EXHIBIT
"A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: **CP&Y, INC.** **("Engineer")**
ADDRESS: **13809 Research Boulevard, Suite 300, Austin, TX 78750**
PROJECT: **Northeast Downtown Improvements**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 all engineering services performed and to be performed under this Contract.

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Nine Hundred Sixty Thousand Six Hundred and 54/100 Dollars, ($960,600.54). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5
METHOD OF PAYMENT

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

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

Eddie Zapata
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6605

Mobile Number (512) 801-2059
Fax Number (512) 218-5536
Email Address ezapata@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:

Lindsay Webb
Project Manager
13809 Research Boulevard, Suite 300
Austin, TX 78750
Telephone Number (512) 492-6852
Fax Number (512) 349-0727
Email Address lwebb@cpyi.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:

Lindsay Webb
Project Manager
13809 Research Boulevard, Suite 300
Austin, TX 78750

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

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CP&Y, INC.

By: _____
Signature of Principal
Printed Name: Andrew Atlas

LIST OF EXHIBITS ATTACHED

(1) Exhibit A City Services

(2) Exhibit B Engineering Services

(3) Exhibit C Work Schedule

(4) Exhibit D Fee Schedule

(5) Exhibit E Certificates of Insurance

EXHIBIT A

City Services

The City will furnish the following information to the Engineer and/or perform the following tasks:

1. Provide existing reports or data the City has on file concerning the project, if available.
2. Provide any available as-built plans for roadways, culverts etc. impacting the project.
3. Provide any available as-built plans for any water and wastewater lines that are near to, tie into or might affect the design of the new lines.
4. Provide any available utility, parcel and/or topographic mapping information of the project area.
5. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
6. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
7. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope of the Engineer's services.
8. Meet on an as needed basis to answer questions, provide guidance and offer comment.
9. Provide construction inspection and construction testing services including coordination and scope of services.
10. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the City.
11. Pay for costs associated with newspaper public notice for bid advertisement.
12. Assist with property owner coordination for Right-of Entry.
13. Secure easements (using documents prepared by Engineer) as required for construction of improvements described in Engineer's final design plans (if necessary).
14. Review the Application for Payment and supporting documentation submitted by the Contractor.
15. Provide geotechnical, corrosion assessment, environmental studies, survey, SUE, and public involvement services performed by others.
16. Provide wastewater flows to be used for gravity main design.
17. Provide modeling support for hydraulic and surge review through City staff and others.

EXHIBIT B

Engineering Services

The City of Round Rock has requested that CP&Y, Inc. provide Engineering Services for the Northeast Downtown Revitalization Project, which will include a one-block revitalization bounded by E. Liberty Ave., N. Lampasas St., E. Austin Ave., and N. Sheppard St. to support the new City of Round Rock library facility. The following project elements are included in the basic services. Refer to the attached figure showing project limits.

- Roadway – update the ROW to match the downtown design for roadways, sidewalks, brick pavers and streetlights along the block noted above and two side streets (entries from N. Mays St.). Entries from N. Burnet St. will be patched for wastewater improvements.
- Stormwater / Water Quality – associated stormwater piping, modeling and site-specific detention for the roadway and to serve the library site, including water quality agency coordination. Evaluate extension of 5'x4' box culvert to Brushy Creek, complete watershed water quality improvements and water line extension and provide preliminary estimate.
- Water/Wastewater – install approx. 2,100 LF of new 8-inch wastewater lines along E. Liberty Ave. and E. Austin Ave. from N. Mays St. to N. Burnet St.; abandon existing wastewater line in alley; install approx. 1,350 LF new 12-inch water lines from stub at N. Mays St. and E. Liberty Ave. to N. Sheppard St. with extensions to E. Austin Ave. within N. Sheppard St. (12-inch) and N. Lampasas St. (8-inch).
- Dry Utilities – coordinate with franchise utilities and provide design of underground duct banks. Move all existing utilities underground and plan for future connections.

The following additional services are included in the scope and fee and will be provided in the future upon written authorization:

- Storm Sewer and Water Lines Along N. Sheppard St. – extend 5'x4' box culvert from E. Austin Ave. and N. Sheppard St. along N. Sheppard St. to Brushy Creek; provide complete watershed water quality improvements; extend 12-inch water line to Fannin Ave. and replace 2-inch line along Fannin Ave. between N. Sheppard St. and N. Lampasas St.; identify and address wastewater line conflicts with new storm sewer along alignment; resurfacing N. Sheppard St. in conjunction with these improvements.

The Engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 30%, 90%, and final 100% plans in accordance with the design guidelines and recommendations of the 2018 Draft Transportation Criteria Manual and the Utility Criteria Manual of the City of Round Rock Design and Construction Standards (DACS). Improvements will generally follow the existing Downtown Improvements Project and considerations will be made for ultimate buildout of the area to minimize future costs to the city and landowners. The project includes coordination with CORR Downtown Manager (project area businesses and stakeholders), CORR historic preservation program and historic planner (historic downtown overlay), and CORR Neighborhood Services (Heart of RR Neighborhood Association); two joint-public meetings with library project; surveying and mapping, geotechnical engineering, and utility locating; traffic impact analysis and geologic assessment; bid phase and construction phase services as noted below. Environmental studies, such as threatened and endangered species evaluation, are not included. This project will be developed utilizing CAD applications appropriate for each department of the City of Round Rock. All PS&E documents will be submitted on 11"x17" sheets.

The design phase duration is anticipated to be approximately nine months, and the construction phase is anticipated to be approximately one year, depending on utility coordination and phasing.

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. BASIC SERVICES

A. DESIGN AND BID DOCUMENT PREPARATION

1. DATA COLLECTION

(a) Meet with City to discuss our understanding of the scope of the project and collect available information from

the City. Reference Exhibit A. Gather and review information from the City including existing plans, project files, existing geometric conditions, existing typical sections, existing drainage facilities, existing bridge and culvert data and traffic data. Review Downtown Improvements Project for planned improvements and review record drawings for existing facilities, yard piping, and roadways.

(b) Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.

(c) Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development.

(d) Hydraulics: The Engineer will collect and review the existing hydrologic and hydraulic analyses including Wilco, CAPCOG, FEMA Flood insurance maps, existing models and corresponding studies relating to the project from FEMA and the City. The Engineer will conduct field investigations to observe existing ditch characteristics and culvert structures. Hydrology, Hydraulics and Drainage Area Maps.

If existing hydrologic models cannot be found in the FEMA library or from City records, then the Engineer will define drainage area boundaries and perform run-off calculations for 5-year, 10-year, and 25-year storm events for parallel driveway pipes and non-bridge class cross culverts within the project limits. Capacity of existing parallel driveway pipes and non-bridge class culverts will be calculated. The Engineer will determine if ditch grading is required and which structures, if any, are in need of replacement due to condition, inadequate capacity or safety treatment.

2. ROADWAY DESIGN CONTROLS

Roadway design information regarding typical sections, plan & profile sheets, removal, etc. shall be developed for the city block bounded by E Liberty Ave., N Lampasas St., E Austin Ave., and N Sheppard St. and two side streets (entries from N. Mays St.).

(a) Roadway Plans & Geometry

(i) Existing typical sections will be completed depicting the existing conditions of the project roadway.

(ii) Proposed typical sections will be completed depicting the improvements. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections and will be prepared to the appropriate level of detail and limits to convey that general information. General utility locations/assignments will also be shown.

(iii) A horizontal alignment data sheet will be prepared depicting the horizontal geometric information for the project roadways to be included in the construction plan set.

(iv) Plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1”=40’ H and 1”=4’ V.

(v) Supplemental grading sheets will be prepared at a scale of 1”=40’ for areas of the project that require additional grading information for construction or review purposes. Up to two (2) locations.

(vi) The Engineer shall provide plan sheets of removals at a scale of 1”=40’. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.

(b) Grading and Details

(i) Design cross sections will be completed at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry. Cut and fill quantities determined from the design cross sections will be shown on the plan/profile sheets. Cross sections will not be developed as a deliverable for phased TCP.

(ii) The Engineer shall complete intersection layouts for four (4) intersections/locations. The intersection layouts will include the design of the pavement and drainage layouts, as well as other pertinent details not discernable elsewhere in the plans.

(iii) Driveway details will be prepared for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details. ADA requirements will be met.

(iv) The Engineer will develop driveway profiles as required for the project. These profiles will be

developed to show driveway tie-back slopes, as well as limits for the contractor's information.

3. DRAINAGE DESIGN

Detailed drainage design and improvements shall be limited to the city block bounded by E Liberty Ave., N Lampasas St., E Austin Ave., and N Sheppard St. and two side streets (entries from N. Mays St.).

(a) Watershed Modeling and Detention Needs

It is not anticipated detention will be needed for the project. The Engineer shall develop flow rates to compare the existing and proposed runoff values associated with the Library project to determine if detention mitigation is needed.

(i) Collect and validate the existing hydrologic and hydraulic models developed by the City for the Sheppard Watershed.

(ii) Update the hydrologic data to the most recent Atlas 14 rainfall data for the Sheppard Watershed in downtown Round Rock.

(iii) Model the final proposed design using SWMM for the Sheppard Watershed with changes associated to the Library project.

(iv) Calculate the increase in peak discharge and runoff volume associated with the proposed improvements in accordance with the City of Round Rock Drainage Criteria Manual.

(v) Document the project impacts in a drainage tech memo to include in the Northeast Downtown Revitalization Project document.

(b) Storm Sewer Design

(i) Exterior drainage area maps will be finalized at a scale reasonable to fit drainage areas on an 11x17 plan sheet. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets.

(ii) Interior drainage area maps will be finalized at a scale of 1″=40′. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets.

(iii) Drainage plan and profile sheets will be completed depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations and flowlines as required. These sheets will be prepared at a scale of 1"=40'. Storm sewer profiles will be prepared at a scale of 1"=40' H and 1"=10' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions.

(iv) Lateral profile sheets will be developed for the project storm sewer systems. These sheets will be developed at a scale of 1"=40' H and 1"=10' V.

(v) Develop preliminary plans and profile sheets, and construction cost estimate for proposed 5'x4' storm sewer box from E Austin Ave. to Brushy Creek.

(vi) The Engineer shall provide drainage design details for "non-standard" drainage structures in instances where they are not covered by City of Round Rock standard details cannot be utilized. The Engineer shall use City of Round Rock standard details where practical. Up to two (2) custom details are included.

(vii) The Engineer will identify areas within the construction of the storm sewer and culvert construction that will require trench protection or special shoring.

(c) Water Quality – TCEQ Water Pollution Abatement Plan (WPAP)

Water Quality design will only include improvements associated with the Northeast Downtown Revitalization project – site specific, as opposed to a larger watershed solution. Planning modeling/estimates shall be completed for a watershed solution, but detailed plans shall not be developed.

(i) Obtain and review available data on the existing and proposed roadway design and site geology, including engineering plans. An initial field visit will be conducted in order to inspect the site and identify and evaluate potential locations for water quality Best Management Practices (BMPs). Pollutant Removal Calculations and Design of Water Quality BMPs

(ii) Engineer will perform the required total suspended solids (TSS) pollutant load calculations and choose

the effective permanent BMPs for water quality treatment for the Library site and surrounding streets. The use of non-structural, vegetative water quality BMPs, such as grassy swales, which can be utilized within the ROW will be evaluated as the preferred treatment approach. In the event that the use of non-structural controls is determined to be infeasible, the design of a structural BMP, such as a sedimentation/filtration pond, or other subsurface treatment options wi11 be performed as additional services. Best Management Practices will be designed according to the TCEQ's technical guidance manual Complying with the Edwards Aquifer Rules – Technical Guidance on Best Management Practices (RG-348, July 2005) and addenda.

(iii) Engineer will perform the preliminary required total suspended solids (TSS) pollutant load calculations for the Sheppard Watershed and choose an effective permanent BMP for water quality treatment.

(iv) Prepare WPAP Document and Coordination with TCEQ. This task includes the completion of the WPAP application forms and submission to TCEQ.

(v) Prepare modification documents for the potential modification to the existing storm troopers along E. Austin Ave.

(vi) Conduct a pre-submittal consultation meeting with TCEQ.

(d) SW3P and Erosion Control

(i) Erosion control plans will be prepared for the length of project. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are erosion control logs, sand bags, rock filter dams, soil retention blanket, tree protection, and construction entrance and exits or similar. A temporary erosion control plan depicting the entire project in one phase will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.

(ii) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this project in accordance with TCEQ regulations.

4. SIGNING, MARKINGS AND SIGNALIZATION

Signing, Markings and signalization design shall be developed for the city block bounded by E Liberty Ave., N Lampasas St., E Austin Ave., and N Sheppard St. and two side streets (entries from N. Mays St.).

(a) Small Signing and Pavement Markings

(i) Signing and Pavement marking layouts will be prepared at a scale of 1″=40′. Road signs and markings will be shown all on the same plan sheet. These layouts will depict striping and delineator type and location. Each sign will have a corresponding number for cross-reference to the sign summaries.

(ii) Pavement marking details will be prepared for non-standard conditions.

(iii) Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

5. WATER / WASTEWATER UTILITIES

Design approx. 2,100 LF of new 8-inch wastewater lines along E. Liberty Ave. and E. Austin Ave. from N. Mays St. to N. Burnet St.; abandon existing wastewater line in alley; install approx. 1,350 LF new 12-inch water lines from stub at N. Mays St. and E. Liberty Ave. to N. Sheppard St. with extensions to E. Austin Ave. within N. Sheppard St. (12-inch) and N. Lampasas St. (8-inch).

(a) Prepare plan and profile sheets identifying right-of-way, property easement, existing utilities and topographic features. Scale will be 1"=40' horizontal and 1"=4' vertical. Proposed water and wastewater lines will include service stubs to property lines for future connections at locations provided by the City.

(b) Engineer will develop submittal package to TCEQ for sewage collection systems (SCS) in the Edwards Aquifer Recharge Zone, and coordinate with TCEQ for approval.

(c) Evaluate existing wastewater lines crossing N. Sheppard St. for conflicts with proposed 5’x4’ storm sewer box from E Austin Ave. to Brushy Creek. Develop preliminary plan sheets, and opinion of probable construction cost for wastewater relocations.

(d) Prepare construction details associated with water and wastewater utilities.

6. DRY UTILITIES *(provided by HDR)*

   (a) Perform utility coordination, utility engineering and preliminary dry utility design.

   (b) Provide dry utility duct bank design.

   (c) Provide utility management and administration associated with dry utilities.

7. MISCELLANEOUS ELEMENTS

   Miscellaneous design elements shall be developed for the city block bounded by E Liberty Ave., N Lampasas St., E Austin Ave., and N Sheppard St. and two side streets (entries from N. Mays St.).

   (a) Miscellaneous Plans

      (i) A project title sheet will be prepared as required for the construction plans.

      (ii) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.

      (iii) Project layout sheets will be prepared at a scale of 1”=200’ that clearly indicates the limits of the entire project.

      (iv) Benchmark layout sheets will be completed at a scale of 1”=200’ that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

   (b) Traffic Control Plan

      (i) Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned. Cross-sections will be reviewed to ensure the proposed phasing is constructible.

      (ii) The Engineer will develop overview plans for each stage of traffic control. These plans will act as key maps for each phase of TCP and shall be developed at a 1”=100’ scale.

      (iii) The Engineer will prepare 1”=100’ plan layouts of all advance warning signs.

      (iv) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.

      (v) Detailed traffic control plans will be prepared at a scale of 1″=40′. These plans will be developed based on the City’s approval of the conceptual plans developed at the schematic design level. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.

      (vi) Traffic control details will be developed for items not covered by City of Round Rock or TxDOT standard details.

      (vii) The Engineer will attend two meetings to present the traffic handling scheme to the City. Additional scope of services for items such as public presentations of the traffic handling plan or any additional meetings will be handled through a supplemental agreement to this scope of services.

      (viii) An Engineer’s opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

   (c) Quantities

      Quantities will be tabulated for each of the following and as necessary to bid this project:

      (i) Traffic Control (per each phase)

      (ii) Earthwork

      (iii) Roadway

(iv) Removal

(v) Drainage

(vi) Small Signs

(vii) Pavement Markings

(viii) Erosion Control and SW3P

(ix) Utilities

(x) Duct Banks

(d) Summary Sheets

Quantities that are calculated will be tabulated on summary sheets for incorporation in the construction plan set including, but not limited to:

(i) Traffic Control (per each phase)

(ii) Earthwork

(iii) Roadway

(iv) Removal

(v) Drainage

(vi) Small Signs

(vii) Pavement Markings

(viii) Erosion Control and SW3P

(ix) Utilities

(x) Duct Banks

(e) Standards, Specifications and Estimate

(i) The Engineer will download the appropriate standards for the project from the City of Round Rock and TxDOT's web site. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.

(ii) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.

(iii) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.

(iv) An opinion of probable construction cost will be prepared at the 30%, 90% and prior to final PS&E submittal, and supplied to the City in Microsoft Excel format.

(f) Prepare Contract Bid Documents

(i) Perform internal QA/QC prior to each submittal.

(ii) Compile Design Plans, Specifications, and Engineer's Opinion of Probable Construction Cost at 30%, 90% and 100% design. Include three sets of plans and PDF for City review and respond to review comments.

B. BID PHASE SERVICES

1. BID PHASE SERVICES

(a) Attend non-mandatory pre-bid meeting with City for interested contractors

(b) Address and respond to questions and interpretation of bid documents

(c) Prepare and issue addenda to the bid documents if necessary

(d) Conduct bid opening at City location, tabulate and review all bids for correctness.

(e) Review qualifications of apparent low bidder and others as needed.

(f) Recommend award of contract or other actions to be taken by the City.

(g) Prepare 3 full size and 4 half size plan sets (bid and conformed).

C. CONSTRUCTION PHASE SERVICES

1. CONSTRUCTION PHASE SERVICES

(a) Attend one (1) pre-construction conference with the Owner and the Contractor, review the Contractor's construction schedule and issue meeting notes to the Owner.

(b) Engineer will attend monthly construction progress meetings at the request of the Owner. Engineer will attend a maximum of twelve (12) meetings; fee is based on this number of meetings.

(c) The Engineer will make periodic visits to the Project site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. It is assumed for estimation purposes that the Engineer will visit the site once a month, 1 hour per visit, for a total of 12 months. Based on the information obtained during such visits, the Engineer will endeavor to determine if the Contractor's work is proceeding in accordance with the Contract Documents. The purpose of such project site visits and such observations is to keep the Owner generally informed of the progress of the Contractor's work and to determine if the completed work of the Contractor conforms in general to the design concept indicated in the Construction Contract Documents. On the other hand, the Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with rules, regulations, ordinances, codes or orders applicable to the Contractor's performance of the work. The Contractor shall have sole authority over and responsibility for:

(i) the means, methods, techniques, sequences, and procedures of construction

(ii) safety precautions and programs incident to the construction, and

(iii) compliance with rules, regulations, ordinances, codes and orders applicable to the construction. The Engineer neither guarantees the performance of the Contractor nor assumes any responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Contract Documents

(d) Issue necessary clarifications and interpretations of the Construction Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents. Up to 50 Requests for Information (RFIs) are included.

(e) Make recommendations to the Owner regarding Owner and Contractor modification or field requests as appropriate and when directed by the Owner and assist with preparation of up to 4 Change Orders as reasonably required. Preparation of Change Orders, which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, is not included in this scope of services.

(f) Review samples, catalog data, schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Up to 50 submittals/O&Ms are included.

(g) Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an observation to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.

(h) Receive, review and transmit to the Owner maintenance and operating instructions, warranties and guarantees, marked up record documents received from the Contractor, which reflect field changes to the bid documents.

The Engineer will review the documents to ascertain, to the best of the Engineer's knowledge and belief, that the reflected field changes are complete and correct.

(i) Prepare Project record drawings incorporating compiled change orders and field changes that are received from the Owner and the Contractor. One (1) set of prints of "Record Drawings" will be submitted by the Engineer to the Owner on 11x17 paper copies.

(j) Submit to the Owner electronic PDF and CADD files used for the production of the Record Drawings. Record drawings on electronic files furnished to the Owner are for the convenience of the Owner only. The Record Drawings shall be sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

D. PROJECT MANAGEMENT SERVICES

1. PROJECT MANAGEMENT

(a) Create and submit monthly invoices suitable for payment by the City.

(b) Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.

(c) Meet formally once a month with the City to review project progress.

(d) Prepare project meeting summaries for applicable meetings during the project development process.

(e) The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.

(f) Prepare for and attend up to two public meetings; coordinate with CORR Downtown Manager (project area businesses and stakeholders); CORR historic preservation program and historic planner (historic downtown overlay); and CORR Neighborhood Services (Heart of RR Neighborhood Association).

(g) The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants' activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.

(h) Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.

(i) The Engineer shall formally close out the project and perform a documented archive process.

II. SPECIAL SERVICES

A. SURVEY / SUE SERVICES

1. Surveyor will provide the professional and technical staff necessary to perform a detailed topographic survey of sites referenced above. The survey will include at a minimum topography, improvements, fences, visible utilities, identifiable appurtenances, drainage structures, etc. Surveyor will obtain flow line elevations & pipe sizes (if ascertainable) for each wastewater and storm drain manhole within the limits of the survey area. Surveyor will also submit a utility locate request to Texas811 for the segment along the roadway and survey in their markings. Surveyor will set two horizontal control points within the limits of the survey and provide five benchmarks. This survey will show property lines with a best fit to found property corners and record ownership lines. Replacement of missing property corners is not proposed.

2. SUE services will include utility research, quality level C/D SUE and OH Utility, CADD and processing of quality level B, QC review and ROW permits.

B. GEOTECHNICAL SERVICES *(provided by Raba Kistner)*

1. Perform four (4) borings to a depth of twenty (20) feet. The borings will be used to investigate subsurface stratigraphy and to obtain samples for laboratory testing required for pavement design and traffic light pole base foundation design.

2. Laboratory testing will be performed to determine the soil's plasticity and strength characteristics. Testing will include:

(a) Moisture Content

(b) Atterberg Limits Tests

(c) Unconfined Compressive Strength

(d) Corrosivity Tests

(e) Sieve Analysis

3. Prepare a geotechnical engineering report that includes the following:

(a) General subsurface conditions, discussion of site geology

(b) Boring logs with descriptions of strata and laboratory test results, and water levels obtained at the time of drilling

(c) Boring location plan

(d) Foundation design recommendations, pipeline installation considerations and pavement recommendations for the proposed improvements.

C. TRAFFIC IMPACT ANALYSIS *(provided by HDR)*

1. Perform traffic observations and coordinate peak hour counts. Obtain signal timing data from City. Complete traffic impact analysis and prepare draft/final reports.

D. GEOLOGIC ASSESSMENT *(provided by SWCA)*

1. Perform geologic assessment of an approximately 2.7-acre tract of land located at the corner of N. Lampasas St. and E. Liberty Ave. and surrounding sub basin watershed area.

III. ADDITIONAL SERVICES

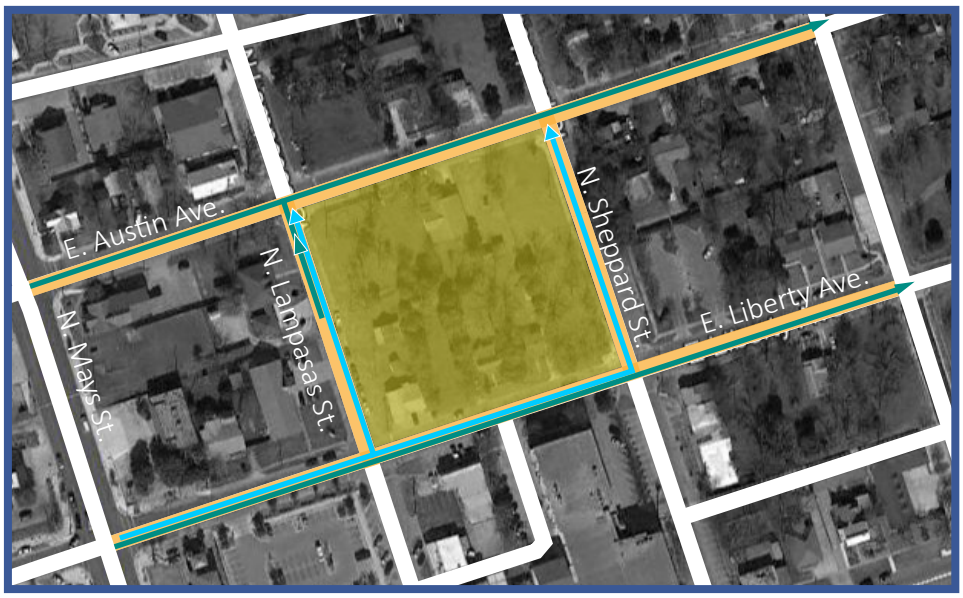
A. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner

B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

C. In the event that the use of non-structural water quality controls is determined to be infeasible, the design of a structural BMP, such as a storm trooper wi11 be performed as additional services. The fee provided is an estimate and will be refined based on the agreed approach.

D. Additional services scope and fee is included for Storm Sewer and Water Lines Along N. Sheppard St. – extend 5’x4’ box culvert from E. Austin Ave. and N. Sheppard St. along N. Sheppard St. to Brushy Creek; provide complete watershed water quality improvements; extend 12-inch water line approx. 1,200 LF to Fannin Ave. and replace 2-inch line along Fannin Ave. between N. Sheppard St. and N. Lampasas St.; identify and address wastewater line conflicts with new storm sewer along alignment.

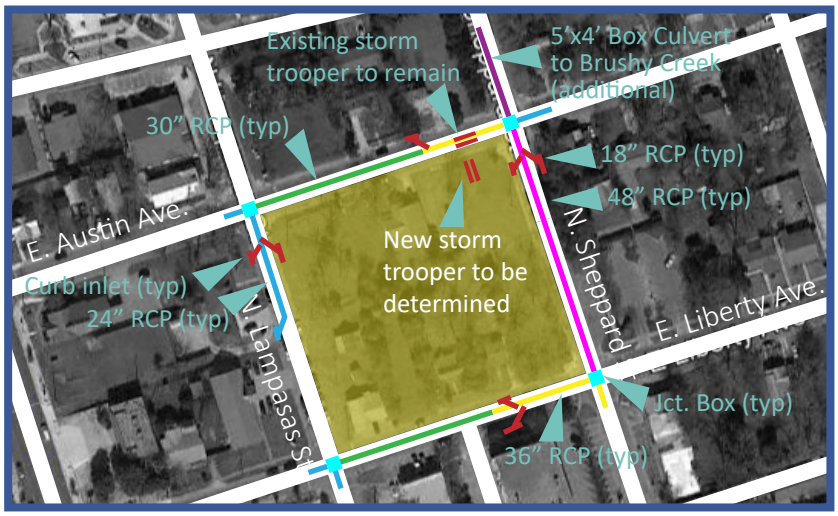
CP&Y Partners for a Better Quality of Life



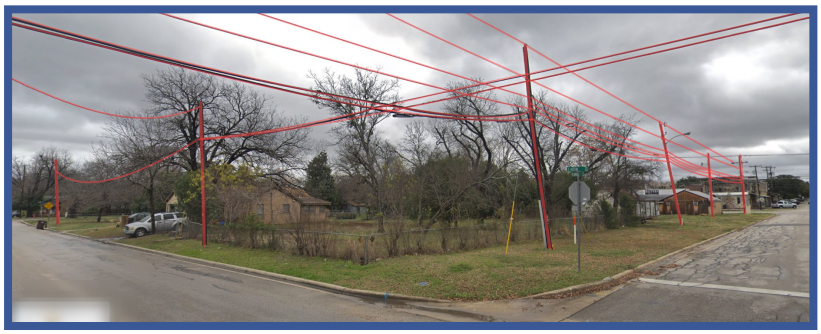
Wastewater
- Reroute wastewater from alley to N. Mays St. and N. Burnet St. within E. Liberty Ave. and E. Austin Ave.
- Provide stubouts to properties for future connections

Water
- Construct new 12” waterlines

Transportation
- Construct pavement design, duct banks, pavers, streetlights on 1 block bounded by E. Austin Ave., N. Lampasas St., E. Liberty Ave., and N. Sheppard St., and entries from N. Mays St.
- Patch E. Austin Ave. and E. Liberty Ave. for WW improvements from N. Sheppard St. to N. Burnet St.



Storm Sewer & WQ
- Ancillary stormline upgrades near site as shown above
- Additional- upgrade stormline
- Additional- regional WQ solution downstream to 5’x4’ culvert
- Additional- will also run 12” waterline (dashed teal line) if we do the storm extension



Dry Utilities
- Bring dry utilities from overhead to underground
- High risk issue; difficulty getting drys to adhere to our schedule

EXHIBIT C

Work Schedule

Attached Behind This Page

EXHIBIT C

Schedule

Task	Duration	Completion Date
Notice to Proceed	N/A	Sep 12, 2019
Initial Data Collection	28	Oct 10, 2019
30% Design Schematic	56	Dec 5, 2019
City Review	14	Dec 19, 2019
90% Plan Submittal	112	Apr 9, 2020
City Review	14	Apr 23, 2020
100% Plan Submittal	28	May 21, 2020
City Review	14	Jun 4, 2020
Bid Phase Services	91	Sep 3, 2020
Construction Phase Services	365	Sep 3, 2021

EXHIBIT D

Fee Schedule

Attached Behind This Page

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project City of Round Rock		
Task Description		**Total Cost**
BASIC SERVICES		
A. DESIGN AND BID DOCUMENT PREPARATION		
Data Collection	*CP&Y*	$ 8,100.00
Roadway Design Controls	*CP&Y*	$ 77,695.00
Drainage Design	*CP&Y*	$ 88,210.00
Signing, Markings and Signalization	*CP&Y*	$ 9,280.00
Water / Wastewater Utilities	*CP&Y*	$ 67,550.00
Dry Utilities	*HDR*	$ 175,586.00
Miscellaneous Elements	*CP&Y*	$ 93,680.00
A. DESIGN AND BID DOCUMENT PREPARATION Subtotal		$ 520,101.00
B. BID PHASE SERVICES		
Bid Phase Services	*CP&Y*	$ 19,580.00
B. BID PHASE SERVICES Subtotal		$ 19,580.00
C. CONSTRUCTION PHASE SERVICES		
Construction Phase Services	*CP&Y*	$ 101,340.00
C. CONSTRUCTION PHASE SERVICES Subtotal		$ 101,340.00
D. PROJECT MANAGEMENT		
Project Management	*CP&Y*	$ 87,620.00
D. PROJECT MANAGEMENT Subtotal		$ 87,620.00
SUBTOTAL BASIC SERVICES		**$ 728,641.00**
DIRECT EXPENSES		
EXPENSES - CP&Y	*CP&Y*	$ 12,831.00
EXPENSES - Raba	*Raba*	$ 1,699.50
EXPENSES - HDR	*HDR*	$ 4,057.60
SUBTOTAL DIRECT EXPENSES		**$ 18,588.10**
BASIC SERVICES SUBTOTAL		**$ 747,229.10**
SPECIAL SERVICES		
A. SURVEY / SUE SERVICES		
Surveying	*CP&Y*	$ 61,066.00
SUE	*CP&Y*	$ 15,860.00
A. SURVEY / SUE SERVICES Subtotal		$ 76,926.00
B. GEOTECHNICAL SERVICES		
Geotechnical Services	*Raba*	$ 10,221.44
B. GEOTECHNICAL SERVICES Subtotal		$ 10,221.44
C. TRAFFIC IMPACT ANALYSIS		
Traffic Impact Analysis	*HDR*	$ 23,654.00
C. TRAFFIC IMPACT ANALYSIS Subtotal		$ 23,654.00
D. GEOLOGIC ASSESSMENT		
Geologic Assessment	*SWCA*	$ 3,500.00
D. GEOLOGIC ASSESSMENT Subtotal		$ 3,500.00
SUBTOTAL SPECIAL SERVICES		**$ 114,301.44**
ADDITIONAL SERVICES		
Design of Structural BMP - Storm Trooper	*CP&Y*	$ 48,260.00
Storm Sewer along N. Sheppard St.	*CP&Y*	$ 14,540.00
Watershed Water Quality	*CP&Y*	$ 6,240.00
Water Line along N. Sheppard St.	*CP&Y*	$ 18,010.00
Wastewater Line Relocations along N. Sheppard St.	*CP&Y*	$ 12,020.00
SUBTOTAL ADDITIONAL SERVICES		**$ 99,070.00**
GRAND TOTAL		**$ 960,600.54**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project

City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		$190.00	$180.00	$185.00	$175.00	$125.00	$110.00	$110.00	$80.00	$75.00		
	A. DESIGN AND BID DOCUMENT PREPARATION											
1	**Data Collection**											
a	Gather and review existing information from the City	2	4	4	4		8				22	$ 3,420.00
b	Site visits of project corridor and surrounding areas	2	4	8	4		4				22	$ 3,720.00
c	Develop photo inventory of project site for coordination						2				2	$ 220.00
d	Gather and review existing hydraulic data			4							4	$ 740.00
											50	**$ 8,100.00**
2	**Roadway Design Controls**											
a	Roadway Plans & Geometry											
i	Existing Typical Sections				1	1	4	8			14	$ 1,620.00
ii	Proposed Typical Sections			2		2	16	20			40	$ 4,580.00
iii	Horizontal Data Sheet			1			1	2			4	$ 515.00
iv	Plan & Profile Sheets 1"=40' H and 1"=4' V (6 sheets)	2		6	16	40	72	60			196	$ 23,810.00
v	Supplemental Grading Sheets 1"=40' (2 locations)			2		4	16	16			38	$ 4,390.00
vi	Removal Sheets 1"=40'			2	6	16	24	24			72	$ 8,700.00
b	Grading and Details											
i	50-ft cross sections (45 xs; 15 sheets)			8	24	36	120	8			196	$ 24,260.00
ii	Intersection layouts (4 locations) 1"=40'			2	2	2	40	4			50	$ 5,810.00
iii	Driveway Details				2	4	10	6			22	$ 2,610.00
iv	Driveway Profiles				1	1	8	2			12	$ 1,400.00
											644	**$ 77,695.00**
3	**Drainage Design**											
a	Watershed Modeling and Detention Needs											
i	Collect and validate existing SWMM models			2	8				2		12	$ 1,930.00
ii	Update hydrologic models to Atlas 14			2	2	4	8		8		24	$ 2,740.00
iii	Model proposed improvements			8	16	16	40				80	$ 10,680.00
iv	Calculate increase in peak discharges			2	2	4	8				16	$ 2,100.00
v	Document project impacts in drainge tech memo			2	4	8	16		16		46	$ 5,110.00
b	Storm Sewer Design											
i	Exterior Drainage Areas			2			12				14	$ 1,690.00
ii	Interior Drainage Areas			2		8	40	24			74	$ 8,410.00
iii	Drainage Plan & Profile 1"=40' H and 1"=10' V			4	8	16	40	16			84	$ 10,300.00
iv	Lateral Profiles 1"=40' H and 1"=10' V			2		4	12	4			22	$ 2,630.00
v	Preliminary Plan & Profile for 5'x4' sewer box to Brushy Creek			2		2	12	4			20	$ 2,380.00
vi	Drainage Details for non-standard structures (up to 2)			4		12	24				40	$ 4,880.00
vii	Identify trench excavation protection locations			2		4	4				10	$ 1,310.00
c	Water Quality											
i	Obtain and review existing BMP data			2		6					8	$ 1,120.00
ii	Calculate TSS requirements for project site			4	8	36					48	$ 6,640.00
iii	Calculate TSS requirements for Sheppard Watershed			5	10	45					60	$ 8,300.00
iv	Prepare WPAP documents for submittal for project site			4		12	24				40	$ 4,880.00
iii	Prepare modified WPAP documents for existing BMP's			2		4	14				20	$ 2,410.00
iv	Conduct pre-submittal meeting with TCEQ			6			16				22	$ 2,870.00
d	SW3P and Erosion Control											
i	Develop final erosion control plans			4		16	40				60	$ 7,140.00
ii	Develop SW3P plan					2	4				6	$ 690.00
											706	**$ 88,210.00**
4	**Signing, Markings and Signalization**											
a	Small Signing and Pavement Markings											$ -
i	Small Signing & Pavement marking layouts 1"=40'				2	2	20	12			36	$ 4,120.00
ii	Pavement Marking Details				2		16	12			30	$ 3,430.00
iii	Detail sheets for small signs				2	4	6	2			14	$ 1,730.00
											80	**$ 9,280.00**
5	**Water / Wastewater Utilities**											
a	W/WW Plan & Profile 1"=40' H and 1"=10' V		24	100	20		120	160			424	$ 57,120.00
b	Submit to TCEQ for Sewage Collection Systems in EARZ				4		8			2	14	$ 1,730.00
c	Evaluate WW conflicts for 5'x4' box and provide preliminary plans and OPCC for relocations		2	4	8		16	8			38	$ 5,140.00
d	W/WW construction details		2	4	4		8	8			26	$ 3,560.00
											502	**$ 67,550.00**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project

City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	$190.00	$180.00	$185.00	$175.00	$125.00	$110.00	$110.00	$80.00	$75.00		
6 Dry Utilities											
Provided by HDR											
										0	**$ -**
7 Miscellaneous Elements											
a Miscellaneous Plans											
i Title Sheet			1		2		1			4	$ 545.00
ii Index of Sheets					2	2	4			8	$ 910.00
iii Project Layout 1"=100'			1		2	2	1			6	$ 765.00
iv Benchmark Layout 1"=100'						2				2	$ 220.00
b Traffic Control Plan											
i TCP Typicals	2		2	2		8	16			30	$ 3,740.00
ii TCP Overview	1		1		4	2	4			12	$ 1,535.00
iii TCP Advanced Warning Layouts 1"=200'	1		1	2	6	12	8			30	$ 3,675.00
iv TCP Narrative for Sequence of Construction	2		4	2						8	$ 1,470.00
v TCP Plans Sheets 1"=40' (18 sheets; 3 phases; 6 sheets/each phase)	4		16	24	72	80	56			252	$ 31,880.00
vi TCP Details - Non Standard											
vii Coordination (2 meetings)	16		6		6					28	$ 4,900.00
viii TCP Construction Schedule Developed	2	2	8	2						14	$ 2,570.00
c Quantities											
i Traffic Control				1	1	4	2			8	$ 960.00
ii Earthwork					2	4				6	$ 690.00
iii Roadway			2			8	4			14	$ 1,690.00
iv Removal				1	1	6				8	$ 960.00
v Drainage				1	1	5	1			8	$ 960.00
vi Signs				1	1	5	1			8	$ 960.00
vii Pavement Markings				1	1	5	1			8	$ 960.00
viii Erosion Control and SW3P				1	1	5	1			8	$ 960.00
ix Utilities			2			4	2			8	$ 1,030.00
x Duct Banks				2			2			4	$ 570.00
d Summary Sheets											
i Traffic Control			1			1	2			4	$ 515.00
ii Earthwork						2	2			4	$ 440.00
iii Roadway			1			1	2			4	$ 515.00
iv Removal						1	1			2	$ 220.00
v Drainage			1			1	2			4	$ 515.00
vi Signs						1	1			2	$ 220.00
vii Pavement Markings						1	1			2	$ 220.00
viii Erosion Control and SW3P						1	1			2	$ 220.00
ix Utilities			2			4	2			8	$ 1,030.00
x Duct Banks				2			2			4	$ 570.00
e Standards, Specifications and Estimate											
i Download, Prepare and Modify Standards		2	4	4		16	8			34	$ 4,440.00
ii Specifications		4	8	8		16				36	$ 5,360.00
iii General Notes		1	1	4			4			10	$ 1,505.00
iv Preliminary Cost Estimate and item price identification		2	4	8		16				30	$ 4,260.00
f Prepare contract bid documents											
i Perform internal QA/QC prior to each submittal	6	12	24							42	$ 7,740.00
ii Compile plans, specs and OPCC	4	8				16				28	$ 3,960.00
										690	**$ 93,680.00**
A. DESIGN AND BID DOCUMENT PREPARATION - SUBTOTAL											
HOURS SUB-TOTALS	44	67	298	226	413	1,064	532	26	2	2,672	$ 344,515.00
SUBTOTAL	$ 8,360.00	$ 12,060.00	$ 55,130.00	$ 39,550.00	$ 51,625.00	$ 117,040.00	$ 58,520.00	$ 2,080.00	$ 150.00		**$344,515.00**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project

City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		$190.00	$180.00	$185.00	$175.00	$125.00	$110.00	$110.00	$80.00	$75.00		
	B. BID PHASE SERVICES											
B	**Bid Phase Services**											
a	Attend pre-bid meeting	2	2								4	$ 740.00
b	Address and respond to questions and interpretation of bid documents	2	4	8	4		8				26	$ 4,160.00
c	Prepare and issue addenda to the bid documents if necessary	2	8	8	4		8				30	$ 4,880.00
d	Conduct bid opening at City location, tabulate and review all bids for correctness	2	4				8				14	$ 1,980.00
e	Review qualifications of low bidder and others as needed		4	4	2						10	$ 1,810.00
f	Recommend award of contract or other actions to be taken by City	2	2				4				8	$ 1,180.00
g	Prepare, Review Project conformed drawings; submit three (3) 11x17 sets	2	4	4	2		8	16			36	$ 4,830.00
											128	**$ 19,580.00**
	B. BID PHASE SERVICES - SUBTOTAL											
	HOURS SUB-TOTALS	12	28	24	12	0	36	16	0	0	128	$ 19,580.00
	SUBTOTAL	$ 2,280.00	$ 5,040.00	$ 4,440.00	$ 2,100.00	$ -	$ 3,960.00	$ 1,760.00	$ -	$ -		**$19,580.00**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project

City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	$190.00	$180.00	$185.00	$175.00	$125.00	$110.00	$110.00	$80.00	$75.00		
C. CONSTRUCTION PHASE SERVICES											
C Construction Phase Services											
a Attend one (1) pre-construction conference, review construction schedule and issue meeting notes		2				4				6	$ 800.00
b Attend twelve (12) monthly construction progress meetings	6	18	6	4		24				58	$ 8,830.00
c Periodic Site Visits; 1 x per month @ 12 months	4	12	8	4		12				40	$ 6,420.00
d Issue necessary clarifications and interpretations of construction documents, RFIs (50)	5	50	25	25		145				250	$ 34,900.00
e Make recommendations regarding owner and contractor modification/field requests (4)	2	6	6	4		6				24	$ 3,930.00
f Review submittals for conformance with design concept (50)	5	50	25	25		145				250	$ 34,900.00
g Substantial Completion Walk and Punch List	2	4	4	2		8				20	$ 3,070.00
h Receive, review and transmit to Owner bid documents with field changes		2				4				6	$ 800.00
i Prepare, Review Project record drawings; submit three (3) 11x17 sets	2	4	4	2		8	40			60	$ 7,470.00
j Submit electronic files used for production of Record Drawings						2				2	$ 220.00
										716	**$ 101,340.00**
C. CONSTRUCTION PHASE SERVICES - SUBTOTAL											
HOURS SUB-TOTALS	26	148	78	66	0	358	40	0	0	716	$ 101,340.00
SUBTOTAL	$ 4,940.00	$ 26,640.00	$ 14,430.00	$ 11,550.00	$ -	$ 39,380.00	$ 4,400.00	$ -	$ -		**$101,340.00**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project

City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		$190.00	$180.00	$185.00	$175.00	$125.00	$110.00	$110.00	$80.00	$75.00		
	D. PROJECT MANAGEMENT											
D	**Project Management**											
a	Create and submit monthly invoices	12	48							48	108	$ 14,520.00
b	Prepare monthly progress reports	12	24								36	$ 6,600.00
c	Attend nine (9) monthly progress meetings with City	9	18	8	4		18				57	$ 9,110.00
d	Prepare project meeting summaries		9				18				27	$ 3,600.00
e	Internal Design Team Meetings	18	36	36	18		36				144	$ 23,670.00
f	Prepare for and attend up to two public meetings and coordinate w/local groups	4	16	20	12		12		4		68	$ 11,080.00
g	Monitor and Review Sub-consultant invoices		24								24	$ 4,320.00
h	Coordinate and Review Sub-consultant work products	9	27	18	18						72	$ 13,050.00
i	Project Closeout		6				4			2	12	$ 1,670.00
											548	**$ 87,620.00**
	D. PROJECT MANAGEMENT - SUBTOTAL											
	HOURS SUB-TOTALS	64	208	82	52	0	88	0	4	50	548	$ 87,620.00
	SUBTOTAL	$ 12,160.00	$ 37,440.00	$ 15,170.00	$ 9,100.00	$ -	$ 9,680.00	$ -	$ 320.00	$ 3,750.00		**$87,620.00**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project

City of Round Rock

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Deputy PM	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		$190.00	$180.00	$185.00	$175.00	$125.00	$110.00	$110.00	$80.00	$75.00		
	III. ADDITIONAL SERVICES											
III	**Additional Services**											
	C Design of Structural BMP - Storm Trooper	8		24	48	60	120	120			380	$ 48,260.00
	D1 Storm Sewer along N. Sheppard St.	2		4	8	24	48	34			120	$ 14,540.00
	D2 Watershed Water Quality	2		4	4	16	10	12			48	$ 6,240.00
	D3 Water Line along N. Sheppard St.	2	8	30	8		36	48			132	$ 18,010.00
	D4 Wastewater Line Relocations along N. Sheppard St.	2	6	20	4		24	32			88	$ 12,020.00
											768	**$ 99,070.00**
	III. ADDITIONAL SERVICES - SUBTOTAL											
	HOURS SUB-TOTALS	16	14	82	72	100	238	246	0	0	768	$ 99,070.00
	SUBTOTAL	$ 3,040.00	$ 2,520.00	$ 15,170.00	$ 12,600.00	$ 12,500.00	$ 26,180.00	$ 27,060.00	$ -	$ -		**$ 99,070.00**

Exhibit D - CP&Y, INC.

Northeast Downtown Revitalization Project City of Round Rock				
Expense Item	**Unit**	**Unit Cost**	**Amount**	**Total Cost**
CADD Plotting	sf	$ 1.50		$ -
Mylar Plots (22x34 As-Builts)	lf	$ 6.00		$ -
Digital Ortho Plotting	lf	$ 2.00		$ -
11" X 17" Mylar	sheet	$ 1.00		$ -
8 1/2" X 11" B/W Paper Copies	sheet	$ 0.10	500	$ 50.00
11" X 17" B/W Paper Copies	sheet	$ 0.15	3,000	$ 450.00
8 1/2" X 11" Color Paper Copies	sheet	$ 1.00	500	$ 500.00
11" X 17" Color Paper Copies	sheet	$ 1.80	100	$ 180.00
Fax Copies	sheet	$ 0.10		$ -
Film and Development	roll	$ 8.00		$ -
4 X 6 Digital Color Prints	picture	$ 0.50		$ -
Oversized Digital Color Prints	picture	$ 50.00		$ -
Presentation Boards 30"x40" Color Mounted	each	$ 75.00	3	$ 225.00
Standard Postage	letter	$ 0.44		$ -
Express Mail (Standard)	each	$ 15.00		$ -
Express Mail (Oversized)	each	$ 30.00		$ -
Deliveries	each	$ 25.00	4	$ 100.00
Airfare	each	$ 200.00		$ -
Rental Car	day	$ 80.00		$ -
Lodging	day	$ 85.00		$ -
Meals	day	$ 36.00		$ -
Mileage	mile	$ 0.580	200	$ 116.00
GPS Rental	day	$ 80.000	2	$ 160.00
HazMat Database Search	each	$ 250.000	1	$ 250.00
SUE (Quality Level C and D)	lf	$ 0.550		$ -
SUE (Quality Level B - Utility Designation)	lf	$ 1.500		$ -
SUE (Quality Level A - Utility Locate, Test Holes)				$ -
Level A: 0 to 5 ft.	each	$ 1,200.000	4	$ 4,800.00
Level A: > 6 to 8 ft.	each	$ 1,500.000	4	$ 6,000.00
Level A: > 8 to 10 ft.	each	$ 1,800.000	0	$ -
Level A: > 10 to 12 ft.	each	$ 2,000.000	0	$ -
Level A: > 20 ft.	each			$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	
SUBTOTAL DIRECT EXPENSES				**$ 12,831.00**

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2019

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 McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant **PHONE (A/C, No, Ext):** (214) 503-1212 **FAX (A/C, No):** (214) 503-8899 **E-MAIL ADDRESS:** certificate@mclaughlinbrunson.com
INSURED CP&Y, Inc. 1820 Regal Row Suite 200 Dallas TX 75235	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** Travelers Indemnity Co of America — 25666 **INSURER C :** Travelers Indemnity Company — 25658 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 50683340 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR ☑ Contractual Liab ☑ Sever. of Int. & X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	6805H846843	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Valuable Papers	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,245,000
B	**AUTOMOBILE LIABILITY** ☑ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	BA3865M855	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	☑ **UMBRELLA LIAB** ☑ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ 10,000	✓	✓	CUP2D349003	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB0J375469	1/1/2019	1/1/2020	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability		✓	DPR9940415	4/1/2019	4/1/2020	Per Claim Annual Aggregate	$5,000,000 $5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. City of Round Rock is named additional insured on the general, auto, and umbrella liability coverages as required by written contract. RE: Northeast Downtown Improvements

CERTIFICATE HOLDER

City of Round Rock
2008 Enterprise Dr.
Round Rock TX 78664

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

Joe Bryant