

EXHIBIT

"A"



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES
FOR 2019 ON-CALL GEOTECHNICAL ENGINEERING SERVICES
WORK AUTHORIZATION**

FIRM: RABA KISTNER, INC. ("Engineer")
ADDRESS: 8100 Cameron Road, Suite B-150, Austin, TX 78754

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into to be effective on _____, 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 a Work Schedule to be agreed upon between City and Engineer as part of the Work Authorization provided in Article 7 herein, "Work Authorization." Such Work Schedule shall contain a complete schedule so that the Engineering Services included in the Work Authorization 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. This Agreement shall be from the date hereof and shall terminate at the close of business on the 30th day of the month of April, 2021, or as otherwise terminated as provided in Article 20 entitled "Termination." 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 the services 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) Work Authorization. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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 Engineering Services 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
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Matt Bushak, P.E.
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3318
Mobile Number (512) 230-8714
Fax Number N/A
Email Address mbushak@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:

Yvonne Garcia Thomas, P.E.
Vice President
8100 Cameron Road, Suite B-150
Austin, TX 78754
Telephone Number (512) 339-1745
Fax Number (512) 339-6174
Email Address ygarcia@rkci.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 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.

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 Contract. 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 any 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 infrastructure or facilities for which said work and documents were prepared, 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 infrastructure or facilities for which said work and documents were prepared.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of Engineer. However, City shall be permitted to authorize a 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 work for the City. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes 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 agreement 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 Engineer's Instruments of Service by other engineers subsequent to the completion and delivery of the Instruments of Service to the City. 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 this Contract 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. 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 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract has been satisfactorily 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a 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 D 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 this Contract, 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:

Yvonne Garcia Thomas, P.E.
Vice President
8100 Cameron Road, Suite B-150
Austin, TX 78754

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

RABA KISTNER, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will provide the following items/information for the ENGINEER under this agreement:

1. Designate a person to act as City's representative with respect to the services to be performed or furnished by the Consultant. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to consultant's services.
2. Provide all criteria and full information as to City's requirements for the Task, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction information if available to the City and necessary to complete the Task.
3. Provide Consultant copies of geotechnical reports, drawings, and exhibits for review and use in performing our services.
4. The City shall provide Consultant right of entry to perform our field services.
5. The City shall provide Consulting with existing utility maps to assist in locating all underground utilities in the vicinity of geotechnical drilling.
6. Pertinent data related to specific work orders.
7. Timeline for submissions.
8. Meet with ENGINEER on an as-needed basis depending on the work order.
9. Review submittals and provide comments.

EXHIBIT B

Engineering Services

Provide various geotechnical engineering services through individual work authorizations for projects that might include geotechnical test borings, geotechnical field testing, geotechnical laboratory testing, geotechnical engineering reports, pavement thickness recommendations, review of geotechnical reports for conformance with CORR standards, slope stability analyses, subgrade treatment/stabilization recommendations, geotechnical retaining wall recommendations, review of PS&E, pavement condition surveys, review of material submittals, and modifying or creating standard detail drawings, design criteria, and standard or special specifications. This list of potential projects is not meant to be exhaustive but is representative of the nature of the tasks expected to be completed under the Master Agreements being authorized at this time.

EXHIBIT C

Fee Schedule

Attached Behind This Page

**2019 ON-CALL GEOTECHNICAL ENGINEERING
CONSULTING SERVICES
City of Round Rock**

TITLE	2019 HOURLY RATE
Principal	\$ 220.00
Senior Engineer/Consultant	\$ 220.00
Project Manager	\$ 195.00
Project Engineer	\$ 185.00
Engineer	\$ 110.00
Engineer in Training	\$ 105.00
Geotechnical Technician	\$ 68.00
CADD Operator	\$ 90.00
Clerical	\$ 65.00
Geologist	\$ 145.00
Environmental Scientist	\$ 118.00
Lead Technician	\$ 68.00
CMT Technician	\$ 56.00
Archaeologist	\$ 125.00
GIS	\$ 100.00

DIRECT EXPENSES

Mileage (Privately Owned Vehicle)	\$0.54 per mile or current GSA allowable rate
Lodging	At cost up to GSA Allowable
Meals and Incidental	At cost up to GSA Allowable
Air Travel	cost + 10%
Copies 8 1/2 x 11, 11 x 17	\$0.17/page
Mylar 11 x 17	\$2.15/page
Schematic Plots	\$1.60/sq ft
Misc. Non-Travel Expenses	cost + 10%
Field Expenses	cost + 10%

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
CITY OF ROUND ROCK
RABA KISTNER CONSULTANTS, INC.**

Field Drilling Services

			<u>2019 FEES</u>
-1 Auger Drilling (Does not include logging)			
soil	per ft	\$	17.85
soft rock	per ft	\$	21.65
-2 Standard Wet Rotary (Does not include logging)	per ft	\$	23.80
-3 Nx Rock Core (Does not include logging)			
Soft rock (marl, shale)	per ft	\$	36.25
Hard rock (limestone, sandstone)	per ft	\$	47.00
-4 Non-conventional drilling (barge drilling or unusual time consuming drilling i.e. through bridge)	per hr	\$	315.00
-5 Field Logging Services			
Geotechnical Technician	per hr	\$	68.00
Geologists	per hr	\$	145.00
Engineer in Training	per hr	\$	105.00
-6 Field Coordination			
Field Engineer	per hr	\$	113.00
Flagman	per hr	\$	73.00
-7 Mobilization			
Mobilization or truck-mounted rig, rill crew and support	per mile	\$	4.33
Field logger trip charge	per mile	\$	1.08
Mobilization non-standard equipment (4x4 all terrain rig)			
Barge mobilization and rental			
-8 Sampling			
Standard Penetration Test (ASTM D1586)	per test	\$	24.90
Shelby Tube (ASTM D1587)	per test	\$	24.90
Texas Cone Penetrometer Test (THD, Tex-132-E)	per test	\$	29.20
-9 Other Expenses/Charges			
Standby Time	per hr	\$	250.00
Mileage - non-drilling equipment	per mile	\$	1.08
Grout backfill	per ft	\$	3.80
Dozer/clearing cost			
Logger truck charge	per day	\$	61.65
Standard pavement coring	each	\$	84.35
Concrete/AC patch	each	\$	71.95
Traffic control - signs, barricades			
All other outside expenses			

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
CITY OF ROUND ROCK
LABORATORY TESTING FEES**

<u>ASPHALTIC CONCRETE</u>				
<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	per hour		\$56.00
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	per hour	\$	68.00
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	per hour	\$	68.00
ASTM D 2950	Nuclear Density Test with Inspection	each	\$	17.50
	Nuclear Density Test	each	\$	28.00
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete	each	\$	215.00
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	each	\$	147.00
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity)	per set	\$	515.00
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall Superpave (2 per set)	per set per set	\$ \$	67.60 133.00
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Speciment b) Asphalt Core c) Superpave (2 per set)	per set per set each per set	\$ \$ \$ \$	67.60 67.60 57.20 81.00
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Marshall Hveem	per set per set	\$ \$	64.50 64.50
Asphalt Institute Manual and TxDOT; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	each each each each each	\$ \$ \$ \$ \$	2,150.00 2,150.00 3,060.00 360.00 1,610.00
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	each	\$	43.70
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	each	\$	92.50
AASHTO TP 33	Fine Aggregate Angularity	each	\$	55.00
ASTM D 4791-95	Flat and Elongated Particle	each	\$	55.00
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	each	\$	43.60

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
CITY OF ROUND ROCK
LABORATORY TESTING FEES**

TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity)	each	\$	67.60
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	per hour	\$	56.00
	a) Magnesium - 5 Cycle	each	\$	545.00
	b) Sodium - 5 Cycle	each	\$	485.00
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	each	\$	210.00
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	each	\$	6,650.00
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	each	\$	100.00
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	each	\$	575.00
	without Freeze/Thaw	each	\$	450.00
TxDOT, Item 3157	Cold Processed – Recycled Paving Material (RPM)			
	Mixture Design			
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	per set	\$	840.00
TxDOT, TEX-126-E (Modified)	Molding and Strength	per set	\$	410.00
TxDOT, TEX-208-F (Modified)	Molding and Hveem	per set	\$	155.00
ASTM D 1559	Molding and Marshall	per set	\$	145.00
TxDOT, TEX-103-E	Molded Moisture Content	each	\$	14.50

CEMENT TREATED BASE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>
PCA	Sampling Raw Materials for Mix Verification		
	Technician Time	per hour	\$ 56.00

	Sampling Contractor Processed Material		
	Technician Time	per hour	\$ 56.00

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>
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PCA	Molding Controlled Processed Material	each	\$ 77.50
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PCA	Unconfined Compressive Strength Testing	each	\$ 35.00
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ASTM D 559; ASTM D 560	Durability (2 Specimens per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	per set	\$ 660.00
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Mix Design

PCA; TxDOT, TEX-120-E; ASTM D 558	Mix Design - Cement Treated Base (Does Not Include Durability)	each	\$ 1,315.00
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**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
CITY OF ROUND ROCK
LABORATORY TESTING FEES**

		<u>CONCRETE</u>		
<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day			
	Technician Time	per hour	\$	56.00
	Pick-Up of Test Specimen	per hour	\$	56.00
	Standby Time	per hour	\$	56.00
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	each	\$	18.75
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	each	\$	28.00
	c) "Hold" Cylinder (Additional Charge)	each	\$	12.50
	d) "Strip" Cylinder (Additional Charge)	each	\$	14.60
	e) Compressive Strength - 2x2 Cubes	each	\$	27.00
	f) Dry Density - Concrete Cylinder	each	\$	49.50
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	each	\$	55.00
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	each	\$	35.75
ASTM C 173	b) Volumetric	each	\$	42.60
AASHTO T 199	c) Chase	each	\$	18.75
ASTM C 138	Unit Weight	each	\$	32.00
ASTM C 143	Additional Slump Test	each	\$	27.00
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time			
	Technician Time	per hour	\$	56.00
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens			
	Technician Time	per hour	\$	56.00
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
CI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	each	\$	340.00
ACI 211.1 (303.R)	Architectural Mix Design	each	\$	370.00
ACI 211.2	Lightweight Structural Mix Design	each	\$	350.00
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	each	\$	370.00
ASTM C 1202	Chloride Ion Permeability	per set	\$	295.00
ASTM C 39	Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	each	\$	31.00

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
CITY OF ROUND ROCK
LABORATORY TESTING FEES**

ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	each	\$	49.00
ASTM C 666	Freeze-Thaw Test	per set	\$	410.00
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	each	\$	92.00
ASTM C 803	Windsor Probe (Includes Surface Preparation)	per hour	\$	95.00
ASTM C 805	Schmidt Rebound Number	per hour	\$	95.00

CONCRETE AGGREGATES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	per hour	\$	56.00

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM C 566	Moisture Content	each	\$	14.50
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine) a) Loose b) Rodded	each each	\$ \$	37.00 37.00
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	each	\$	43.50
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	per test	\$	65.00
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Absorption a) Normal Weight Aggregate (Coarse or Fine) b) Lightweight Aggregate (Coarse)	each each	\$ \$	28.00 31.00
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specifications a) Coarse, Per Sample b) Fine, Per Sample	each each	\$ \$	48.00 58.00
ASTM C 117; TxDOT, TEX-406-A	Amount Finer than No. 200 (Decantation)	each	\$	41.00
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	each	\$	210.00
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time a) Magnesium - 5 Cycle b) Sodium - 5 Cycle	per hour each each	\$ \$ \$	56.00 545.00 485.00
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design Conducted Separate from Concrete Mix Design	each each	\$ \$	162.00 210.00
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	each	\$	42.00

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
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CITY OF ROUND ROCK
LABORATORY TESTING FEES**

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	each	\$	93.00
ASTM C 142	Clay Lumps and Friable Particles	each	\$	63.00
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	each	\$	63.00

CORING

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	per hour	\$	68.00
	b) Two Men	per hour	\$	105.00
	c) Reinforcing Steel Detector	per day	\$	32.00
	d) Coring	per day	\$	102.00
	e) Generator	per day	\$	106.00
	Bit Wear			
	a) Limestone Aggregate	per inch	\$	7.00
	b) Quartz Aggregate (River Gravel)	per inch	\$	8.00

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 PRICE</u>	
ASTM C 42 a)	Sawed Ends for Compressive Strength Test a) Limestone Aggregate	square inch	\$	2.10
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Core Includes Measurements, Capping and Testing	each	\$	28.00
	Report Photographs			
	Laboratory Air-Dried Unit Weight	each	\$	18.75

LIME

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth Technician Time	per hour	\$	56.00

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
STM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	each	\$	70.00
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	each	\$	490.00
ASTM C 183	Standard Method of Sampling Hydraulic Cement	per hour	\$	56.00
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	each	\$	27.00
ASTM C 185	Air Content of Hydraulic Cement Mortar	each	\$	55.00
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	each	\$	66.00
ASTM C 151	Autoclave Expansion of Portland Cement	each	\$	220.00

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
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CITY OF ROUND ROCK
LABORATORY TESTING FEES**

ASTM C 187	Normal Consistency of Hydraulic Cement	each	\$	55.00
ASTM C 188	Specific Gravity of Hydraulic Cement	each	\$	64.00
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	each	\$	64.00
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	each	\$	55.00
ASTM C 114	Chemical Analysis	each	\$	405.00
ASTM C 91	Water Retention of Masonry Cement	each	\$	103.00
ASTM C 150	Chemical Analysis	each	\$	406.00
	Physical Analysis	each	\$	806.00

SOILS

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	per hour	\$	56.00
	In-Place Moisture-Density Test Technician Time	per hour	\$	56.00
ASTM D 2922	Nuclear Density	each	\$	28.00
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone)	each	\$	81.00
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	per hour	\$	56.00
	Proof Rolling Observation	per hour	\$	56.00
ASTM D 2922	Nuclear Density Test with Observation	each	\$	17.75

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2019 FEES</u>	
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	each	\$	14.50
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	each	\$	92.00
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	each	\$	114.00
	b) Linear (TxDOT, TEX-107-E)	each	\$	114.00
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis			
	a) Washed through No. 40 (Up to 5 Sieves)	each	\$	63.00
	b) Washed through No. 200 (Up to 4 Sieves)	each	\$	93.00
	c) Additional Sieves	each	\$	14.50
ASTM D 1140	Amount Finer than No. 200 Sieve	each	\$	63.00
	Moisture-Density Relationship			
Preparation Time	Preparation Time	per hour	\$	56.00
ASTM D 698; ASTM D 1557	ASTM	each	\$	280.00

**2018-2019 ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
CITY OF ROUND ROCK
LABORATORY TESTING FEES**

AASHTO T 99; AASHTO T 180	AASHTO	each	\$	280.00
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	each	\$	280.00
MIL STD CE 55A	Corps of Engineers	each	\$	280.00
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	each	\$	210.00
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	per set	\$	889.00
	Each Additional Specimen	each	\$	180.00
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens			
	Part I	per set	\$	1,475.00
	Part II	per set	\$	1,355.00
	Each Additional Specimen	each	\$	165.00
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	each	\$	93.00
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity)	each	\$	305.00
ASTM D 5084	Hydraulic Conductivity	each	\$	475.00
ASTM D 2166	Unit Weight	each	\$	32.00
TxDOT, TEX-116-E	Wet Ball Mill	each	\$	230.00
	Water Content and Visual Classification	each	\$	14.50
	Unconfined Compression (includes unit dry weight)			
	a) Soil Shelby Tube Specimens	each	\$	48.00
	b) Rock Core Specimens	each	\$	57.00
	(1) Sawed Specimen Ends	per end	\$	12.40
	Triaxial Compression			
	a) Unconsolidated-Undrained, Per Specimen	each	\$	87.00
	b) Unconsolidated-Undrained, Multistage	each	\$	305.00
	Direct Shear			
	a) Unconsolidated-Undrained	each	\$	235.00
	b) Consolidated-Drained (Sand)	each	\$	496.00
	Consolidation (Not Including Specific Gravity)	each	\$	635.00
	Swell Test			
	a) Pressure Method	each	\$	330.00
	b) Free Swell	each	\$	175.00

EXHIBIT D

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/13/2019

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Raba Kistner, Inc. 12821 W. Golden Lane San Antonio TX 78249 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Allied World Assurance Company (US) Inc	19489
	INSURER B: The Travelers Indemnity Co.	25658
	INSURER C: The Travelers Indemnity Co of America	25666
INSURER D: Travelers Casualty Ins Co of America	19046	
INSURER E: Crum & Forster Specialty Insurance Co.	44520	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570075340768**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.


Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Per Project \$5M cap			P6306H263592TIA	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			P-810-6H263592-TIA	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB6H31004A1843	10/01/2018	10/01/2019	<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
E	Env Site Liab			PLL105501 Pollution SIR applies per policy terms & conditions	05/23/2018	05/23/2019	Per Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000

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

RE: Project Name/No. 2019 On-Call Geotechnical Engineering Services, Estimated Amount: 150,000. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Pollution Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock City Manager 221 E. Main St. Round Rock TX 78664 USA	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 

Holder Identifier :

Certificate No : 570075340768



AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.
POLICY NUMBER See Certificate Number: 570075340768		
CARRIER See Certificate Number: 570075340768	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

SEE CA T8 01

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: UB-6H31004A-18-43-G

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL COVERAGE REDUCTION TO DESIGNATED PERSONS OR ORGANIZATIONS – ARIZONA

The following is added to **PART SIX – CONDITIONS:**

Notice Of Cancellation, Nonrenewal Or Material Coverage Reduction To Designated Persons Or Organizations

If we cancel or non-renew this policy, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

In the event of a change that materially reduces or restricts the coverage afforded by this policy, other than reduction of limits of liability through payment of claims, we will provide notice of such coverage reduction to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the reduction is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation, nonrenewal or material coverage reduction to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation, nonrenewal or reduction.

This condition does not apply to the notice of cancellation or nonrenewal of this policy that we are required to provide you (the employer named in Item 1 of the Information Page) and the Industrial Commission of Arizona under Arizona law.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

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 _____