EXHIBIT
"A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: **LJA ENGINEERING** **("Engineer")**
ADDRESS: **2700 La Frontera Boulevard, Suite 150, Round Rock, TX 78681**
PROJECT: **Red Bud Lane South**

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 the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Five Hundred Fifty Thousand Eight Hundred Sixty-Three and 65/100 Dollars ($550,863.65) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

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

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

ARTICLE 5
METHOD OF PAYMENT

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

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

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:

Derek Bohls, P.E.
Project Manager
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681
Telephone Number (512) 439-4744
Fax Number N/A
Email Address dbohls@lja.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:

Derek Bohls, P.E.
Project Manager
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681

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

LJA ENGINEERING

By: Kenneth G. Schrock
Signature of Principal
Printed Name: Kenneth G. Schrock

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

1. City of Round Rock will provide any as-built drawings for developments along Red Bud Lane based on availability.
2. City shall provide any existing CADD/GIS files and pertinent as-built plans of the roadway, storm sewer, and water and wastewater utilities in the area.
3. City of Round Rock will provide any available traffic information to aid in pavement design.
4. City of Round Rock will attend all public meetings and work with the LJA Team to secure a location for the meetings.
5. The City will provide timely reviews in conjunction with the agreed upon schedule.
6. City of Round Rock will provide all City permits necessary.
7. The City will host monthly utility coordination meetings.

EXHIBIT B

Engineering Services

Roadway: Red Bud Lane
City: Round Rock
County: Williamson
Limits: **Schematic:** from Evergreen Drive to Gattis School Road approximately 2.02 miles.

General Work Description: Develop a Preliminary Engineering Report, 30% Schematic, and TCP roll plot for the development of the Red Bud Lane improvements. The typical section will consist of a 5-lane divided roadway with continuous turn lane.

Standards and Specifications
Designs will be based on Texas Department of Transportation (TxDOT) Design Standards and Specifications supplemented by some specific City of Round Rock items.

FC 110.2 – ROUTE AND DESIGN STUDIES

Prepare Preliminary Engineering Report and schematic for the development of a roadway facility from Evergreen Drive to Gattis School Road.

Schematic Development

Data Collection

- At various times throughout the schematic design process, the Engineer will conduct site visits to collect data on geometry, drainage issues, and other engineering aspects, and collect additional photography of existing conditions.
- Obtain and review as-built drawings and documents pertinent to the project.

- Develop Plan Layouts with bike and pedestrian improvements.
- Develop Proposed Vertical Alignments
- Develop Existing and Proposed Typical Sections
- Create 3D model and preliminary cross sections in Open Roads.
    - Determine corridor wide limits of construction
    - Determine proposed grading
    - Create proposed surface for drainage design
    - Determine accurate cut/fill quantities
- Determine Additional ROW Requirements
- Develop Preliminary Utility Assignments

- Develop Preliminary Traffic Control Plan
- Develop Traffic Study to include traffic modeling, traffic counts, and documentation for justification of the number of lanes and intersection improvements along the limits of Red Bud Lane. Provide 24-hour tube counts to determine existing ADT, calculate future ADT, and turning movement counts. Determine optimal lane configurations at intersections
- Develop Preliminary Cost Estimates

Preliminary Drainage

- Delineate Offsite Drainage Areas
- Determine Times of Concentration
- Create a Land Use Map and determine runoff coefficients for both on-site and off-site areas
- Calculate Peak Flows at Culvert Crossings using the appropriatemethod
- Develop preliminary storm sewer layout and identify outfalls
- Size Proposed Cross Culverts
- Perform Impact Analysis
    - Determine Existing and Proposed impervious cover area values for each outfall
    - Determine the increase in peak flow rates between existing conditions and proposed.
    - Determine volume of runoff at each outfall location between existing conditions and proposed.
    - Create existing and proposed hydrographs at each outfall for both onsite and offsite runoff
    - Determine peak flows and timing of peaks on receiving streams prior to project development
    - Determine peak flows and timing of peaks on receiving streams after development
- Develop detention plan to mitigate increases caused by the project at each outfall including preliminary sizing requirements. Analyze peak flow mitigation alternatives based on City preferences.

Preliminary Engineering Report (PER)

- Develop Preliminary Engineering Report consisting of:
    - Summarize methodology, assumptions, and design criteria of each discipline
    - Summarize hydraulic results including peak flow calculations and culvert sizing summary
    - Alternative Analysis Summary with cost implications
    - Identification of additional ROW/easements required for the project.

- Cost Estimate
- Construction Duration Estimate
- All of the above will be reviewed and approved by the City prior to the PS&E design phase.
- Note: Preliminary Engineering report does not include any environmental summaries including those related to wetlands delineation, waters of the US, habitats, or cultural resources.

- Create Report Exhibits
- **Deliverables**
  - PER

Preliminary Schematic

- Develop Proposed Schematic Roll Plot (100 Scale)
- **Deliverables**
  - Schematic Roll Plot
  - Preliminary Engineering Report
  - Traffic Control Plan Roll Plot

FC 110.2 GEOTECHNICAL SERVICES

Geotechnical Drilling and Laboratory Testing (FC 110)

To perform soil borings along Red Bud Lane from Gattis School Road to just north of Forest Ridge Blvd in Round Rock, Williamson County, Texas for the purpose of providing pavement design recommendations for the reconstruction of the roadway. A total of 14 pavement borings will be advanced to maximum depths of 10 ft below existing ground surface utilizing a truck-mounted drilling rig or to auger refusal, whichever occurs first. We anticipate encountering a relatively thin veneer of dark brown clay overlying the limestone formation. The actual linear footage drilled will be itemized and invoiced to the client. The pavement borings will be located approximately 750 ft apart along the approximate 2.02 lineal mile of roadway. The project will consist of widening/reconstructing the existing 3 lane section to a proposed urban 5 lane section with curb/gutter and storm sewer applying mostly TxDOT standards and specifications.

Samples will be taken utilizing standard penetration tests or Shelby tube sampling techniques. The borings will be staked in the field utilizing tape and right angle measurements from existing benchmarks. The scope of services does not include surveying of boring locations and assumes surveyor will collect x, y, z coordinates. Laboratory testing will include but not limited to sulfate testing, lime series analysis, moisture contents, Atterberg limits, and California Bearing Ratio testing.

Additional Considerations (FC 110)

Our scope of services and estimated cost assumes that traffic control will be required and assumes all borings will be drilled within the existing right-of-away. It is also assumed that the borings can be drilled during the day between 9 AM to 4 PM, right of entry is provided, and that all boring locations will be accessible to a truck mounted drill rig. We have estimated a maximum of 2 days of traffic control. The number of traffic control days is warranted due to an estimated production rate of about 70 to 80 linear ft of drilling per day. The time associated with moving traffic control, moving drill rig from site to site, and cleaning up after completing of each boring reduces our daily footage rate.

Our scope and cost does not include Falling Weight Deflectometer testing nor does it include providing foundation recommendations for bridges or retaining walls. If bridges are required, RKCI will develop a scope and fee for these structures.

Geotechnical Deliverable (FC 110)

The results of our lab testing will be utilized to provide pavement design recommendations developed using TxDOT's FPS21 or other design programs acceptable to the City of Round Rock. We will prepare two to three flexible pavement designs. The flexible pavement designs will include but not limited to a subgrade stabilization option, a full-depth asphalt section, and a performance enhancement option. If warranted, RKCI will provide discussion regarding implementation of performance enhancement options, such as the use of geogrids, moisture barriers, and other options to improve the long-term performance of the pavements.

Our geotechnical delivery will also include and estimation of the potential vertical rise (PVR) and options to mitigate the PVR as required by the client.

Tentative Project Schedule

Based on our present workload, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rigs. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 10 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional 2 to 4 weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available.

FC 120.1 – ENVIRONMENTAL STUDIES

1. **Social, economic and Environmental Studies (FC 120)**
    a. Technical reports or memorandums that addresses the Antiquities Code of Texas, Section 404 of the Clean Water Act, threatened and endangered species, and potential hazardous materials issues will be prepared for the project to address environmental compliance.

        i. Texas Antiquities Code (Archeology) - The proposed facility is located within property owned or controlled by the City of Round Rock, therefore, the project is subject to the provisions of the

Antiquities Code of Texas (ACT). The ACT applies to political subdivisions of the state of Texas, defined as a "local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59" in 13 TAC §26.5 (i.e., municipalities, ports, river authorities, utility districts, etc.) and projects that occur on lands owned or controlled by the state or subdivisions thereof. The Engineer will conduct a background study of previous surveys and previously recorded archeological sites in and near the project area. The research will include review of site files, records, and maps filed at the Texas Archeological (TARL) and the THC library; the Texas Archeological Sites Atlas (TASA) online database; and records of National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. The project area may have been subject to a previous archeological and/or historic resources survey. If this is the case, a desktop review letter may be appropriate for consultation with the Texas Historical Commission (THC). The draft report will be submitted to THC staff for review and approval of the report findings and recommendations.

Assumptions for Archeological Services

- New ROW will be required, assumed at 100 feet along up to 0.15 mile of project length.
- Project area will not exceed approximately 2 miles long and generally up to approximately 150 feet wide.
- The depth of impacts from the proposed project is assumed to be 3 feet below the current ground surface for roadway construction.
- No cemeteries exist within the proposed project area. If discovered, assessment of the potential presence of human burials (including cemetery delineation) within the proposed project area in deference to Section 711 of the Texas Health and Safety Code regarding cemeteries may require a supplemental cost estimate and scope.

1. Deliverables:
    a. Draft/final archeological desktop review

ii. Section 404 of the Clean Water Act/Waters of the U.S. - To ensure compliance with Section 404 of the Clean Water Act, the Engineer shall identify and map jurisdictional waters of the U.S., including wetlands, that may be impacted by the project and determine permitting requirements. This effort will include identifying, delineating, and mapping the jurisdictional boundaries of streams,

wetlands, and other potential waters of the U.S. in the project area based on available maps, databases, and a field survey. The Engineer shall evaluate the impacts of project infrastructure to waters of the U.S., determine Section 404 permit requirements, and make permitting recommendations. The results of the information will be documented in a draft and final waters of the U.S. report. Section 404 permitting for the project (if applicable) is assumed to be approved under the Nationwide Permit Program without a Pre-Construction Notification (PCN), mitigation plan, or other coordination with the U.S. Army Corps of Engineers (USACE). Should a PCN, individual permit, mitigation plan, or other USACE coordination be required, they would be conducted under a separate scope of services.

1. Deliverables:
    a. Draft/final waters of the U.S. report

iii. Threatened and Endangered Species - A literature review and habitat assessment for plant and wildlife species that are listed as federally threatened, endangered, proposed threatened/endangered, or candidates under the Endangered Species Act and are listed as potentially occurring in Williamson County will be completed for the project. A professional biologist with knowledge and experience will conduct a habitat assessment for the project, including a field reconnaissance. Should further services be necessary such as presence/absence surveys for protected species or consultations with the U.S. Fish and Wildlife Service (USFWS), they would be conducted under a separate scope of services.

1. Deliverables:
    a. Draft/final biological resources technical report

iv. Potential Hazardous Materials - A hazardous materials regulatory review and site inspection will be conducted for the project. The findings will be summarized in the letter report or memorandum. Should further work be recommended such as a Phase I Site Assessment, it would be conducted under a separate scope of services.

    a. Deliverables:
    b. Draft/final letter report addressing hazardous materials

v. Public Involvement- Provide environmental constraint maps (plots) providing land use/land cover and environmental resource information.

vi. Assumptions

a. It is assumed that the proposed project is 100 percent funded by local monies. If federal funds or further involvement with the Texas Department of Transportation are necessary, then a separate scope of services would be required to address the TxDOT process.
b. Section 404 permitting is assumed to be covered under the Nationwide Permit Program. Should a pre-construction notification or an individual permit be necessary, they would be completed under a separate scope.
c. The scope of services does not include an archeological, testing or mitigation efforts.
d. Right of Entry will be provided by others

FC 120.2 - PUBLIC INVOLVEMENT

- Meet with local stakeholder during design process (3-4meetings)
- Attend Open House with all major task leaders
- Prepare exhibits and information for public meeting including schematic roll plot and plotting ENV constraints map

Concept Development and Planning, LLC (CD&P) will provide public involvement services for the Red Bud Lane project to share information with the public on the project and development process and to collect their input. CD&P will serve as part of the LJA project team, providing services to the City of Round Rock. CD&P will coordinate with the Red Bud Lane north project, along with other City of Round Rock initiatives, in an effort to understand the greater context of outreach efforts taking place around this project.

Project Management

CD&P will provide project status updates and generate invoices monthly. Strong project management allows us to anticipate potential stakeholder concerns or questions when possible and address them before or as they arise. This also allows us to adjust our approach with the public, should project status or circumstances indicate a need. CD&P will document all public involvement activities.

Deliverables:

- Prepare monthly reports and invoices (assume up to 9 months)
- Prep for, attend, and document project kick-off meeting, progress meetings, calls, or updates (assume up to 6 meetings)

Public Involvement

Outreach Activities

CD&P will provide public outreach and engagement throughout the design process. A Public Engagement Plan will be developed early in the project to outline goals of the outreach program, an initial list of stakeholders to include in the planning process, and potential outreach methods and activities.

A project database will be developed and will include property owners, homeowner association contacts, businesses, churches, educational/community organizations, elected/public officials, other agencies with interest in the project, and any interested individuals. Emails will be collected when possible to create a distribution list for project updates.

CD&P will arrange and attend meetings with key stakeholders as necessary. Stakeholder meetings may include individual and small group meetings arranged by the project team and/or attendance at regularly scheduled community group meetings. CD&P will coordinate, facilitate, and document these meetings.

CD&P will monitor a shared project email address provided through the City of Round Rock's domain and respond to questions and comments in a timely manner. Email updates to share project information will be developed and distributed through the project email address or a project MailChimp account. Social media messaging will be developed to share through existing City social media platforms.

CD&P will develop project materials to explain the project development and design process, and how to be involved. The purpose of these materials will be to relay information to the public in a clear, concise, and transparent manner. Maps and infographics will be developed for inclusion in materials to demonstrate elements of the project. CD&P will identify appropriate materials for different phases, including a fact sheet, exhibits, and Frequently Asked Questions. If there is a need for additional languages, CD&P will work with the City of Round Rock to develop a supplement for these services.

CD&P will develop content to be shared on a project webpage hosted through the City of Round Rock's website. This content will include background information on the project and team contact information and will be updated to include public meeting details, links to meeting materials, and a public meeting summary report.

Deliverables:

- Develop a Public Engagement Plan to guide the outreach process
- Develop a stakeholder database in Excel format and maintain throughout the project
- Coordinate, attend, and document up to 4 stakeholder meetings
- Coordinate, attend, and document up to 3 community group meetings
- Respond to stakeholder inquiries and provide up to 4 project email updates
- Provide social media content to be shared on City of Round Rock pages
- Develop project materials (fact sheet, maps and infographics, Frequently Asked Questions)
- Provide content for project webpage to be posted by City within the City website

Public Meetings

CD&P will plan, schedule, attend and facilitate up to 1 public meeting to share project information and collect feedback from stakeholders. The meeting will be hosted in a convenient community location, with efforts to select a public facility or a location with existing foot traffic.

Pre-meeting tasks may include calling and/or visiting potential meeting sites; reserving meeting space; developing and distributing meeting announcements; coordinating with community groups to help promote the meetings; and facilitating team preparation through team meetings or calls and/or a meeting rehearsal if deemed necessary.

CD&P will develop easy to understand meeting materials and exhibits, including display boards. CD&P will facilitate the meeting and document input received during the comment period. A summary report will be provided following the meeting and comment period.

Deliverables:

- Meeting announcements and promotion including flyers or mailers, social media content, signage, and/or other notification methods as deemed necessary
- Meeting logistics and preparation (team coordination meetings and rehearsals with team as necessary)
- Attendance and facilitation of public meeting
- Meeting materials and exhibits
- Meeting summary reports

FC 130 - UTILITY COORDINATION

- Prepare Contact List
- Hold Utility Kickoff Meeting
- Create Existing Utility CADD file incorporating SUE and plans provided from Utility Companies
- Develop Proposed Horizontal Alignments
- Prepare Conflict Assessment (Schematic)
- Hold Utility Coordination Meeting post schematic
- Work with Design Team to mitigate utilities wherepossible

FC 145 - PROJECT MANAGEMENT AND COMMUNICATION PLAN

- Develop Project Management Plan
    - Develop a Project Management Plan that will establish all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals. A

project specific QA/QC plan will be submitted within 30 days of NTP for approval which will detail the QA/QC process that will be followed.

- Develop Project Specific QA/QC Plan
- Meetings
    - Kickoff with City which will include the initial development of a design summary. A final design summary document will be emailed for approval after the kick-off meeting.
    - Kickoff with Team - Hold initial kick-off meeting with all team members during the first week after receiving the notice to proceed.
    - Milestone Meetings - Milestone Meetings will be held for each of the following submittals: Draft 30% Schematic. These meetings will include City of Round Rock staff and the Engineer's staff and are estimated to last up to 2 hours.
    - Team Coordination Meetings - Hold staff/team meetings at the Engineers office beginning with the second week of the project. The staff attending will be appropriate based upon the current assignments (up to 12 meetings)
    - Engineer will provide meeting minutes for all meetings with City.
- Invoicing and Contract Document Coordination
    - Prepare Master Contract and Sub Contracts
    - Prepare monthly invoices for submission to the City for all requests for payment
- Manage Sub Consultants
    - Monitor and supervise sub consultant activities (staff and schedule).
    - Review and approve sub consultant invoices.
- Produce Project Scheduling
    - Prepare an initial critical path schedule in Microsoft Project format for approval by the City indicating tasks, milestones, major meetings, and reviews. Update schedule with each milestone deliverable.
- Submittals
    - Prepare Submittals for City Oversight Reviews
    - Document control
- **Deliverables**
    - Monthly Invoices

FC – 150 TOPOGRAPHICAL & BOUNDARY SURVEY

A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.

B. Survey field notes will be submitted if requested by the City of Round Rock.

C. The City of Round Rock will assist in obtaining right-of-entry agreements with property owners for the required field surveys (short of litigation). Surveyor will make initial contacts with property owners for right-of-entry.

1. Topographic Surveys for Engineering Design and Hydraulic analysis

A. Inland Geodetics will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.

B. Vertical control will be established via differential level loops from known project control reconciled to projects within the immediate vicinity (Gattis School Road, US 79, Red Bud Lane). A vertical benchmark system will be perpetuated at approximate 1000 foot intervals for future reference on the plans and maintained to construction, if necessary.

Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing drainage features to the project limits, Collect spot elevations along the project route including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, significant trees (8” and up), any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.

C. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.

D. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's

standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code. Surveyed data will be provided in Microstation compatible 2D and 3D files, TIN file, and Geopak DTM file. The survey shot point attributes will appear on separate levels.

E. Inland will coordinate with SUE provider to survey the designated markings for approx. 62K LF of underground utilities along the project route. Inland will perform basic line connectivity of the marked line in the field and depict them within the deliverable files.

2. Boundary Surveys – FC 130

A. Perform sufficient property records research to obtain current ownership and deed information of adjoining properties. Surveyor will prepare a property schematic of the existing ROW and intersecting side streets.

FC 163 – MISCELLANEOUS ROADWAY SUBSURFACE UTILITIES

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL"D") – Information obtained from existing utility records.
- Quality Level C (QL"C") – Surveyed data depicting visible above-ground features supplemented with QL"D" information.
- Quality Level B (QL"B") – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating," this level incorporates QL"C" information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL"A") – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as "locating," this level incorporates QL"B" information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by LJA Engineering (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with

Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QL"B" SUE services along a 2.05 mile stretch of Red Bud Lane from the full intersection of Gattis School Road and Red Bud Lane to north of Evergreen Drive for a full ROW to ROW width. In general, the project consists of widening and reconstructing the existing 3 lane section to a proposed urban 5 lane section with curb/gutter and storm sewer. The approximate SUE limits of this project are shown in Exhibit B. TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Irrigation lines and utility services lines are excluded from this scope of work. Additionally, TRG will perform an inventory of overhead utilities within the project limits.

Wastewater and storm facilities are excluded from this scope of work. It is assumed that the Client will provide TRG with all wastewater and storm invert information in the surveyed background files.

The survey of SUE field markings is not included in the scope of work. It is assumed that the Client will provide all survey collection and control in accordance to project requirements.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

TRG Procedures

QL"D" and "C" – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL"B" – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work;

however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

TRG has made the following assumptions regarding QLB designating on this project:

- No designed traffic control plans will be required.
- No temporary use permits from the City of Round Rock (CoRR) will be required. TRG will coordinate proposed plans, dates and hours with the Project Manager.
- Records provided by utility companies depict several water, wastewater force mains and reclaimed lines located within the roadway north of Forest Creek Drive, either on the northbound or southbound lanes, requiring traffic to be diverted onto the median. Thus, non-routine traffic control measures will be required to designate those utilities. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided. This proposal establishes a **maximum budget of $2,400.00** for non-routine traffic control measures (assumed 3 separate setups).

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11" x 17" SUE Plan Sheets depicting all designated and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG will apply for the required ROW permits immediately following receipt of NTP. TRG estimates that the SUE work can be completed in twenty-six (26) working days, broken down as follows:

- QL"B" field work – 16 days
- QL"B" deliverable preparation – 10 days (following receipt of survey information)

EXHIBIT C

Work Schedule

Attached Behind This Page

Redbud Lane Exhibit C

ID	Task Name	Duration	Start	Finish
0	**Red Bud Schematic Schedule**	**249 days**	**10/1/19**	**5/28/20**
1	Notice To Proceed	0 days	10/1/19	10/1/19
2	**Data Collection**	**60 days**	**10/7/19**	**12/4/19**
3	Field Survey	60 days	10/7/19	12/4/19
4	Utility Location	60 days	10/7/19	12/4/19
5	Geotechnical Services	60 days	10/7/19	12/4/19
6	Design Concept Conference	1 day	12/4/19	12/5/19
7	Environmental Services	90 days	10/14/19	1/9/20
8	**Design**	**174 days**	**12/12/19**	**5/28/20**
9	**Schematic Design & Review**	**174 days**	**12/12/19**	**5/28/20**
10	Schematic Design	90 days	12/12/19	3/8/20
11	Public Meeting	0 days	4/6/20	4/6/20
12	Review by City	14 days	4/6/20	4/19/20
13	Comment Resolution	10 days	4/19/20	4/29/20
14	Schematic Update	30 days	4/29/20	5/28/20
15	Final Schematic	0 days	5/28/20	5/28/20

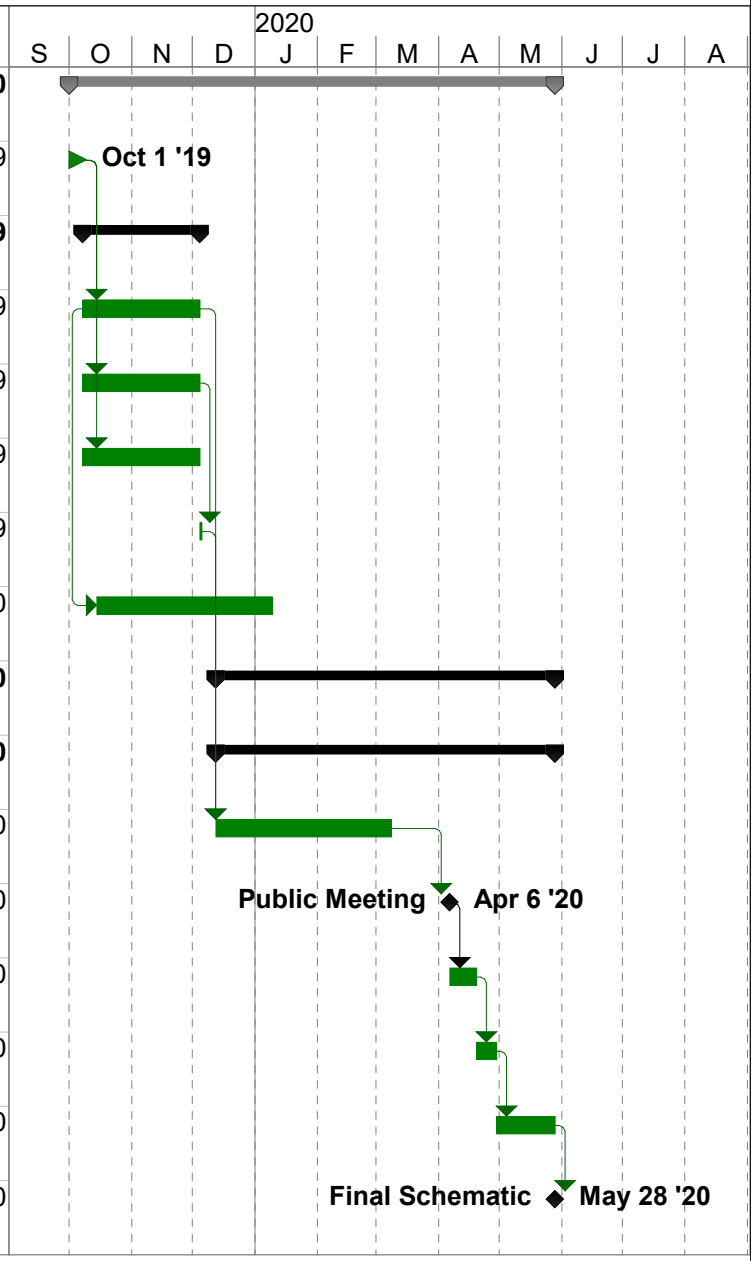

EXHIBIT D

Fee Schedule

Attached Behind This Page

EXHIBIT D
FEE SCHEDULE - Design Services for Schematic Development
PROJECT NAME: Red Bud Lane
PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 8/23/2019

RED BUD LANE PROJECT

	TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 110.1 - Route and Design Studies											
	Schematic Development										
	Collect Existing Data				12.0						12.0
	Site Visits			16.0	24.0						40.0
	Develop Horizontal Alignment	2.0	4.0	8.0	16.0						30.0
	Develop Plan Layout	2.0	4.0	24.0	32.0						62.0
	Develop Vertical Alignment	2.0	4.0	16.0	24.0						46.0
	Develop Typical Sections	2.0	4.0	16.0	24.0						46.0
	Develop Preliminary Cross Sections and 3D Model	2.0	4.0	24.0		64.0					94.0
	Determine Additional ROW	2.0	2.0	6.0	12.0						22.0
	Develop Preliminary Traffic Control Plan	2.0	16.0	24.0							42.0
	Perform Traffic Study	2.0	16.0	16.0							34.0
	Develop Cost Estimates	2.0	2.0	8.0	16.0						28.0
	Preliminary Drainage										0.0
	Delineate offsite drainage areas		2.0	8.0	8.0						18.0
	Determine Times of Concentration		2.0	4.0	8.0						14.0
	Create Land Use Map and determine runoff coefficients		2.0			8.0					10.0
	Calculate Peak Flows	2.0	2.0	16.0	16.0						36.0
	Develop preliminary storm sewer layout	2.0	2.0	24.0	40.0						68.0
	Size proposed cross culverts	2.0	2.0	24.0	8.0						36.0
	Impact Analysis										0.0
	Determine Existing and Proposed Impervious Cover			2.0	16.0						18.0
	Determine increase in peak flow rates between existing and proposed			2.0	16.0						18.0
	Determine increase in volume of of runoff between existing and proposed			12.0	12.0						24.0
	Create existing and proposed hydrographs at each outfall		4.0	12.0							16.0
	Determine peak flows with timing-existing condition		8.0	8.0							16.0
	Determine peak flows with timing-proposed condition		8.0	8.0							16.0
	Preliminary Detention Plan (Calculations and Sizing)		8.0	16.0							24.0
	Preliminary Engineering Report										0.0
	Design Criteria Summary	1.0		4.0	4.0						9.0
	Summary of Methodology and Assumptions (all disciplines)	1.0	16.0	8.0							25.0
	Summary of Peak Flow Calculations	1.0	2.0	2.0	8.0						13.0
	Summary of preliminary culvert sizing and calculations	1.0		4.0	4.0						9.0
	Develop Construction Duration Schedule	1.0	4.0								5.0
	Alternative Analysis Summary	1.0	4.0	8.0							13.0
	Project Location Map	1.0		2.0	8.0	8.0					19.0
	Drainage Area Map	1.0		2.0	8.0	8.0					19.0
	Develop Schematic										0.0
	Develop TCP Roll Plot	2.0	4.0	8.0	16.0						30.0
	Develop Schematic Roll Plot	2.0	16.0	24.0	60.0		60.0				162.0
HOURS SUB-TOTALS		36.0	142.0	356.0	392.0	88.0	60.0	0.0	0.0	0.0	1074.0
LABOR RATE PER HOUR		$230	$180	$160	$135	$120	$85	$110	$95	$70	
SUBTOTAL		$8,280	$25,560	$56,960	$52,920	$10,560	$5,100	$0	$0	$0	$159,380

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 110.2 - Geotechnical											
	GeoTch Engineering - **SEE RABA KISTNER FEE**										

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 120.1 - Environmental Studies											
	Environmental - **See Blanton & Associates Fee**										
HOURS SUB-TOTALS		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
LABOR RATE PER HOUR		$230	$180	$160	$135	$120	$85	$110	$95	$70	
SUBTOTAL		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 120.2 - Public Involvement											
	Meet with Stake Holders (3-4 meetings)	16.0	16.0								32.0
	Develop Exhibits for Open House Meeting (1 meeting)	2.0	4.0	8.0			16.0				30.0
	Public Meeting	4.0	4.0	8.0	8.0						24.0
	Coordinate Open House Meetings, Signs, Fliers, Etc. - **SEE CD&P Fee**										
HOURS SUB-TOTALS		22.0	24.0	16.0	8.0	0.0	16.0	0.0	0.0	0.0	86.0
LABOR RATE PER HOUR		$230	$180	$160	$135	$120	$85	$110	$95	$70	
SUBTOTAL		$5,060	$4,320	$2,560	$1,080	$0	$1,360	$0	$0	$0	$14,380

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 130 - Utility Coordination											
	Prepare Contact List			8.0							8.0
	Hold Utility Kickoff Meeting	2.0		2.0							4.0
	Develop Preliminary Utility Assignments	2.0	4.0	8.0	8.0						22.0
	Create Existing Utility CADD File		4.0	8.0							12.0
	Prepare Conflict Assessment	2.0	4.0	16.0	16.0						38.0
	Hold Post Schematic Utility Coordination meeting	2.0		2.0							4.0
	Coordinate with design team to reduce conflicts	2.0		8.0	8.0						18.0
HOURS SUB-TOTALS		10.0	12.0	52.0	32.0	0.0	0.0	0.0	0.0	0.0	106.0
LABOR RATE PER HOUR		$230	$180	$160	$135	$120	$85	$110	$95	$70	
SUBTOTAL		$2,300	$2,160	$8,320	$4,320	$0	$0	$0	$0	$0	$17,100

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 145 - Project Management										
Prepare Project Management Plan	4.0	8.0								12.0
Prepare Project Specific QA/QC Plan	2.0	8.0								10.0
Kick-off Meeting with City	2.0	2.0								4.0
Kick-off Meeting with Team	2.0	2.0	2.0	2.0	2.0	2.0				12.0
Milestone Meetings	2.0	2.0	2.0							6.0
Team Coordination Meetings (12)	12.0		12.0	12.0	12.0					48.0
Meeting Minutes (All Meetings)	4.0		24.0						24.0	52.0
Master Contract and Sub Consultant Contract Creation	12.0								16.0	28.0
Monthly Invoices	16.0								16.0	32.0
Manage Sub Consultants										0.0
CD&P	8.0									8.0
Inland	8.0		8.0							16.0
Rios	8.0									8.0
Raba Kistner	4.0		8.0							12.0
Blanton	4.0		4.0							8.0
Project Schedule	4.0	4.0								8.0
Document Control									24.0	24.0
Prepare Submittals for City Oversight Reviews	8.0	8.0							16.0	32.0
HOURS SUB-TOTALS	100.0	34.0	60.0	14.0	14.0	2.0	0.0	0.0	96.0	320.0
LABOR RATE PER HOUR	$230	$180	$160	$135	$120	$85	$110	$95	$70	
SUBTOTAL	$23,000	$6,120	$9,600	$1,890	$1,680	$170	$0	$0	$6,720	$49,180

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 150 - Topographical Survey										
Design Survey - **See INLAND Fee Schedule**										
Boundary Survey - **See INLAND Fee Schedule**										

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 163 - Subsurface Utility Engineering										
Design Survey - **See Rios Group Fee Schedule**										

RED BUD LANE FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Cost Task
FC 110.1 - Route and Design Studies	$8,280	$25,560	$56,960	$52,920	$10,560	$5,100	$0	$0	$0	$ 159,380.00
FC 110.2 - Geotechnical										$ -
FC 120.1 - Environmental Studies										$ -
FC 120.2 - Public Involvement	$5,060	$4,320	$2,560	$1,080	$0	$1,360	$0	$0	$0	$ 14,380.00
FC 130 - Utility Coordination	$2,300	$2,160	$8,320	$4,320	$0	$0	$0	$0	$0	$ 17,100.00
FC 145 - Project Management	$23,000	$6,120	$9,600	$1,890	$1,680	$170	$0	$0	$6,720	$ 49,180.00
FC 163 - Subsurface Utility Engineering										$ -
FC 163 - Subsurface Utility Engineering										$ -
SUBTOTAL LABOR EXPENSES	$ 38,640	$ 38,160	$ 77,440	$ 60,210	$ 12,240	$ 6,630	$ -	$ -	$ 6,720	**$240,040**
DIRECT EXPENSES	Rate	Quantity	Cost							
Mileage	$0.58	100	$57.50							$57.50
Courier Services (Deliveries)	$30.00	2	$60.00							$60.00
Traffic Counts	$1,000.00	1	$1,000.00							$1,000.00
CADD Plotting (per SQ/FT)	$1.50	120	$180.00							$180.00
Photocopies B/W (8.5 X 11)	$0.10	250	$25.00							$25.00
Photocopies B/W (11 X 17)	$0.15	60	$9.00							$9.00
Photocopies Color (8 X 10)	$0.75	60	$45.00							$45.00
Photocopies Color (11 X 17)	$1.00	60	$60.00							$60.00
Outside Reproduction (Reports)	$200.00	2	$400.00							$400.00
Exhibit Roll Plots (Mounted Color on Bond)	$100.00	4	$400.00							$400.00
SUBTOTAL DIRECT EXPENSES										**$2,236.50**
LJA ENGINEERING, INC. TOTAL										**$242,276.50**
SUBCONSULTANTS										
PUBLIC INVOLVEMENT (CD&P)										$46,985.40
SURVEY (Inland)										$152,124.00
SUE (RIOS)										$43,814.66
GEOTECHNICAL (RABA KISTNER)										$17,930.09
ENVIRONMENTAL (BLANTON)										$47,733.00
TOTAL - SUB CONSULTANTS:										**$308,587.15**
GRAND TOTAL										**$550,863.65**

ATTACHMENT 1: CD&P

CD1 **EXHIBIT D - FEE SCHEDULE**

PROJECT NAME: RED BUD NORTH

FROM US 79 TO CR 117

TASK DESCRIPTION	MANAGER $175	PI SPECIALIST $125	PI COORDINATOR $85	GRAPHICS $100	ADMIN $55	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)						
Project progress meetings (up to 6)	6	18				24
Project management, invoices, progress reports (9 months assumed)	9	27				20
HOURS SUB-TOTALS	15	45				60
CONTRACT RATE PER HOUR	$175.00	$125.00	$85.00	$100.00	$55.00	
TOTAL LABOR COSTS	$2,625.00	$5,625.00	$0.00	$0.00	$0.00	$8,250.00
SUBTOTAL (FC 164)						**$8,250.00**
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)						
Public Engagment Plan	2		4	2	6	14
Stakeholder database development and maintenance	2	4	24		24	54
General project materials (maps, fact sheets)	8	16	12	16		52
Webcontent (for City to post on City's website)	2	4		4		10
Email updates (assume 4 outside of meeting notices)	2	4	4		4	14
Stakeholder Communications						
Stakeholder meetings (up to 4) and communications	20	4	20		20	64
Community meetings (up to 3)	12	3	12		6	33
Public Meetings (1 assumed)						
Logistics	2	4	4		4	14
Notices (letters, email, signage)	2	6	4		8	20
Materials (maps, exhibits, handouts)	6	8	8	10		32
Faciliation	4	4	6		6	20
Meeting Summary	3	6	8	2	12	31
HOURS SUB-TOTALS	65	63	106	34	90	358
CONTRACT RATE PER HOUR	$175.00	$125.00	$85.00	$100.00	$55.00	
TOTAL LABOR COSTS	$11,375.00	$7,875.00	$9,010.00	$3,400.00	$4,950.00	$36,610.00
SUBTOTAL (FC120)						**$36,610.00**

DESCRIPTION						**TOTAL COSTS BY FC**
PROJECT MANAGEMENT (FC 164)						$8,250.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)						$36,610.00
SUBTOTAL LABOR EXPENSES						**$44,860.00**
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**				
Mileage (# of miles) (current state rate)	630	$0.580				$365.40
Photocopies Color (8.5 X 11)	200	$0.40				$80.00
Photocopies Color (11 X 17)	200	$0.80				$160.00
Foam core exhibit boards	4	$75.00				$300.00
Venue Rental	1	$250.00				$250.00
Postage	400	$0.55				$220.00
Advertisements	1	$500.00				$500.00
Misc. (meeting supplies, signage, report binding, etc.)	1	$250.00				$250.00
SUBTOTAL DIRECT EXPENSES						**$2,125.40**

SUMMARY	
TOTAL COSTS	$ 44,860.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ 2,125.40
GRAND TOTAL	$ 46,985.40

ATTACHMENT 2: INLAND GEODETICS

SERVICE	2 CREW	3 CREW	4 CREW	1GPS	PM	RPLS	SEN TECH	TECH	LSLS	ADMIN	DIRECT	GPS REC.($15/Unit/Hour)		VEHICLES($60/Unit/Day)		ATV's ($55/Unit/Day)		INDIRECT	TOTAL
RATE / HOUR	$150	$170	$190	$125	$146	$140	$102	$98	$156	$58		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days		
											$ -							$ -	$ -
ADMIN/MOBILIZATION					12 HRS	4 HRS	8 HRS			12 HRS	$ 3,824.00							$ -	$ 3,824.00
											$ -							$ -	$ -
PRIMARY CONTROL (6)	16 HRS			8 HRS		2 HRS	4 HRS				$ 4,088.00							$ -	$ 4,088.00
SECONDARY CONTROL	40 HRS	16 HRS		24 HRS			16 HRS			4 HRS	$ 13,584.00							$ -	$ 13,584.00
LEVELS	8 HRS	24 HRS				2 HRS	4 HRS				$ 5,968.00							$ -	$ 5,968.00
											$ -							$ -	$ -
FIELD SURVEY	160 HRS	32 HRS		134 HRS		16 HRS	24 HRS			12 HRS	$ 51,574.00							$ -	$ 51,574.00
DATA PROCESSING						12 HRS	120 HRS			8 HRS	$ 14,384.00							$ -	$ 14,384.00
QA/QC	16 HRS					8 HRS	8 HRS				$ 4,336.00							$ -	$ 4,336.00
											$ -							$ -	$ -
SUE DESIGNATING LOCATES	40 HRS			32 HRS		2 HRS	8 HRS				$ 11,096.00							$ -	$ 11,096.00
62K LF											$ -							$ -	$ -
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DESIGN TOPOGRAPHIC SURVEY	280 HRS	72 HRS	0 HRS	198 HRS	12 HRS	46 HRS	192 HRS	0 HRS	0 HRS	36 HRS	$ 108,854.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 108,854.00
											$ -							$ -	$ -
DEED RESEARCH						16 HRS	24 HRS				$ 4,688.00							$ -	$ 4,688.00
DEED PLOT WORKING SKETCH						16 HRS	40 HRS				$ 6,320.00							$ -	$ 6,320.00
											$ -							$ -	$ -
INITIAL FIELD SURVEY	40 HRS			24 HRS		24 HRS	40 HRS			4 HRS	$ 16,672.00							$ -	$ 16,672.00
BOUNDARY ANALYSIS (EX ROW)						24 HRS	16 HRS				$ 4,992.00							$ -	$ 4,992.00
											$ -							$ -	$ -
SECONDARY FIELD SURVEY	24 HRS			16 HRS		8 HRS	8 HRS				$ 7,536.00							$ -	$ 7,536.00
											$ -							$ -	$ -
FINAL PROPERTY SCHEMATIC						4 HRS	16 HRS				$ 2,192.00							$ -	$ 2,192.00
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ROW SURVEY	64 HRS	0 HRS	0 HRS	40 HRS	0 HRS	92 HRS	144 HRS	0 HRS	0 HRS	4 HRS	$ 42,400.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 42,400.00
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OTHER SURVEYING TASKS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	$ -		0 HRS		0 DAYS		0 DAYS	$ -	$ -
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	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	$ -		0 HRS		0 DAYS		0 DAYS	$ -	$ -
SUB-TOTAL	344 HRS	72 HRS	0 HRS	238 HRS	12 HRS	138 HRS	336 HRS	0 HRS	0 HRS	40 HRS	$ 151,254.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	$ -	$ 151,254.00
REIMBURSEABLE ITEMS																			$ 870.00
REIMBURSEABLE SERVICES																			$ -
ESTIMATED FEE	$51,600	$12,240	$0	$29,750	$1,752	$19,320	$34,272	$0	$0	$2,320			$0		$0		$0		$ 152,124.00
																			$152,124

Cost Variables:		Reimburseable Services Include:		Reimburseable Fees Include:	
GPS Receivers	$15		$0.00	SUPPLIES	$870.00
Vehicle	$60		$0.00		$0.00
ATV	$55		$0.00		$0.00
		Total:	$0.00	Total:	$870.00

ATTACHMENT 3: RIOS GROUP

THE RIOS GROUP

Estimate for Subsurface Utility Engineering
Red Bud Lane Reconstruction
City of Round Rock

EXHIBIT A

Hourly Office Labor		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
Project Manager	$	252.40	6	HR	$	1,514.40
Project Engineer	$	136.84	25	HR	$	3,421.00
Administrative	$	67.42	8	HR	$	539.36
CADD Technician	$	79.07	30	HR	$	2,372.10
Field Manager	$	103.39	20	HR	$	2,067.80
Sub-Total					**$**	**9,914.66**

Direct Expenses		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
Traffic Control (Lane closures)	$	800.00	3	DAY	$	2,400.00
Sub-Total					**$**	**2,400.00**

QL"B" SUE Designating		*Rate*	*Assumed Quantity*	*Unit of Measure*		*Sub-Total*
Designating Crew (2 man)	$	210.00	150	HR	$	31,500.00
Designating Crew (1 man)	$	136.50	0	HR	$	-
Sub-Total					**$**	**31,500.00**
Total Estimated Cost					**$**	**43,814.66**

ATTACHMENT 4: BLANTON & ASSOCIATES

Red Bud Lane

FUNCTION CODE 120 / TASK DESCRIPTION	Env Manger	Sr Env Planner	Env Planner II	Env Planner I	Sr Env Sci Sr Biologist	Env Sci II	Env Sci I Bio I Archeologist	Biologist II Sr Historian Sr Archeologist	Sr GIS Tech	GIS Tech	Technical Editor	TOTALS	TOTAL COST
Draft/Final Constraints Identification and Mapping (FC 120)	8					32			4	32		76	
Draft/Final Alternatives Evaluation Matrix (FC 120)	12					40				8	4	64	
Draft/Final Archeology Desktop/Background Review	4							24		4	4	36	
~~Antiquities Permit~~	~~0~~							~~0~~		~~0~~	~~0~~	~~0~~	
~~Survey, Report and Curation~~	~~0~~						~~0~~	~~0~~		~~0~~	~~0~~	~~0~~	
Draft/Final Biological Resources Technical Report	4				40			8		8	4	64	
Draft/Final Water Resources Technical Report	4				40			8		8	4	64	
Draft/Final Letter Report Addressing Hazardous Materials	4				40			8		8	4	64	
Public Meeting Preparation	8					8			8	0		24	
Meetings with City/Team	16					16						32	
												0	
												0	
												0	
												0	
												0	
												0	
FC170 SUBTOTAL	60	0	0	0	120	96	0	48	12	68	20	424	
TOTAL HOURS	60	0	0	0	120	96	0	48	12	68	20	424	
BASE RATE	$ 166.00	$ 136.00	$ 115.00	$ 90.00	$ 120.00	$ 106.50	$ 93.00	$ 98.00	$ 101.00	$ 75.00	$ 76.00		
TOTAL DIRECT LABOR	$ 9,960.00	$ -	$ -	$ -	$ 14,400.00	$ 10,224.00	$ -	$ 4,704.00	$ 1,212.00	$ 5,100.00	$ 1,520.00		**$ 47,120.00**

DIRECT EXPENSES		UNIT	UNIT COST	QTY	COST		
Mileage	200	Mile	0.565	0	$ 113.00		
Backhoe Rental		DAY	1,400.00		$ -		
Rental Truck		DAY	120.00		$ -		
Gas for Rental Truck		DAY	20.00		$ -		
Standard Postage		Each	0.49	0	$ -		
Photocopies B/W (8 1/2" X 11")		Each	0.10		$ -		
Photocopies B/W (11" X 17")		Each	0.20	0	$ -		
Photocopies Color (8 1/2" X 11")		Each	0.50	0	$ -		
Plots (Color on Bond)		SF	1.75	0	$ -		
Newspaper Advertisement		per publication	6,000.00		$ -		
Law Enforcement/Uniform Officer (including Vehicle		Hour	50.00		$ -		
Translator (English to Spanish) for Public Involvement		Event	500.00		$ -		
Custodian for Public Involvement		Hour	30.00		$ -		
Public Involvement Facility Rental		Event	1,000.00		$ -		
Hazardous Materials Database Radius Report	1	Each	500.00		$ 500.00		
~~Curatorial Repository Fee~~	~~0~~	~~Event~~	~~200.00~~		~~$ -~~		
~~Site Form Fee~~	~~0~~	~~Event~~	~~96.00~~		~~$ -~~		
Deliveries		EA	15.00		$ -		
TOTAL EXPENSES					$ 613.00	**$**	**613.00**
						TOTAL COST TASK C	**$ 47,733.00**

ATTACHMENT 4: RABA KISTNER

2019 City of Round Rock Fee Schedule

ESTIMATE WORKSHEET FOR: Red Bud Lane from Gattis School RD to just north of Forest Ridge

Notes:

Geologic Formation: Austin Chalk
Geologic Formation Continued:

Prepared by: GO **Date:** 8/12/2019
CLIENT: **PROPOSAL NO:** PAA19-114-00, Revision No. 1

Darek Bohls, P.E., CFM	Type	Number	Depth	Soil	Rock	Soil	Rock
LJA Engineering						0	0
921 West New Hope Drive, Suite 603		14	10	10	0	140	0
Cedar Park, Texas 78613						0	0
						0	0
						0	0
	Totals	14	10			140	0

FIELD OPERATIONS (FC 110)		QUANTITY		UNIT PRICE	TOTAL
Mobilization of Drill Rig, Drill crew & Support		1	l.s.	$308.94	$308.94
Mobilization of Drill Rig, Drill crew & Support		0	miles	$4.33	$0.00
3" Thin-Wall Sampling in Cohesive Soils or Intermittent Sampling in Granular Soils		140	l.f.	$15.45	$2,163.00
Augering (soil)		0	l.f.	$17.85	$0.00
Augering (Soft Rock)		0	l.f.	$21.65	$0.00
Nx Core Drilling - (Soft Rock)		0	l.f.	$36.25	$0.00
Nx Core Drilling - (Hard Rock)		0	l.f.	$47.00	$0.00
Standard Wet Rotary		0	l.f.	$23.80	$0.00
Field Penetrations	SPT	0	ea.	$24.90	$0.00
	THD	0	ea.	$29.20	$0.00
Shelby Tubes		0	ea.	$24.90	$0.00
Air Compressor		0	day	$180.25	$0.00
Grout Backfill		0	ft	$3.80	$0.00
Driller Standby		0	hrs.	$250.00	$0.00
Standard Pavement Coring		14	ea.	$84.35	$1,180.90
Concrete/AC Patch		14	ea.	$71.95	$1,007.30
				10% Markup	$466.01
				Drilling Subtotal:	***$4,660.14***

OTHER DIRECT EXPENSES (FC 110)				
Selective Brush Clearing (Hydro-Axe)	0	day	$2,575.00	$0.00
Selective Brush Clearing (Minor Clearing)	0	day	$1,751.00	$0.00
Traffic Control (Full Day Lane Closure)	2	day	$1,545.00	$3,090.00
Traffic Control (Partial Day Lane Closure)	0	day	$772.50	$0.00
Traffic Control - Signs, barricades (Cost + 10%)	0	cost +	$0.00	$0.00
Street Cut Permit	0	each	$360.50	$0.00
All other outside expenses (Cost + 10%)	0	cost +	$0.00	$0.00
			10% Markup	$309.00
			Other Direct Expenses Subtotal:	***$3,399.00***

STAKING/LOGGING/COORDINATION (FC 110)	Notes			
Staking (Geotechnical Technician)	4	hrs.	$68.00	$272.00
Logging (Geotechnical Technician)	20	hrs.	$68.00	$1,360.00
Logger Truck (Local)	3	day	$61.65	$184.95
			Logging Subtotal:	***$1,816.95***

LABORATORY TESTS (FC 110)				
Atterberg Limits	14	ea.	$92.00	$1,288.00
Moisture Content (at 5 ft intervals)	40	ea.	$14.50	$580.00
Minus 200-mesh Sieve	4	ea.	$63.00	$252.00
Unconfined Compression (Soil)	0	ea.	$48.00	$0.00
Unconfined Compression (Rock)	0	ea.	$57.00	$0.00
Sawed Ends	0	per end	$12.40	$0.00
Hydrometer Analysis (Includes Sample Prep, Grain Size, & Specific Gravity)	0	ea.	$305.00	$0.00
Sieve Analysis (Coarse)	0	ea.	$48.00	$0.00
Sieve Analysis (Fine)	0	ea.	$58.00	$0.00
Free Swell Test	0	ea.	$175.00	$0.00
Pressure Swell Test	0	ea.	$330.00	$0.00
Corrosivity Test (Chloride, pH, Resistivity)	0	ea.	$295.00	$0.00
Moisture-Density Test Only	1	ea.	$280.00	$280.00
CBR(M-D with 1 Specimen)	1	set	$889.00	$889.00
Sulfate Testing	7	ea.	$95.00	$665.00
Permeability + Remolding	0	ea.	$498.11	$0.00
			Testing Subtotal:	***$3,954.00***

ENGINEERING AND REPORT (FC 110)	QUANTITY		UNIT PRICE	TOTAL
Principal Engineer	0	hrs.	$220.00	$0.00
Senior Engineer/Consultant	0	hrs.	$220.00	$0.00
Project Manager	2	hrs.	$195.00	$390.00
Project Engineer	6	hrs.	$185.00	$1,110.00
Engineer	12	hrs.	$110.00	$1,320.00
Engineer in Training	8	hrs.	$105.00	$840.00
Geotechnical Technician	0	hrs.	$68.00	$0.00
CADD Operator	2	hrs.	$90.00	$180.00
Clerical	4	hrs.	$65.00	$260.00
			Engineering Subtotal:	**$4,100.00**

TOTAL:	***$17,930.09***

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2019

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 USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	**CONTACT NAME:** Shelly Brandman/Michelle Weweh **PHONE (A/C, No, Ext):** 713 490-4600 **FAX (A/C, No):** **E-MAIL ADDRESS:** shelly.brandman@usi.com
INSURED LJAENGIN LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston TX 77042	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Hartford Casualty Insurance Company — 29424 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Argonaut Insurance Company — 19801 **INSURER E :** Berkley Insurance Company — 32603 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 977875306 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			61UUNJD0702	9/1/2019	9/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X BI/PD Ded: [ ] $10,000			61UUNJD0702	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			61XHUHH0569	9/1/2019	9/1/2020	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002002511 928308620044	9/1/2019 9/1/2019	9/1/2020 9/1/2020	X 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
E	Professional Liability			AEC903164704	9/1/2019	9/1/2020	$5,000,000 $5,000,000	Per Claim Annl Aggr.

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

General Liability Maximum Annual Aggregate limit $10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

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

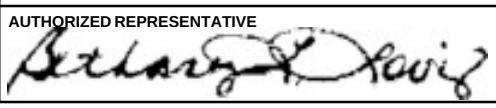
CERTIFICATE HOLDER

City of Round Rock
221 East Main Street
Round Rock TX 78664

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: LJAENGIN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY USI Southwest	NAMED INSURED LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston TX 77042
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General and Automobile Liability, and Workers Compensation policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.