

**EXHIBIT**

**"A"**



**CITY OF ROUND ROCK  
CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** BGE, INC. ("Engineer")  
**ADDRESS:** 101 West Louis Henna Boulevard, Suite 400, Austin, TX 78728  
**PROJECT:** Red Bud Lane North

**THE STATE OF TEXAS**

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§

**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 Four Hundred Thirty-Six Thousand Four Hundred Eleven and 52/100 Dollars (\$436,411.52) 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:

Dawn E. Scheel, P.E.  
Project Manager  
2008 Enterprise Drive  
Round Rock, TX 78664  
Telephone Number (512) 218-6603  
Mobile Number (512) 663-1098  
Fax Number N/A  
Email Address [dscheel@roundrocktexas.gov](mailto:dscheel@roundrocktexas.gov)

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

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

Erin Gonzales, P.E.  
Central Texas Transportation Systems Director  
101 West Louis Henna Boulevard, Suite 400  
Austin, TX 78728  
Telephone Number (512) 879-0425  
Fax Number N/A  
Email Address [egonzales@bgeinc.com](mailto:egonzales@bgeinc.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 hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

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.

**(3)** As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from 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 in coverage, and such notice thereof shall be given to City by certified mail to:

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

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

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

**ARTICLE 27**  
**COPYRIGHTS**

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

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 29**  
**SEVERABILITY**

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

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Erin Gonzales, P.E.  
Central Texas Transportation Systems Director  
101 West Louis Henna Boulevard, Suite 400  
Austin, TX 78728

**ARTICLE 33**  
**GENERAL PROVISIONS**

**(1) Time is of the Essence.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. 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. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

**(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.

*[signature page follows]*

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

BGE, INC.

By: Erin N. Gonzales  
Signature of Principal  
Printed Name: Erin N. Gonzales



### **LIST OF EXHIBITS ATTACHED**

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

## EXHIBIT A

### City Services

- City of Round Rock will provide all available digital design files for existing and proposed development/roadway projects for the project corridor and adjacent projects to the Engineer, as needed.
- City of Round Rock will provide all available traffic, drainage, utility models/reports for the project corridor and adjacent projects to the Engineer, as needed.
- City of Round Rock will provide any records available which would assist in the completion of the project development.
- City of Round Rock will provide timely reviews and decisions necessary to maintain the project work schedule.

## EXHIBIT B

### Engineering Services

#### **ROUTE AND DESIGN STUDIES (Function Code 110)**

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the schematic development for the widening and reconstruction of Red Bud Lane from US 79 to CR 117. The project consists of reconstructing approximately 1.4 miles of the existing 2-lane roadway section to a 4-lane divided facility. This project involves surveying, geotechnical, environmental, public involvement, engineering analyses, and associated details necessary to produce a design schematic.

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

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

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

#### **1. Data Collection**

- A. The determination of data requirements, availability, and sources will be coordinated with the City's designated PM. Once the data needs and sources are identified, the ENGINEER will contact the appropriate agencies and organizations to obtain the data. Data collection will focus on existing publicly available information primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Data to be collected will include, but not be limited to:
- B. "As-built plans", existing schematics, right-of-way maps, and previous corridor studies, existing channel and drainage easement data, existing traffic counts, accident data, zoning and future land use maps, available Economic Development Plans, jurisdictional boundaries, City ETJ boundaries.
- C. Existing utility information and mapping obtained from a GIS database and/or provided by the City and/or utility owners. Planned infrastructure such as transmission lines and major utilities.
- D. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the Corps of ENGINEERS (USACE), local municipalities and/or other governmental agencies.
- E. Graphic files, plans, documents, and other data for existing and proposed improvements along corridor.
- F. Photographic record of notable existing features collected during field reconnaissance from public right-of-way locations.

## **2. Review of Data**

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

## **3. Complete Design Summary Form**

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

## **4. Route Studies**

- A. The ENGINEER, with input from the City, shall develop key issues and evaluation criteria to assist in evaluating alignment alternatives.
- B. The ENGINEER shall review the existing schematic layout and make recommendations for improvements that fulfill the Purpose and Need of the Project, meet the design criteria, and avoid or minimize impacts to the identified constraints.
- C. The ENGINEER shall revise the Route Layout and include the Preliminary Environmental Constraints Map data.

## **5. Geotechnical Investigations (*Corsair*)**

- A. Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of project limits. Attend coordination meeting.
- B. Perform borings, obtaining a boring sample at 1000-foot intervals to a minimum depth of 10 feet below proposed grade. Borings are estimated to consist of the following:
  - 7 borings to a depth of 10 feet within the at-grade or fill areas.
  - Borings shall occur within the limits of the existing roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
- C. Perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, absorption swell tests, lime-series tests, California Bearing Ratio (CBR) and sulfate content tests.
- D. Develop a recommended pavement design following City of Round Rock methodology.
- E. Prepare Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design.

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

This project is projected to be locally funded and is not on the TxDOT system; therefore, it will not be governed by National Environmental Policy Act (NEPA) requirements.

## **1. Data Collection**

- A. Obtain and review existing and available environmental data.
- B. Create environmental inventory constraints map.
- C. Perform field reconnaissance of project limits to identify environmental features.

## **2. Environmental Compliance Documentation**

- A. The project will not be governed by NEPA. This task includes a field visit and compliance documentation regarding, Section 404 of the Clean Water Act, the Endangered Species Act and Texas Parks and Wildlife Code. Conduct regulatory database review and site visit to determine if federal or state protected species habitat is present within the project area. One site visit will be conducted by a biologist. A memorandum will be prepared to document the results and recommended best management practices for compliance with applicable state and federal regulations.
- B. Cultural Resources and Parkland – One site visit will be conducted by a cultural resources specialist. The ENGINEER will prepare a letter report for coordination with the Texas Historical Commission under the Antiquities Code of Texas using the online eTRAC system. If ROW is needed from Old Settler's Park, a letter report will be prepared to document compliance with Chapter 26 of the Texas Parks and Wildlife Code pertaining to use of parklands and recreational facilities.

### **Deliverables:**

- Environmental Constraints Map
- Local Government Environmental Compliance Memorandum
- Letter Report and Coordination with THC

## **3. Public Involvement**

- A. The ENGINEER will develop a public engagement plan and provide general public outreach and engagement throughout the project. A database will be developed which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. ENGINEER will identify and reach out to key stakeholders and community groups (HOAs, etc.) that may be interested and will collect email addresses for email updates. We will arrange and attend meetings with stakeholders and respond to questions and comments in a timely manner. Project materials such as maps and handouts will be developed and shared with stakeholders. Finally, email updates will be sent out to keep the public updated on the project progress.
- B. Public Meetings. The ENGINEER will plan, schedule, conduct and facilitate two (2) public meetings to share project information with and collect feedback from citizens and stakeholders as determined by the City and the team throughout the project. The first meeting will be held at the beginning of the project and the second after design is underway. Tasks may include, but not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by distributing

meeting information and coordinating with attendees; holding and participating in meeting rehearsals; facilitating meetings; and providing a summary report of each meeting including public input received. The ENGINEER will develop meetings materials and provide Spanish translation as needed.

- C. Conduct up to 5 one-on-one meetings with key stakeholders.
- D. Conduct up to 4 community meetings with home owners associations and other groups.

**4. Deliverables:**

- A. Public Engagement Plan
- B. Develop and maintain a stakeholder database throughout the project in Excel format
- C. Materials development and final electronic copies (fact sheet, exhibits)
- D. Web content (to be shared on the City's website)
- E. Provide 4 Email updates (outside of meeting notices)
- F. Arrange, facilitate, and document up to 5 meetings with stakeholders and provide responses and communications with stakeholders
- G. Arrange, facilitate, and document up to 4 community meetings (HOAs, pop-up tables, etc.)
- H. Logistics and planning for up to 2 public meetings (Arrange meeting location and facility preparation)
- I. Coordinate meeting announcements and promotion such as letters, email notices, signage, media releases, posting, etc.
- J. Develop meeting materials and signage
- K. Facilitate meetings
- L. Provide summary report of each meeting

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

- A. Preparation of TxDOT NEPA Documentation
- B. All surveys and field studies not identified in the scope of services
- C. Work extending beyond the specified limits of the project at the time of this work order
- D. All resource and regulatory agency coordination, except THC; Public Hearing
- E. Preparation of permits
- F. Public Hearing

## RIGHT OF WAY DATA (Function Code 130)

### 1. Utility Coordination (Halff Associates, Inc.)

- A. The Engineer shall perform Subsurface Utility Engineering (SUE) Quality Level C and D, Utility Coordination, and Utility Engineering services for approximately thirteen (13) utilities as listed below:

#### Underground

- AT&T – Telephone
- AT&T – Fiber Optic Cable
- Grande Communications – Fiber Optic Cable
- FiberLight Communications – Fiber Optic Cable
- Round Rock ISD – Fiber Optic Cable
- City of Round Rock – Water
- City of Round Rock – Wastewater
- City of Round Rock – Storm Sewer
- City of Round Rock – Lighting/traffic signal
- Spectrum – Cable TV
- Atmos Energy – Gas
- Oncor Electric Delivery – Distribution Electric
- Austin Energy – Transmission Electric

- B. The work to be performed by the Engineer under this contract shall consist of providing engineering services required for SUE Quality Level C and D, Utility Coordination and Utility Engineering on the Redbud Lane Project.
- C. Initiate one-call (811) and coordinate with utility companies. Halff will initiate utility companies to mark their lines. Markings will be surveyed by Inland Geodetics.
- D. These services include SUE and utility adjustment coordination, and utility engineering activities including obtaining record information on existing utilities from utility owners to identify all known existing public utilities, preparing a Quality level C and D base map depicting the horizontal utility locations, creating a Utility Conflict Matrix (UCM) and Utility Layout identifying potential known conflicts based on the final schematic layout, and one (1) meeting to present the UCM.
- E. **Subsurface Utility Engineering (SUE)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Quality Levels as follows.
- i. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
    - a. **Quality Level D - Existing Records:** Utilities are plotted from review of available existing records.
    - b. **Quality Level C - Surface Visible Feature Survey:** Quality level "D" information from existing records is combined with surveyed surface-visible features (performed by surveyor). Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this

work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways. **(50,000 linear feet of underground and aerial utilities estimated within the apparent existing ROW. Utility appurtenance survey to be performed by others and provided to Halff Associates, Inc.)**

- c. **Quality Level B - Designate:** Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways. **(not included in this work authorization)**
- d. **Quality Level A - Locate (Test Hole):** Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes. Actual locations are tied to survey control (performed by surveyor). Incorporates quality levels B, C and D information to produce Quality Level A. **(not included in this work authorization)**

F. **Utility Adjustment Coordination** including one (1) utility coordination meeting with the City of Round Rock and individual utility companies.

- i. The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Round Rock.
  - a. The Utility Coordinator shall coordinate all activities with the City of Round Rock, or their designee, and will be responsible for the following:
  - b. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.
  - c. The Utility Coordinator shall provide the City of Round Rock and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
  - d. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.



- e. The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts.
- G. **Utility Engineering** including the identification of utility conflicts. The Engineer shall coordinate all activities with the City of Round Rock, or their designee, and will be responsible for the following :
- i. Existing Utility Layout: The Engineer shall create a utility layout in the latest version of AutoCad Civil 3D used by the City of Round Rock. This layout shall include highlighted existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, if available, and make a determination of the following;
    - a. Facilities in conflict with the proposed project that are to be relocated.
    - b. Facilities to be abandoned in place.
    - c. Facilities to remain in service and in place.
    - d. The Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The Engineer shall coordinate this information with the City of Round Rock immediately upon discovery.
- H. **Deliverables:**
- i. Two (2) Existing Utility Layouts (11"x17") signed and sealed by a Texas Professional Engineer
  - ii. Scanned record information in .pdf format if received from each utility
  - iii. Utility Contact List
  - iv. Utility Conflict Matrix
  - v. Notification Letters
  - vi. Meeting Minutes for one (1) coordination meeting
  - vii. AutoCad Civil 3D electronic project files in US feet (2D) format

## **2. ROW Identification (Inland Geodetics)**

- A. The Surveyor shall perform sufficient records research to identify the existing owner and boundary limits of the adjacent properties. Property lines and owners should be provided in CAD format and shown on the Schematic.

## **PROJECT MANAGEMENT (Function Code 145)**

### **1. Meetings**

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

### **2. General Contract Administration**

- A. Develop monthly invoices and progress reports.

- B. Subconsultant coordination.
- C. Design coordination with the City of Round Rock.
- D. Update design schedule as needed during project development

## **FIELD SURVEYING (Function Code 150) (Inland Geodetics)**

### **1. General**

- A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.
- B. Survey field notes will be submitted if requested by the City of Round Rock.
- C. The City of Round Rock will assist in obtaining right-of-entry agreements with property owners for the required field surveys (short of litigation). Surveyor will make initial contacts with property owners for right-of-entry.

### **2. Topographic Surveys for Engineering Design and Hydraulic analysis**

- A. Inland Geodetics will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.
- B. Vertical control will be established via differential level loops from known project control recovered in Item 50.2.1. A vertical benchmark system will be perpetuated at approximate 1000-foot intervals for future reference on the plans and maintained to construction, if necessary.
- C. Survey files with previously obtained project data will be compared to and merged with survey files generated through this proposal. In areas of uncertainty and/or limited topographic information, additional data will be collected as directed by the project engineer.
- D. Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks. Individual roadway cross sections will be taken at intervals not to exceed 100 feet.
- E. Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing drainage features.
- F. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.

- G. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD.
- H. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant.
- I. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.
- J. Surveyed data will be provided in a AutoCAD Civil 3D .dwg (V8) compatible two-dimensional base map format. The survey shot point attributes will appear on separate levels.
- K. A Digital Terrain Model (DTM) will be provided in an AutoCAD Civil 3D .dwg (V8) GEOPAK compatible three-dimensional format.

### 3. Utilities

- A. One-call (811) will be initiated by Halff. Inland will survey all utilities marked along the alignment.
- B. Field surveys will locate horizontally crossings of power lines, telephone/cable lines, water lines, pipe lines and all marked utilities. (Visible only) Surveyor to locate water valves and access sewer manholes to locate flow depths and direction of lines.
- C. Location of visible existing utilities will be shown on the 2D files using field marked information designated by the utility companies and from surface evidence surveyed on the ground.

## ROADWAY DESIGN CONTROLS (Function Code 160)

### 1. Schematic Development

Perform the following items for the project

- A. **Geometric Design** – Revise the horizontal alignment; vertical profile; pavement cross slopes; front slope, back slope, and ditch configuration that meet acceptable design criteria and remain within the limits of the proposed ROW.
- B. **Typical Sections** – Prepare existing and proposed typical sections.
- C. **Verify ROW Needs** – Analyze the cross sections associated with the desirable design criteria to analyze existing ROW. Develop an exhibit providing the ROW footprint with the desirable configuration.
- D. **Design Cross Sections** - Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile in accordance with acceptable design criteria.

**Deliverables:**

- Draft Schematic Roll Plot
- Final Schematic Roll Plot
- Design Cross Sections (on sheets)
- Proposed ROW Exhibit

**DRAINAGE (Function Code 161)****Schematic Development**

- A. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and hydraulics. This shall include topographic working drawings to prepare the preliminary drainage design.
- B. Develop storm water hydrology for the existing and ultimate roadway section throughout the limits of the project. The model shall incorporate the 10%, 4% and 1% annual chance storm (10-year, 25-year, and 100-year) events. Modeling shall develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed, drainage infrastructure shall be designed in a preliminary format for the project area. The level of detail shall be sufficient to establish cost estimates and required easements and possession and use agreements for the construction of the proposed drainage structures and channel improvements.
- C. Develop preliminary designs for all cross drainage structures throughout the project limits. (1 crossing)
- D. Develop preliminary designs for proposed storm water collection systems for the proposed curb-and-gutter portion of the project area. Storm sewer designs shall be developed using GEOPAK Drainage. (1.4 mile)
- E. Determine potential utility conflicts based on preliminary design for the project area.
- F. Develop preliminary drainage easement requirements for the project area.
- G. Coordinate the preliminary design with the City of Round Rock. Comments and direction shall be incorporated into final designs.

**Deliverables:**

- Draft Drainage Area Map
- Memo with calculations summary
- Preliminary cross culvert and storm sewer (plan view) shown on Schematic

## MISCELLANEOUS (ROADWAY) (Function Code 163)

### Schematic Development

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

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

#### **Deliverables:**

- Traffic Control Roll Plot (2 phases)
- Traffic Control Narrative

## Traffic Engineering (Function Code 165)

### Traffic Assessment for Schematic Development :

#### Traffic Counts and Intersection Analyses:

##### 1. Data Collection:

a. Collect 2-hour turning movement counts for the AM Peak, PM Peak, and during the use of the adjacent sports field at the following intersections:

- Red Bud Lane at County Road 117
- Red Bud Lane at Pauling Lane/Loop
- Red Bud Lane at Old Settlers Boulevard
- Red Bud Lane at T C Oatts Lane
- Red Bud Lane at Tiffany Nicole/Covered Wagon Trail
- Red Bud Lane at Mickey Mantle Place/Pioneer Crossing Drive

b. Collect 24-hour volume and classification counts at necessary locations, an amount not to exceed eight (8).

c. Determine corridor annual growth rate based on input from City staff and available planning models.

d. Collect historic crash data based on input from City staff and available Crash Records or databases.

e. Conduct a site investigation to verify the existing geometries at the intersections, observe traffic behavior, identify any constraints, and inspect locations of previous crash occurrences.

2. Traffic Modelling & Analysis:
  - a. Research existing TIAs, site plans or planning maps and estimate traffic to be generated by other approved developments or roadway projects in the area for background traffic. This information shall be gathered through conversations with the City.
  - b. Perform Traffic Signal Warrant Analysis for intersections listed below.
    - CR117 / CR122
  - c. Determine necessary queue lengths for a twenty (20) year design year for the following intersections:
    - CR117 / CR122
    - Old Settlers
    - TC Oatts
    - Mickey Mantle / Pioneer Crossing
  - d. Prepare tables and graphs of collected volume information for public involvement purposes.
3. ESALs & ADT Calculations for Pavement Design Support:
  - a. Determine the design 18-kips Single Axles Loads (ESALs) by anticipated average daily traffic (ADT) counts for a 20-year design life for flexible and rigid pavements using the AASHTO methodology for pavement design. Document the analysis in a technical memorandum/report.

## EXHIBIT C

### Work Schedule

DATE*	MILESTONE
September 1, 2019	Notice to Proceed
September 16-October 25, 2019	Topographic Survey
September 16, 2019	Initiate Environmental Clearance Process
September 16, 2019	Initiate Utility Coordination
December 2-6, 2019	Public Meeting
December 2-Mar 14, 2020	Stakeholder Coordination
February 12, 2020	Submit Preliminary Schematic
March 2-13, 2020	Incorporate City Comments
April 6-10, 2020	Public Meeting
May 14, 2020	Submit Final Schematic

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

**EXHIBIT D**  
**Fee Schedule**

FC	DESCRIPTION	BGE	CD&P	Corsair	Halff	Inland	TOTAL
FC 110	ROUTE AND DESIGN STUDIES	\$17,904.00		\$31,436.37			\$49,340.37
FC 120	ENVIRONMENTAL	\$42,316.00	\$ 56,260.00				\$98,576.00
FC 130	ROW	\$5,290.00			\$36,525.00		\$41,815.00
FC 145	GENERAL MANAGEMENT / COORDINATION	\$22,016.00					\$22,016.00
FC 150	FIELD SURVEYING AND PHOTOGRAMMERTY					\$87,813.00	\$87,813.00
FC 160	ROADWAY DESIGN CONTROLS	\$43,959.00					\$43,959.00
FC 161	DRAINAGE	\$31,711.00					\$31,711.00
FC 163	MISCELLANEOUS ROADWAY	\$30,768.00					\$30,768.00
FC 165	TRAFFIC ENGINEERING	\$20,510.00					\$20,510.00
	EXPENSES	\$5,527.75	\$3,925.40			\$ 450.00	\$9,903.15
	TOTAL	\$220,001.75	\$60,185.40	\$31,436.37	\$36,525.00	\$88,263.00	<b>\$436,411.52</b>



## EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>		<b>CONTACT NAME:</b> Shelly Brandman/Michelle Weweh <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> 713 490-4700 <b>E-MAIL ADDRESS:</b> shelly.brandman@usi.com	
<b>INSURED</b> <b>BGE, Inc.</b> <b>Brown &amp; Gay Engineers, Inc.</b> <b>10777 Westheimer, Suite 400</b> <b>Houston, TX 77042</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> National Fire Insurance Co. of Hartford <b>INSURER B :</b> Continental Insurance Company <b>INSURER C :</b> American Casualty Company of Reading PA <b>INSURER D :</b> Lexington Insurance Company <b>INSURER E :</b> Valley Forge Insurance Company <b>INSURER F :</b>	<b>NAIC #</b> <b>20478</b> <b>35289</b> <b>20427</b> <b>19437</b> <b>20508</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6075541416	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6075541433	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			6075541464	12/31/2018	12/31/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075541447	12/31/2018	12/31/2019	<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
D	Professional Liability			031711089	12/31/2018	12/31/2019	\$5,000,000 Per Claim \$5,000,000 Annl Aggr.

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

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto); Umbrella Follows Form (CNA88301XX 08/17).

(See Attached Descriptions)

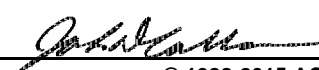
## CERTIFICATE HOLDER

## CANCELLATION

City of Round Rock  
 Attn: Dawn Scheel  
 2008 Enterprise Drive  
 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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## DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies (including Professional Liability) as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non payment of premium, will be given if required by written contract.

RE: Red Bud North.