an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact must be included for all state-listed species. The determination of effect and impact must be supported by evidence and may require a detailed assessment. Any technical reports used to support the determination(s) must be referenced and provided to the City and State.
- d. The Technical Expert shall determine whether critical habitat is present in the study area and whether the Transportation Activity will affect that critical habitat.
- e. The project is located in karst invertebrate zone 4. Therefore, as recommended by USFWS, no geologic assessment or karst void survey shall be conducted.
- f. Habitat Analysis and Characterization of Project Study Area. The Technical Expert shall perform an analysis and characterization of habitat and habitat impacts for the study area. The habitat analysis shall be based on the most current State and TPWD Memorandum of Understanding with Natural Resources Agencies Between the State and TPWD (September 2013).
- g. A Biological Evaluation Form and Tier 1 Site Assessment shall be completed and supporting documentation shall be provided to TxDOT. No additional reports for impacts to biological resources is anticipated. This form includes the assessment of impacts to: Invasive Species, Beneficial Landscaping, and Farmland Impacts.

I. Initial Assessment of Hazardous Materials Impacts

The Technical Expert shall:

1. Perform a hazardous material Initial Site Assessment (ISA) for potential hazardous materials impacts. The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.

2. The performance of the hazardous materials ISA will be sufficient to satisfy the State's current toolkits for Hazardous Materials Initial Site Assessments, available from the State.
3. Determine the appropriate project-specific level of inquiry for the ISA. Consider preliminary project design and right-of-way requirements, including project excavation requirements, anticipated right of way acquisition, and the demolition or modification of structures.
4. Produce and submit to the City and State a completed ISA using the State's ISA SOU format.

J. Public Involvement

The Technical Expert shall be in responsible charge for **one Public Meeting and no Public Hearing**. City of Round Rock shall host the meeting and Technical Expert shall find and pay for the meeting location, identify adjacent land owners and notify them and local officials of the meeting, hire security and an interpreter, prepare and pay for public notices, prepare handout materials, assist with presenting the analysis results, prepare exhibits, and prepare a Public Meeting Summary, as necessary. This scope also includes the attendance of two planning meetings with City of Round Rock and/or TxDOT prior to the public meeting

K. Reference Documents

The Technical Expert shall adhere to the content of the following reference documents in the development of the assigned documentation:

1. TxDOT Guidelines
2. TxDOT Toolkits

II. SURVEYING SERVICES

- A. Collect and review available data including existing topographic and property surveys, as-built plans, proposed aesthetic details and other information necessary for plan development.
- B. Inland will recover, verify, or establish primary control monuments at strategic locations at the east and west termini of the road as inter-visible pairs (6 total) with no greater than 1500 feet between each monument. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone, 4203 (scaled to surface values). A "combined scale factor" will be derived for the total site for coordinate conversions to surface values. Vertical Datum will be GPS derived Orthometric heights and projected through the length of the project.
- C. Inland will establish a vertical control system for each project. A benchmark system will be recovered or established at no greater than 1000' intervals along the project route. Differential level lines will be conducted for establishing the elevation at each benchmark. A list of benchmarks with coordinates (to be used for locating purposes only), descriptions, and reported elevations will be included in the project deliverables.
- D. Inland will collect spot elevations and grade breaks along the project route at intervals conducive to precise DTM generation (no greater than 130 foot intervals). The data will include curbs, gutters, culverts, driveways, portions of parking areas, visible utilities and/or "one call" markings, drainage features, trees (ornamentals and/or 8" and up dbh) and any improvements within the defined area. Inland will generate a 1 foot contour interval DTM file of the project area. NOTE: reasonable attempts for measurements at silted drainage structures will be performed. Significant excavation of silt could result in seeking of additional fees for data acquisition.
- E. Inland will place a utility location request with the "One Call" system for designating of the underground utilities within the project limits (except drainage channels).
- F. Inland will utilize the data collected along the Project corridor in the Field Survey to produce an Microstation 2D, 3D, TIN, DAT, and ASCII point file. Survey field notes and supporting electronic

data will be made available upon request or as stated above. Inland will prepare a horizontal and vertical control layout exhibit which will include the benchmark system callouts. Utility contact sheets will be forwarded to the project manager.

- G. Inland will perform sufficient field and office surveying to generate 2 easement parcels within the project limits. The deliverables will be a survey plat with accompanying metes and bounds description for each parcel.

III PLANS, SPECIFICATIONS AND ESTIMATE

ROADWAY DESIGN.

Typical Sections: The Engineer shall review, update pavement structure and materials for proposed roadways. If an additional typical section is required for the reconstruction of the east bound lanes, a supplemental will be required.

Plan Preparation. The Engineer shall review, roadway plan profile sheets for the proposed improvements. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storms previously design frequencies for the length of the project. The roadway plans must consist of the types and be organized in the sequence as described in the TxDOT *PS&E Preparation manual*. Additional plan and profile sheets (not originally developed) will require a supplemental to this work authorization.

Pavement Design. The Engineer shall incorporate the approved pavement design developed by Terracon. Quantities and materials will be updated per proposed pavement structure, and additional calculations made for the east bound lanes.

Pedestrian. Pedestrian elements are not anticipated.

Driveways. The engineer shall include all new driveways, quantify and tabulate.

DRAINAGE

General:

The Engineer shall review and update the following items prepared under a previous contract as needed:

1. Review Viscaya As-builts and Drainage Study.
2. Update Cross Culvert Calculations utilizing Atlas 14.
3. Channel re-grading left ditch from 1,800' west of Viscaya to 800' east of Lunata Way.
4. Revise SW3P plans and measures from 1,800' west of Viscaya to 800' east of Lunata.
5. Update SW3P Notes

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (*SLG will be taking ownership of the signing and pavement marking sheets previously provided by Roger's Design Service (RDS)*)

1. **Signing.** The Engineer shall review, revise and prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the City, State (and other Engineers as required) for overall temporary, and final signing strategies and placement of signs outside contract limits, if necessary. The Engineer shall review, revise and perform (as necessary) the following:

- Update and revise signs at the following locations CR 110 and University, Viscaya and University and Lunata and University.

2. **Pavement Marking.** The Engineer shall update only the sheets at the following intersections CR 110 and University, Viscaya and University and Lunata and University.

3.

3. **Traffic Signals.** Noting that only a flashing beacon was designed at CR 110 under the previous contract and that, since that time, signals have been installed and new signals are anticipated, additional effort under this category is needed. The Engineer shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction.

The Engineer shall prepare signal design for the following intersections:

- University and Viscaya Pkwy; adjust existing signal to accommodate proposed west bound lanes (add two mast arms).
- University and Lunata Way; provide conduit and pull boxes for future signal.
- University and CR 110; adjust mast arms as required to accommodate proposed west bound lanes of University.

The Engineer shall provide the following information in the Traffic Signal Plans:

1. Layout

- a. Estimate and quantity sheet
 - (1) List of all bid items
 - (2) Bid item quantities
 - (3) Specification item number
 - (4) Paid item description and unit of measure
- b. Basis of estimate sheet (list of materials)
- c. General notes and specification data.
- d. Condition diagram
 - (1) Highway and intersection design features
 - (2) Roadside development
 - (3) Traffic control including illumination
- e. Plan sheet(s)
 - (1) Existing traffic control that will remain (signs and markings)
 - (2) Existing utilities
 - (3) Proposed highway improvements
 - (4) Proposed installation
 - (5) Proposed additional traffic controls
 - (6) Proposed illumination attached to signal poles.
 - (7) Proposed power pole source
- f. Notes for plan layout
- g. Phase sequence diagram(s)
 - (1) Signal locations
 - (2) Signal indications
 - (3) Phase diagram
 - (4) Signal sequence table
 - (5) Flashing operation (normal and emergency)
 - (6) Preemption operation (when applicable)
 - (7) Contact responsible Agency to obtain interval timing, cycle length and offset
- h. Construction detail sheets(s)
 - (1) Poles (State standard sheets)
 - (2) Detectors
 - (3) Pull Box and conduit layout
 - (4) Controller Foundation standard sheet
 - (5) Electrical chart

- i. Marking details (when applicable)
 - j. Aerial or underground interconnect details (when applicable)
- 2. General Requirements
 - a. Contact local utility company
 - (1) Confirm power source
 - b. Prepare governing specifications and special provisions list
 - c. Prepare project estimate
 - d. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.
- 3. Summary of Quantities
 - a. Small signs tabulation
- 4. Sign Detail Sheets
 - a. All signs except route markers
 - b. Design details for large guide signs
 - c. Dimensioning (letters, shields, borders, etc.)
 - d. Designation of shields attached to guide signs

MISCELLANEOUS ROADWAY

The Engineer shall provide the following services:

Traffic Control Plan, Detours, Sequence of Construction. The Engineer shall update Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP will be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall:

- 1. Add construction phasing for the construction of CR 110, previously constructed under traffic.
- 2. Add appropriate traffic control details as necessary to accommodate reconstruction of the eastbound lanes of University Blvd. between FM 1460 and SH 130.

Compute and Tabulate Quantities. The Engineer shall review, revise and provide the summaries and quantities within all formal submittals.

Estimate. The Engineer shall independently review, revise, develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones 60%, 95% and Final PS&E submittals. The Engineer shall review, revise, create and insert Estimate and Quantities sheets in the plans.

Specifications and General Notes. The Engineer shall update any necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall, as directed, prepare General Notes from the City of Round Rock and TxDOT District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format. The Engineer shall create and insert the General Notes sheets in to the plans.

Utility Engineering Services. The Engineer will coordinate with existing utilities, provide the City of Round Rock with a utility matrix, collect location information and coordinate design with existing utilities in the project area. Level D SUE will be utilized to confirm previous utility efforts done by (Williamson County, Cobb Fendley). Relocation and/or new utility design is not included.

IV PROJECT MANAGEMENT

1. Create and submit monthly invoices suitable for payment by the City.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. Meet with the City as required to review project progress. The Engineer shall attend up to 6 coordination meetings with the City.
4. Meet with TxDOT (Georgetown Area Office and Austin District Environmental) if required to review the status of the environmental study, discuss pending activities, and resolve any issues related to the project.
5. Prepare project meeting summaries for applicable meetings during the project development process.
6. Conduct internal meetings with the consultant design team as needed for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. Prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
8. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
9. Close out the project and perform a documented archive process.

Deliverables

- 1.1. PDF copies of the 11"x17" plans sheets, and five (5) hardcopy sets of 11" x 17" plan sets for the City of Round Rock, State District review consisting of the following:
 - In Progress Title Sheet.
 - Index of Sheets
 - Typical Sections
 - Quantity Sheets – 60%
 - Plan and Profile Sheets
 - Traffic Control Plan and Sequence of Work Sheets
 - Traffic control advance signing sheet
 - Signing and Pavement Marking Layouts (include on plan and profile sheets)
 - Alignment Data Sheet
 - Miscellaneous Roadway Details
 - All utilities (overhead and sub-surface) in plan and profiles
 - Illumination Sheets
 - SW3P sheets
 - Roadway Cross Sections.
 - 1.2. Engineer's internal QA and QC marked up set.
 - 1.3. Support Documentation
 - Estimate of Construction Cost
 - DSR Updates
 - General Notes
 - 1.4. One set of a roll format TCP phasing layouts, one .pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.
2. District Review Submittal (95%):

- 2.1. PDF Copies and five (5) hardcopy of 11" x 17" plan sheets for the City of Round Rock, State district review consisting of the following:
 - Title Sheet- Final
 - Index of Sheets – Final
 - Typical Sections – Final
 - General Notes – Final
 - Estimate And Quantity Sheet – Final
 - Consolidated Summary – Final
 - Traffic Control Plan & Sequence of Work – Final
 - Quantity Sheets - 100% quantities
 - Signing and Pavement Marking Layouts on a roll plot – Final
 - Miscellaneous Roadway Details – Final
 - Alignment Data Sheet – Final
 - Details Sheet – Final
 - Standards (including modified) – Final
 - Roadway Cross Sections
- Forms 1002 and 2229
- 2.2. List of governing Specifications and Special Provisions in addition to those required.
- 2.3. Construction Cost Estimate
- 2.4. Supporting document or items relevant to the project shown on the complete PS&E Checklist:
 - Contract time determination summary
 - Construction Schedule
 - Right-of-Way and utilities certification based upon information to be provided by TxDOT.
 - Engineer's internal QA/QC marked-up set.
 - Any other applicable supporting documents as required in the PS&E checklist.
- 2.5. Marked up general notes.
- 2.6. Plans estimate.
- 2.7. New Special Specifications and Special Provisions with Form 1814, if applicable.
- 2.8. Triple Zero Special Provisions.
- 2.9. Engineer sign, seal and date supplemental sheets (8 ½" x 11").
- 2.10. Contract time determination summary.
- 2.11. Significant project procedures form.
- 2.12. Right-of-Way and utilities certification.
- 2.13. Temporary road closure letters.
- 2.14. Construction speed zone request.
- 2.15. Engineer's internal QA and QC marked-up set.
- 2.16. Any Other applicable supporting documents as required in the PS&E checklist.
- 2.17. The level of detail of the surface and subsurface features will be at the direction of the State.
3. Final submittal (100%).
 - 3.1. One (1) original signed and sealed paper set (11"x17"), and five (5) paper sets of 11" x 17" of the final construction plans.
 - 3.2. A hard copy and electronic file of the final construction cost estimate (Microsoft Excel).
 - 3.3. A hard copy and electronic file of a sealed and signed construction workday critical path schedule in .pdf format.
 - 3.4. One (1) paper set of the final supporting documents revised from 95% review comments.
 - 3.5. Electronic copy and three (3) hard copies of final Roadway Cross Sections
 - 3.6. Electronic PDF portfolio file of the signed, sealed and dated construction plans and supporting papers (see below for file naming format).

3.7. Utility Conflict Analysis Spreadsheet

3.8. A PDF of the completed PS&E Checklist and all supporting documentation for the checklist.

Final Project Deliverables – As determined by the City, State or other reviewing agency, the final project deliverables shall be submitted after all review comments are addressed, or one month after the project has been let.

V BID AND CONSTRUCTION PHASE SERVICES

1. Coordinate with the City and TxDOT in all aspects of the Bid Package including but not limited to answering prospective bidder questions and preparing addenda as necessary.
2. Attend one pre-bid meeting.
3. Assist the City at contract bid opening.
4. Tabulate the bids, research low bidder and make a recommendation of award to the City.
5. Attend the pre-construction meeting.

University

EXHIBIT C - Work Schedule

[illegible]

EXHIBIT D

Fee Schedule

Attached Behind This Page

Contract No.
Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Route and Design Studies	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Collect and Review Data	1	2	2		4			9	\$1,401.05
Identify Corridor Issues and Constraints								0	\$0.00
Prepare Design and Project Data List/Report								0	\$0.00
Cursory Hydraulic and Hydrologic Studies								0	\$0.00
Preliminary Traffic Engineering								0	\$0.00
Preliminary Geometric Design								0	\$0.00
Develop and Evaluate Feasible Alternatives								0	\$0.00
Prepare Opinions of Probable Costs								0	\$0.00
Prepare Engineering Summary Report								0	\$0.00
Develop Recommended Preferred Alternative								0	\$0.00
Develop Design Schematic								0	\$0.00
Develop Signing Schematic								0	\$0.00
Schematic Revisions								0	\$0.00
Value Engineering Study								0	\$0.00
Presentation Preparation								0	\$0.00
Hours	1	2	2	0	4	0	0	9	\$1,401.05
Cost	\$204.32	\$408.64	\$321.07	\$0.00	\$467.02	\$0.00	\$0.00		\$1,401.05

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
Total			\$0.00

Labor	\$1,401.05
Direct Cost	\$0.00
Total	\$1,401.05

Contract No.
 Work Authorization No. 1
 University
 City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Environmental Studies	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination with Env. Sub-consultant								0	\$0.00
Meet with local officials								0	\$0.00
Prepare mailing list of property owners								0	\$0.00
Prepare exhibits for public meeting	16	16	16	16				64	\$11,208.38
Prepare for / attend public meeting		8	8					16	\$2,918.85
Prepare public meeting bound report								0	\$0.00
Prepare exhibits for public hearing								0	\$0.00
Prepare for / attend public hearing								0	\$0.00
Prepare public hearing bound report								0	\$0.00
Prepare Environmental Document								0	\$0.00
Review Environmental Document								0	\$0.00
								0	\$0.00
Hours	16	24	24	16	0	0	0	80	\$14,127.23
Cost	\$3,269.11	\$4,903.67	\$3,852.88	\$2,101.57	\$0.00	\$0.00	\$0.00		\$14,127.23

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50	64	\$96.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
Total			\$96.00

16"x48"

Labor	\$14,127.23
Direct Cost	\$96.00
Total	\$14,223.23

Contract No.
 Work Authorization No. 1
 University
 City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Right of Way Plans / Utility Coord	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants		2	2					4	\$729.71
Project Meetings			1	1				2	\$291.89
Prepare ROW Plans								0	\$0.00
Utility Coordination				80	10			90	\$11,675.40
Prepare Utility Exhibits				10	20			30	\$3,648.56
								0	\$0.00
Hours	0	2	3	91	30	0	0	126	\$16,345.56
Cost	\$0.00	\$408.64	\$481.61	\$11,952.69	\$3,502.62	\$0.00	\$0.00		\$16,345.56

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Labor	\$16,345.56
Direct Cost	\$0.00
Total	\$16,345.56

Contract No.
 Work Authorization No. 1
 University
 City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Field Surveys / Mapping	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants	1	1						2	\$408.64
Project Meetings								0	\$0.00
Field Surveying								0	\$0.00
Deliverable Preparation								0	\$0.00
Aerial Photography/Mapping								0	\$0.00
								0	\$0.00
Hours	1	1	0	0	0	0	0	2	\$408.64
Cost	\$204.32	\$204.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$408.64

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Labor	\$408.64
Direct Cost	\$0.00
Total	\$408.64

Contract No.
Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Roadway Design	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings	3	3	3		3			12	\$2,057.79
Site Investigations		3	3					6	\$1,094.57
Geometric Design and Earthwork								0	\$0.00
Roadway Plan Preparation								0	\$0.00
Review Pavement Design	2	2						4	\$817.28
								0	\$0.00
								0	\$0.00
Hours	5	8	6	0	3	0	0	22	\$3,969.64
Cost	\$1,021.60	\$1,634.56	\$963.22	\$0.00	\$350.26	\$0.00	\$0.00		\$3,969.64

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Labor	\$3,969.64
Direct Cost	\$0.00
Total	\$3,969.64

Contract No.
Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Drainage and Erosion Control	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants	4	4						8	\$1,634.56
Project Meetings	2	2	2					6	\$1,138.35
Hydrologic Studies (Existing)								0	\$0.00
Hydraulic Design (Proposed)								0	\$0.00
Hydraulic Design - Storm Sewer								0	\$0.00
Erosion Control								0	\$0.00
Prepare Hydraulic Summaries								0	\$0.00
Hydraulic Structure Design								0	\$0.00
Prepare Hydraulic Report								0	\$0.00
								0	\$0.00
Hours	6	6	2	0	0	0	0	14	\$2,772.91
Cost	\$1,225.92	\$1,225.92	\$321.07	\$0.00	\$0.00	\$0.00	\$0.00		\$2,772.91

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Labor	\$2,772.91
Direct Cost	\$0.00
Total	\$2,772.91

Contract No.
Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Signing, Markings and Signalization	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Prepare Signing, Striping and Delineation Plans	2		10			40		52	\$5,866.89
Prepare Large Sign Layouts and Details								0	\$0.00
Prepare Signal Layouts and Details	4		70	80	80	80		314	\$39,608.79
								0	\$0.00
Hours	6	0	80	80	80	120	0	366	\$45,475.68
Cost	\$1,225.92	\$0.00	\$12,842.94	\$10,507.86	\$9,340.32	\$11,558.65	\$0.00		\$45,475.68

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			
Total			\$0.00

Labor	\$45,475.68
Direct Cost	\$0.00
Total	\$45,475.68

Contract No.
Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hour	Cost
Miscellaneous Roadway	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Prepare TCP / Sequence of Construction			24	24	24			72	\$9,807.34
Prepare and submit design waiver for speed reduction	2		8		8			18	\$2,626.97
Update current title sheet			6		6			12	\$1,663.74
Update index of sheets			6		6			12	\$1,663.74
Update pavement structure/typical sections			12		12			24	\$3,327.49
Revise CR 110 P&P & Intersection Detail	1		8		16			25	\$3,356.68
Prepare Estimate / Basis of Estimate	1		6					7	\$1,167.54
Prepare Estimate 60%, 95% and Final 100%	3		18					21	\$3,502.62
Update Bid items and summary sheets	2		6		6			14	\$2,072.38
Prepare General Notes / Specifications	1		16					17	\$2,772.91
Prepare Project Manual / Letting	4		16					20	\$3,385.87
Preconstruction meeting		8	8					16	\$2,918.85
								0	\$0.00
Hours	14	8	134	24	78	0	0	258	\$38,266.12
Cost	\$2,860.47	\$1,634.56	\$21,511.92	\$3,152.36	\$9,106.81	\$0.00	\$0.00		\$38,266.12

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Ortho Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20	3330	\$666.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			
Total			\$666.00

220 sheets x 60%,95%&100% - 5 sets per submittal

Labor	\$38,266.12
Direct Cost	\$666.00
Total	\$38,932.12

Contract No.
 Work Authorization No. 1
 University
 City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hour	Cost
QAQC	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Preliminary Design (30% PS&E Review)								0	\$0.00
Preliminary Design (60% PS&E Review)	4	4		4				12	\$2,159.95
Final Design (90% PS&E Review)	4	4		4				12	\$2,159.95
Final Construction Documents (100% Review)	4	4		4				12	\$2,159.95
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
Hours	12	12	0	12	0	0	0	36	\$6,479.85
Cost	\$2,451.83	\$2,451.83	\$0.00	\$1,576.18	\$0.00	\$0.00	\$0.00		\$6,479.85

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Labor	\$6,479.85
Direct Cost	\$0.00
Total	\$6,479.85

Contract No.
 Work Authorization No. 1
 University
 City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Project Management	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants		2	2					4	\$729.71
Project Meetings	3		12					15	\$2,539.40
Meet with TxDOT and Austin District Env		12	12					24	\$4,378.28
Prepare Monthly Billings		2					12	14	\$1,319.32
Prepare Supplemental Agreements / WA's	10	6						16	\$3,269.11
Project Scheduling / Workload Management			10	10				20	\$2,918.85
								0	\$0.00
								0	\$0.00
								0	\$0.00
Hours	13	22	36	10	0	0	12	93	\$15,154.67
Cost	\$2,656.15	\$4,495.03	\$5,779.32	\$1,313.48	\$0.00	\$0.00	\$910.68		\$15,154.67

don't have an

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Labor	\$15,154.67
Direct Cost	\$0.00
Total	\$15,154.67

University Drive

FUNCTION CODE / TASK DESCRIPTION	Env Manger	Sr Env Planner	Env Planner II	Env Planner I	Sr Env Sci Sr Biologist	Env Sci II	Env Sci I Bio I Archeologist	Biologist II Sr Historian Sr Archeologist	Sr GIS Tech	GIS Tech	Technical Editor	TOTALS	TOTAL COST
Preparation of Technical Reports for open ended d-list CE													
CE/EA Assessment Form/Memo	2		16						8		2	28	
Scope Development Tool	2		16						16		4	38	
Community Impacts Assessment Form	2		24						8		2	36	
Historic Resources PCR	2		4	24				16		24	4	74	
Archaeological Resources Background Study	2						16	16	8	16	4	62	
Air Quality	2	16	2						16		4	40	
Traffic Noise Analysis	2	24				46			8			80	
Waters of the US Delineation	2				24		24		16	16	8	90	
Biological Evaluation Form and Tier 1 Site Assessment Form	4				32			32	24		8	100	
Hazardous Materials	2		24						8		4	38	
Right of Entry (up to 4 properties)	2		8							16	16	42	
Public Meeting and Meetings with the City of Round Rock	40		55						24	16	24	159	
FC170 SUBTOTAL	64	40	149	24	56	46	40	64	136	88	80	787	
TOTAL HOURS	64	40	149	24	56	46	40	64	136	88	80	787	
BASE RATE	\$ 166.00	\$ 136.00	\$ 115.00	\$ 90.00	\$ 120.00	\$ 106.50	\$ 93.00	\$ 98.00	\$ 101.00	\$ 75.00	\$ 76.00		
TOTAL DIRECT LABOR	\$ 10,624.00	\$ 5,440.00	\$ 17,135.00	\$ 2,160.00	\$ 6,720.00	\$ 4,899.00	\$ 3,720.00	\$ 6,272.00	\$ 13,736.00	\$ 6,600.00	\$ 6,080.00		\$ 83,386.00

DIRECT EXPENSES	UNIT	UNIT COST	QTY	COST	
Mileage	Mile	0.565	800	\$ 452.00	
Backhoe Rental	DAY	1,400.00	0	\$ -	assume no backhoe trenching required
Rental Truck	DAY	120.00		\$ -	
Gas for Rental Truck	DAY	20.00		\$ -	
Standard Postage	Each	0.49	160	\$ 78.40	
Photocopies B/W (8 1/2" X 11")	Each	0.10		\$ -	
Photocopies B/W (11" X 17")	Each	0.20	0	\$ -	
Photocopies Color (8 1/2" X 11")	Each	0.50	300	\$ 150.00	
Plots (Color on Bond)	SF	1.75	200	\$ 350.00	
Newspaper Advertisement	per publication	6,000.00		\$ -	
Law Enforcement/Uniform Officer (including Vehicle	Hour	50.00		\$ -	
Translator (English to Spanish) for Public Involvement	Event	500.00		\$ -	
Custodian for Public Involvement	Hour	30.00		\$ -	
Public Involvement Facility Rental	Event	1,000.00		\$ -	
Deliveries	EA	15.00		\$ -	
TOTAL EXPENSES				\$ 1,030.40	\$ 1,030.40
					TOTAL COST TASK C \$ 84,416.40

Exhibit "A"

Project: Proposed Chandler Road Widening
Location: Williamson County, Texas
Owner: City of Round Rock
Date: 2-Jan-19



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
 3000 JOE DIMAGGIO BLVD. #72
 ROUND ROCK, TX. 78665
 PH (512) 505-8953
 FIRM REG. #F-10308

Description of Work Task	Proj. Mngr	Designer / Engineer	Cadd Tech	Admin	Total Hours Per Task	Total Cost Per Task
	\$150	\$85		\$45		
Overall Drainage Area Map (Item 1)						
Review Vizcaya As-builts and Drainage Study	16	40			56	\$ 5,800
Revise Drainage Area Calculations & Map based on Visca Subdivision	10	40			50	\$ 4,900
Revise Drainage Calculations Atlas 14	11	22			50	\$ 3,520
Quality Assurance / Quality Control	8					\$ 1,200
	34	80			156	\$ 15,420
Hydraulic Data Sheets (Item 2)						
Revise Left Drainage Tables and Ditch Capacity Summary	4	24			28	\$ 2,640
Quality Assurance / Quality Control	24				24	\$ 3,600
	40	96			108	\$ 6,240
Plans, Specifications, & Estimate (Item 3):						
Revise Plan Sheet Drainage Area Maps	4	24			28	\$ 2,640
Revise Storm Water Pollution Prevention Plan (SWPPP)	2	8			10	\$ 980
Revise erosion & sedimentation control sheets	4	24			28	\$ 2,640
Revise quantity summaries	16	40			56	\$ 5,800
Quality Assurance / Quality Control	24				24	\$ 3,600
	58	144			202	\$ 15,660
General Coordination (Item 4):						
Preparation of Progress Reports	4			8	12	\$ 960
Coordination with Prime Consultant and Other Sub-Consultants	12					\$ 1,800
Coordination Meetings (Assumes Three - 2 Hour Mtgs)	6				6	\$ 900
	34	0		8	18	\$ 3,660
Agency Review and Comments (Item 5):						
Addressing Review Comments (Assumes 90% & 100% Review)	16	72		8	96	\$ 8,880
	16	72		8	96	\$ 8,880
Reimbursable Expenses (Item 6):						
All copying, purchases of maps and documents, tax certificates, deeds,					*Budge Amount	\$ 1,000
Project Summary						
Basic Service:						
1 Overall Drainage Area Map						\$ 15,420
2 Hydraulic Data Sheets						\$ 6,240
3 Plans, Specifications, & Estimate						\$ 15,660
4 General Coordination						\$ 3,660
5 Agency Review and Comments						\$ 8,880
6 Reimbursable Expenses						\$ 1,000
						\$ 50,860

Project Summary

Contract No.
Work Authorization No. 1
University
City of Round Rock

PROJECT SUMMARY

Seiler Lankes Group	\$ 144,401.35
Welts & Prete	\$ 50,860.00
Inland	\$ 32,460.00
Terracon	\$ 30,500.00
Blanton	<u>\$ 84,416.40</u>
Total	\$ 342,637.75

Contract No.
Work Authorization No. 1
University
City of Round Rock

Project Summary	
	Cost
PS&E	\$195,261.35
Geotechnical Consulting & Reporting	\$30,500.00
Topographic/Engineering Design Survey	\$32,460.00
Environmental	\$84,416.40
Cost	\$342,637.75

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2019

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 BRIA Insurance & Risk Consultants PO Box 10388 Austin TX 78766-1388		CONTACT NAME: Dee Dee Camey PHONE (A/C, No, Ext): (512) 343-1106 FAX (A/C, No): (512) 343-1864 E-MAIL ADDRESS: deedee@bria.com	
INSURED Seiler/Lankes Group, LLC C/O GERALD LANKES 901 ROUND ROCK AVE C100 ROUND ROCK TX 78681		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Hanover Insurance Company INSURER C: Beazley Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 22292	

COVERAGES **CERTIFICATE NUMBER:** CL1892802476 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			4024121743	09/14/2018	09/14/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Pkg Arch/Engr/Survey \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4024121743	09/14/2018	09/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4024410069	09/14/2018	09/14/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WHDA416295	09/14/2018	09/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY CLAIMS MADE			V248E2180101	09/14/2018	09/14/2019	PER CLAIM \$1,000,000 DEDUCTIBLE \$10,000

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

the general liability policy includes a blanket additional insured endorsement that provides for such coverage when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock City Manager
221 E Main St

Round Rock

TX 78664

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";for which the additional insured seeks coverage
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under Businessowners Liability Conditions, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

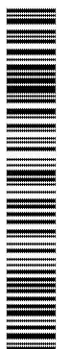
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled Transfer of Rights of Recovery Against Others to Us of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

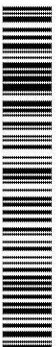
Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____