

**EXHIBIT**

**"A"**



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

**FIRM:** RPS INFRASTRUCTURE, INC. ("Engineer")  
**ADDRESS:** 4801 Southwest Parkway, Pkwy 2, Suite 150, Austin, TX 78735  
**PROJECT:** CR 112 Improvements from A.W. Grimes Boulevard to CR 117

**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 Three Hundred Forty-Seven Thousand Four Hundred Forty-Two and 39/100 Dollars (\$347,442.39) 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:

Bill Stablein  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 218-3237  
Mobile Number (512) 801-4456  
Fax Number (512) 218-5563  
Email Address [bstablein@roundrocktexas.gov](mailto:bstablein@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:

James Schwerdtfeger  
Sr. Project Manager  
4801 Southwest Parkway, Pkwy 2, Suite 150  
Austin, TX 78735  
Telephone Number (512) 328-5771  
Fax Number (512) 328-5774  
Email Address [James.schwerdtfeger@rpsgroup.com](mailto:James.schwerdtfeger@rpsgroup.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:**

James Schwerdtfeger  
Sr. Project Manager  
4801 Southwest Parkway, Pkwy 2, Suite 150  
Austin, TX 78735

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

**(1) Time is of the Essence.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

**(2) Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**(3) Enforcement and Venue.** This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or

all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**(4) Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

#### **ARTICLE 34** **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

*[signature page follows]*

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

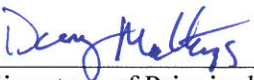
By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

RPS INFRASTRUCTURE, INC.

By:   
Signature of Principal  
Printed Name: DOUG MATTHYS  
EXECUTIVE DIRECTOR



### **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

### **for Roadway Improvements on CR 112 from A.W. Grimes Blvd to CR 117 Round Rock, Texas**

From: A.W. Grimes Blvd  
To: approximately 400' east of CR 117  
Length: 1.18 miles  
County: Williamson  
City: Round Rock

#### **PROJECT STATEMENT**

The roadway improvements for CR 112 from A.W. Grimes Blvd to approximately 400' east of CR 117 are to widen this 1.18-mile section from a two-lane roadway to four-lane divided roadway and add pedestrian facilities. The City's Transportation Master Plan indicates this section of CR 112 should be enhanced to six-lanes. The schematic will depict this six-lane section; however, the PS&E will be developed for a four-lane section that will accommodate the future six-lane divided section.

#### **PROJECT DESCRIPTION**

##### **Existing Facility**

This section of CR 112 begins at a mostly built out and signalized intersection at A.W. Grimes Blvd then tapers down to a two-lane roadway for approximately 800-feet. The next 1000-feet includes 42-feet of pavement (2-12-foot lanes, 2-9-foot shoulders). The remainder of the roadway maintains approximately 22-feet of pavement with no shoulders where the project limits end approximately 400' east of CR 117. CR 117 T's into CR 112 and is stop-signed controlled. Drainage is currently maintained through road-side ditches and culverts. The existing right-of-way is 60-feet wide. The roadway has no continuous curb & gutter or sidewalk.

##### **Proposed Facility**

The proposed roadway improvements include widening the existing limits to a four-lane divided urban roadway. The design will accommodate a future six-lane divided roadway. Curb and gutter and a drainage pipe system are anticipated to accommodate drainage needs. A 10-foot shared use path is proposed on one side of the roadway and a 6-foot sidewalk on the other. ROW will be required and is anticipated to come predominately from the north side of the roadway. Due to the future alignment of Kenny Fort Blvd approximately 800-feet east of CR 117, the CR 112/CR 117 intersection is not likely to be a significant intersection; therefore, a signal is not anticipated at this location.

**In coordination with the services to be provided by the ENGINEER, as described in Exhibit B, the CITY shall provide the following, as available:**

**I. ROUTE AND DESIGN STUDIES**

1. Assist in coordination with other adjacent project studies including drainage studies, alignment studies, residential, commercial and industrial development plans, and existing roadway plans in hard copy and electronically (if possible).
2. Provide background information for design including:
  - a. Proposed typical sections for all roadways (including cross streets)
  - b. Proposed pavement sections / design
3. The CITY shall host a design concept conference to be held early in the project to identify the roadway design criteria, project objectives, and local requirements of the project. The conference will also be used to identify the standard details that will be incorporated into design. Copies of the design criteria will be furnished by the ENGINEER and will be finalized upon completion of the design conference.

**II. RIGHT-OF-WAY DATA**

1. CITY shall provide previous dedicated Rights-of-Way (ROW) parcel sketches, field notes for existing ROW (if available).
2. With direction and coordination provided by the CITY, the ENGINEER shall be responsible for utility coordination tasks. The CITY shall provide existing plans for CITY owned utilities and facilities within the project limits.
3. City will assist with Right of Entry, as necessary, prior to field operations.

**III. FIELD SURVEYING**

1. The CITY shall provide all existing surveys (if available) to the ENGINEER.

**IV. ROADWAY DESIGN CONTROLS**

1. Traffic Volumes - The ENGINEER shall use current and projected traffic information, based on available study information (if available).
2. Pavement Design – The CITY shall review and approve ENGINEER's proposed pavement design and geotechnical borings.
3. Estimate and Quantity Sheets and General Notes - The CITY will supply current specification and general notes if any for review by the ENGINEER. The ENGINEER will incorporate into the PS&E, TxDOT and CITY specifications and general notes, as applicable.

## **V. DRAINAGE DESIGN**

1. CITY shall provide any Drainage Impact Study information available (including the HEC-1 and HEC-2, if desired), drainage and flood control impact evaluation material, and preliminary drainage engineering information related to the Engineer's focus area for design, if available.

## **VI. SIGNING AND PAVEMENT MARKINGS**

1. Standards – TxDOT standards will be used.

## **VII. MISCELLANEOUS**

1. Agreements – With direction and coordination provided by the CITY, the ENGINEER shall be responsible for securing necessary agreements pertaining to the utilities as necessary.
2. CITY shall provide copies of appropriate and applicable Standard sheets.
3. CITY shall relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
4. CITY will assist and sign submittals as necessary.
5. CITY shall provide reviews according to Exhibit C.

## **PLAN REVIEW TURN-AROUND TIMES**

- SCHEMATIC REVIEW (Draft and Final): 3-4 Weeks

## EXHIBIT B

### Engineering Services

#### **for Roadway Improvements on CR 112 from A.W. Grimes Blvd to CR 117**

#### **Round Rock, Texas**

From:	A.W. Grimes Blvd
To:	Approximately 400' east of CR 117
Length:	1.18 miles
County:	Williamson
City:	Round Rock

### **PROJECT STATEMENT**

The roadway improvements for CR 112 from A.W. Grimes Blvd to approximately 400' east of CR 117 are to widen this 1.18-mile section from a two-lane roadway to four-lane divided roadway and add pedestrian facilities. The City's Transportation Master Plan indicates this section of CR 112 should be enhanced to six-lanes. The schematic will depict this six-lane section; however, the PS&E will be developed for a four-lane section that will accommodate the future six-lane divided section.

### **PROJECT DESCRIPTION**

#### **Existing Facility**

This section of CR 112 begins at a mostly built out and signalized intersection at A.W. Grimes Blvd then tapers down to a two-lane roadway for approximately 800-feet. The next 1000-feet includes 42-feet of pavement (2-12-foot lanes, 2-9-foot shoulders). The remainder of the roadway maintains approximately 22-feet of pavement with no shoulders where the project limits end approximately 400' east of CR 117. CR 117 T's into CR 112 and is stop-signed controlled. Drainage is currently maintained through road-side ditches and culverts. The existing right-of-way is 60-feet wide. The roadway has no continuous curb & gutter or sidewalk.

#### **Proposed Facility**

The proposed roadway improvements include widening the existing limits to a four-lane divided urban roadway. The design will accommodate a future six-lane divided roadway. Curb and gutter and a drainage pipe system are anticipated to accommodate drainage needs. A 10-foot shared use path is proposed on one side of the roadway and a 6-foot sidewalk on the other. ROW will be required and is anticipated to come predominately from the north side of the roadway. Due to the future alignment of Kenny Fort Blvd approximately 800-feet east of CR 117, the CR 112/CR 117 intersection is not likely to be a significant intersection; therefore, a signal is not anticipated at this location.

The work required is described below according to each task to be performed.

### **SCHEMATIC AND PRELIMINARY STUDIES (FC 110)**

- A. Data Collection** - The ENGINEER will collect, review, and evaluate available data described below.
- a. Record Drawing plans, right-of-way maps, existing planimetric mapping, existing channel and drainage easement data, existing traffic counts, accident data, current unit bid price information, current special provisions, special specifications, and standard drawings.
  - b. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
  - c. Utility plans and documents from the CITY and appropriate municipalities and agencies.
  - d. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers, local municipalities and other governmental agencies.
  - e. Available documents and data from any previous studies or schematics within the project limits.
  - f. Readily available contour data from either TNRIS or another source.
  - g. Readily available aerial data.
- B. Field Reconnaissance** - The ENGINEER will conduct field reconnaissance and collect data including a photographic record of notable existing features.

### **SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)**

- A. Environmental Studies** – Environmental services will be performed by a sub consultant and the scope of services is attached, please see **Attachment C**. An Environmental Constraints Map will be developed based on the findings of the Environmental Studies.
- B. Public Meetings** – The ENGINEER will plan for, attend, and document one (1) public meeting. Personnel from the CITY will participate. The ENGINEER will obtain adjacent property owner information and coordinate with the CITY to attain location and advertise for the public meeting. The ENGINEER will prepare 2 copies of the draft or final schematic for use in the public meeting. No formal presentation is anticipated at the meeting. The ENGINEER will provide updates

for the CITY webpage for this project. A project email will be set up and shared with both the ENGINEER and CITY Project Managers.

#### **RIGHT-OF-WAY DATA (FC 130)**

- A. Utility Investigation/Coordination** – The ENGINEER will develop a preliminary Utility Conflict List of known providers. The ENGINEER will attend the CITY monthly utility meetings and coordinate with utility owners to acquire as-built data on utilities within the project area. The Utility Conflict List and the as-built data will be used to develop a layout base file to be shown on the geometric schematic. During our preliminary reconnaissance we found that there is an overhead telecommunication cable located along the northern right of way. There is also an existing 30-inch waterline that runs down the corridor and the possibility of an existing gas line being present as well.
- B. Geotechnical Field Investigation/Pavement Design** – Geotechnical services will be performed by a sub consultant and the scope of services is attached, please see **Attachment B**. Geotechnical Services will be performed for CR 112 from A.W. Grimes Blvd to CR 110.

#### **PROJECT MANAGEMENT (FC 145)**

- A. Managing Contracted Services (Project Management)**
  - a. Coordination with CITY** – The ENGINEER will coordinate with the CITY to complete the project. The ENGINEER will conduct and attend monthly coordination meetings with the CITY. The ENGINEER will prepare monthly invoices, progress reports, and updated schedules. The ENGINEER will implement a QA/QC program throughout the project and will provide documentation of QC reviews upon request.
  - b. Invoicing and Schedule Updates** – The ENGINEER will provide monthly invoices for payment to the CITY with a 1-page project status report attached to each submittal. The ENGINEER will also provide design schedule updates with monthly invoices when design times for specific tasks or the overall project timeline has changed. Schedule updates will not be provided unless the design schedule has changed.
  - c. Subconsultant Coordination and Invoices** – Subconsultants will forward their monthly invoices directly to the ENGINEER. The ENGINEER will review, process, and combine all invoices into one deliverable and forward one copy for payment to the CITY. Project progress and design schedule updates will be provided as described in the above paragraph.

- d. **Coordinate with CITY's consultant for adjacent section of CR 112** – The ENGINEER will coordinate to determine a proper tie-in, conveyance of drainage, traffic control and schedule for both projects.
- e. **Quality Assurance / Quality Control** – The ENGINEER will develop a project specific quality control plan identifying key roles and make a copy available to the CITY. The ENGINEER will provide quality control of all documents prior to submittal following established quality assurance processes. The ENGINEER will submit the Schematic for review to CITY. Following the Quality Assurance process, quality control will be completed prior to each milestone submittal.

#### **FIELD SURVEY AND PHOTOGRAMMETRY (FC 150)**

- A. **Surveying and Photogrammetry** - Surveying services will be performed by a sub consultant and the scope of services is attached, please see **Attachment A**. ENGINEER will conduct a field visit to verify survey elements.

#### **ROADWAY DESIGN (FC 160)**

- A. **Design Schematic.** The ENGINEER will develop a schematic layout (1" = 100' roll plot) using the survey acquired by the ENGINEER, as well as utilizing the approved roadway design criteria.

The schematic layout will show the widening from A.W. Grimes Blvd to CR 117 and will include the basic information necessary for the proper review and evaluation of the proposed improvements.

The basic information needed on the schematic layout is as follows:

- 1) General project information including project location map, project limits, design speed, functional classification, and environmental constraints
- 2) The location of roadways
- 3) Tentative right of way and easement limits (proposed and existing)
- 4) Drainage
- 5) The geometrics (pavement cross slope, lane and shoulder widths) and typical sections of the proposed highway roadway and crossroads
- 6) Horizontal and vertical roadway alignments.
- 7) Direction of traffic flow on all roadway lanes
- 8) Aerial for background information
- 9) Sidewalks/Pedestrian facilities
- 10) Identified utilities and providers

The ENGINEER will submit a draft schematic for CITY review and comment.

The ENGINEER will document, respond to comments, and submit a final schematic that will serve as the foundation for the PS&E design.



## **DRAINAGE (FC 161)**

- A. Drainage Area Maps (External & Internal)** – The ENGINEER will prepare external drainage area maps that identify the offsite drainage area for each cross-drainage structure within the project limits. The drainage area maps will include the acreage, calculated peak flows, and other pertinent hydrologic information. Internal drainage area maps will be prepared for the design of the inlets and storm sewer system.
- B. Storm Sewer Hydraulic Tables** – The ENGINEER will prepare hydraulic data using Geopak Drainage software for the proposed storm sewer system. The storm system will be designed for the 25-year event per the approved design criteria.
- C. Hydraulic Modeling** – The ENGINEER will analyze culvert crossings at two existing culvert locations using HEC-RAS and propose extensions or replacement of the existing configurations as necessary to meet the 100-year design storm frequency.
- D. Preliminary Drainage Letter Report** – The ENGINEER will prepare a letter report summarizing preliminary findings and recommendations regarding the key drainage features such as culvert sizing and detention requirements. The report will include preliminary hydrologic calculations for key drainage features. The report will also discuss storm sewer and ditch sizing and make recommendations on location and identify any key considerations.

## **SIGNING AND PAVEMENT MARKING (FC 162)**

- A. Pavement Markings** - The ENGINEER will provide preliminary permanent pavement markings on the schematic. Pavement markings will be selected from the latest TxDOT standards and in accordance to with the TxMUTCD.

## **MISCELLANEOUS (FC 163)**

- A. Traffic Control Plans** – The ENGINEER will prepare preliminary Traffic Control Plan roll plots for the project. The TCP will be developed in accordance with the latest edition of the TxMUTCD. The ENGINEER is to implement the current Barricade and Construction (BC) standards and utilize TxDOT Austin District standards.
- B. Cross Sections** - The ENGINEER will develop preliminary cross sections to evaluate Right of Way needs for the proposed roadway and drainage improvements. Cross sections will be developed at increments of 50' intervals and at specific locations to determine required needs for the improvements.

The ENGINEER will develop preliminary Right of Way and Easement List documenting Right of Way needs during the schematic design. The ENGINEER will use existing parcel limits determined by the surveyor to determine Right of Way needs. The CITY will coordinate all Right of Way acquisitions and any parcel/title ownership determination needs. It is anticipated that the final Right of Way documents will be completed during the PS&E phase of design.

The approved schematic will function as the 30% submittal.

- C. **Construction Cost Estimate** – The ENGINEER will develop a preliminary construction cost estimate based on the proposed improvements using average low bid unit costs on previously bid projects. Contingencies and inflation costs will be accounted for in the estimation.

#### **PRELIMINARY ENGINEERING PHASE DELIVERABLES:**

1. **Design Criteria Summary**
2. **Project Quality Control Plan**
3. **Draft and Final Schematic (one hard copy and a pdf version)**
4. **Utility Conflict List**
5. **ROW/Easement Acquisition needs List**
6. **Topographic Survey**
7. **Geotechnical Report / Pavement Design**
8. **Environmental Document Report / Constraints Map**
9. **Preliminary Construction Cost Estimate**

#### **Exclusions**

The following partial list of items are not in the above scope of services. Additional scoping and fees are required to provide the following excluded items:

- A plan set is not assumed to be part of this scope of services.

## EXHIBIT C

### Work Schedule

Attached Behind This Page

# EXHIBIT C

## CR 112 PRELIMINARY ENGINEERING SCHEDULE

Task	2019			2020											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Notice to Proceed	▲														
<b>Environmental Document</b>															
Environmental Field Work															
Prepare Draft ENV Document							▲								
ENV Document Circulation															
ENV Document Approval											▲				
<b>Preliminary Engineering</b>															
Survey															
Utility Coordination															
Geotechnical Investigation															
Schematic Draft							▲								
Schematic Review															
Traffic Control Roll Plot Draft															
Traffic Control Roll Plot Review															
Final Traffic Control Roll Plot															
Final Schematic															
Public Meeting												▲			
Sealed Schematic														▲	

 Work by Engineer

 City Review

 Milestone

## EXHIBIT D

### Fee Schedule

Attached Behind This Page

**EXHIBIT D**

9/30/2019

**Project: CR 112 from A.W. Grimes Blvd to CR 117**
**Fee Schedule - Lump Sum**

Work Task	Principal	Senior Project Manager	Senior Project Engineer	Project Engineer	Associate Engineer III	Associate Engineer I / II	Senior Designer	Admin/ Clerical	Total Hours	Total Amount
<b>ROUTE AND DESIGN STUDIES</b>										
SCHEMATIC AND PRELIMINARY STUDIES (FC 110)										
Obtain Record Drawings, maps, utility plans, flood plain, TNRI, Aerial data, GIS		2	16			16			34	\$4,940.00
Field reconnaissance and photos			8	16	16	16			56	\$7,360.00
<b>SOCIAL, ECONOMIC AND ENV STUDIES AND PUBLIC INVOLVEMENT (FC 120)</b>										
Environmental Studies:										
Environmental Study (See Sub Fee for BGE)										
Development of Constraints Map		1	4		8				13	\$1,910.00
Public Meetings:										
Prepare for one (1) public meeting		6	6		6		16	2	36	\$5,710.00
Attend one (1) public meeting		4	4		4				12	\$2,100.00
Collect and review comments		2	2			6		8	18	\$2,100.00
<b>RIGHT-OF-WAY DATA (FC 130)</b>										
Utility Investigation/Coordination:										
Create Utility Conflict List		2	8	24		32			66	\$8,700.00
Attend monthly meetings & Coordinate with utility owners			16	32	40		20		108	\$15,200.00
Develop base file with utilities		2	8	8	8	16	32		74	\$10,500.00
Geotech Field Investigation/Pvmt Design (See Sub Fee for Raba Kistner)										
<b>PROJECT MANAGEMENT (FC 145)</b>										
Coordination with City	4	48						2	54	\$12,320.00
Invoicing and Schedule updates	2	24						12	38	\$7,040.00
Subconsultant Coordination and Invoices		48						12	60	\$12,000.00
Coordination with HDR (tie-in at CR 117)		36							36	\$8,280.00
QA/QC	6	24						2	32	\$7,360.00
<b>FIELD SURVEY AND PHOTOGRAMMETRY (FC 150)</b>										
Surveying and Photogrammetry (See Sub Fee for Inland Geodetics)										
<b>ROADWAY DESIGN (FC 160)</b>										
General project information	2	12	24	48	32	40	60		218	\$31,520.00
Location of roadways and driveways		2	4	8		10			24	\$3,360.00
Identify tentative ROW limits		4	8	16			12		40	\$6,320.00
Horizontal and Vertical curvature data		8	36	8			24		76	\$12,680.00
Schematic layout	1	2	16	4	12		40		75	\$11,520.00
Typical Sections		1	8		16		16		41	\$5,990.00
<b>DRAINAGE (FC 161)</b>										
Drainage Area Maps	1	8	12		24				45	\$7,160.00
Storm Sewer Hydraulic Tables	1	10	24		48				83	\$12,660.00
Hydraulic Modeling		4	6		24				34	\$4,940.00
Preliminary Drainage Letter Report	1	10	20		24				55	\$8,980.00
<b>SIGNING AND PAVEMENT MARKINGS (FC 162)</b>										
Pavement Markings for Schematic		1	2			24	8		35	\$4,410.00
<b>MISCELLANEOUS (FC 163)</b>										
Traffic Control Plans (roll plot)	1	4	12		48		36		101	\$14,640.00
Cross Sections		4	8			40	40		92	\$12,680.00
Construction Cost Estimate	1	6		8		20			35	\$4,980.00
<b>HOURS SUB-TOTALS</b>	20	275	252	172	310	220	304	38	1591	
Rate	\$280.00	\$230.00	\$170.00	\$140.00	\$125.00	\$110.00	\$150.00	\$80.00		
<b>SUBTOTAL</b>	\$5,600.00	\$63,250.00	\$42,840.00	\$24,080.00	\$38,750.00	\$24,200.00	\$45,600.00	\$3,040.00	\$247,360.00	

**EXHIBIT D**

9/30/2019

**Project: CR 112 from A.W. Grimes Blvd to CR 117****Fee Schedule - Lump Sum**

DESCRIPTION								TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES								\$ 247,360.00
ENVIRONMENTAL (See Attached Proposal - BGE, Inc.)								\$ 20,000.00
SURVEY (See Attached Proposal - Inland Geodetics)								\$ 49,952.00
GEOTECHNICAL FIELD INVESTIGATION / PVMT DESIGN (See Attached Proposal - Raba Kistner)								\$ 28,661.39
<b>SUBTOTAL LABOR EXPENSES</b>								<b>\$ 345,973.39</b>
<b>OTHER DIRECT EXPENSES</b>	<b># OF UNITS</b>	<b>COST / UNIT</b>						
Mileage (number x current state rate)	1,050	\$ 0.58						\$609.00
Courier Services (Deliveries)	3	\$ 25.00						\$75.00
Printing (8 1/2" X 11")	100	\$ 0.10						\$10.00
Printing (11" X 17")	200	\$ 0.25						\$50.00
Plots (Color on Bond) (SF)	250	\$ 0.50						\$125.00
Schematic Submittal Reproduction	4	\$ 150.00						\$600.00
<b>SUBTOTAL DIRECT EXPENSES</b>								<b>\$1,469.00</b>

<b>SUMMARY</b>	
TOTAL COSTS	\$ 345,973.39
TOTAL EXPENSES	\$ 1,469.00
<b>GRAND TOTAL</b>	<b>\$ 347,442.39</b>

## EXHIBIT E

Certificates of Insurance

Attached Behind This Page





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2019

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).

<b>PRODUCER</b> Edgewood Partners Insurance Center EPIC Brokers 2700 Post Oak Boulevard, 25th Floor Houston, TX 77056	<b>CONTACT NAME:</b> Nikki Howes <b>PHONE (A/C No. Ext):</b> 832-476-6313 <b>E-MAIL ADDRESS:</b> nikki.howes@epicbrokers.com <b>FAX (A/C, No):</b> 713-629-8666																					
<b>INSURED</b> RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Lloyds of London A.M. Best #</td><td>085202</td></tr><tr><td>INSURER B:</td><td>First Liberty Insurance Corporation</td><td>33588</td></tr><tr><td>INSURER C:</td><td>Employers Ins Company of Wausau</td><td>21458</td></tr><tr><td>INSURER D:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lloyds of London A.M. Best #	085202	INSURER B:	First Liberty Insurance Corporation	33588	INSURER C:	Employers Ins Company of Wausau	21458	INSURER D:	ACE American Insurance Company	22667	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Lloyds of London A.M. Best #	085202																				
INSURER B:	First Liberty Insurance Corporation	33588																				
INSURER C:	Employers Ins Company of Wausau	21458																				
INSURER D:	ACE American Insurance Company	22667																				
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 52148264**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$1M <input checked="" type="checkbox"/> Contractors Pollution \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EM0015119	11/5/2019	11/5/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Per Project Agg \$5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS6-641-439037-029	11/5/2019	11/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			EM0015219	11/5/2019	11/5/2020	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WCC-641-439037-019	11/5/2019	11/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Foreign Package			PHFD38249101-005	11/5/2019	11/5/2020	See 2nd Page
A	Maritime Employer's Liability			EM0015319	11/5/2019	11/5/2020	Any One Accident/Illness \$1,000,000

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

Project: CR 112 from AW Grimes to CR 117  
The Certificate Holder and any other party, if required by a written contract, is included as Additional Insured under all policies except Workers' Compensation, with a Waiver of Subrogation in their favor, under all policies. All policies are Primary and Non-Contributory and have a 30 day notice of cancellation to Certificate Holder.

**CERTIFICATE HOLDER**

City of Round Rock  
2008 Enterprise Drive  
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

KJ Wagner

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ACORD 25 (2016/03)

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# **ADDITIONAL REMARKS SCHEDULE**

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AGENCY Edgewood Partners Insurance Center		NAMED INSURED RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079	
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 (03/16)

**HOLDER:** City of Round Rock

**ADDRESS:** 2008 Enterprise Drive Round Rock TX 78664

The Certificate Holder and any other party, if required by a written contract, is included as Additional Insured under all policies except Worker's Compensation, with a Waiver of Subrogation in their favor, under all policies. All policies are Primary and Non-Contributory and have a 30 Day Notice of Cancellation to Certificate Holder.

FOREIGN PACKAGE POLICY #PHFD38249101-005 - 11/5/2019-11/5/2020

Commercial General Liability  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate / Products Completed Operations  
\$1,000,000 Premises Damage Limit  
\$1,000,000 Personal Injury & Advertising Injury

Contingent Auto Liability - \$1,000,000 CSL  
Hired Car Physical Damage- \$40,000 Any One Accident

Contingent Employers Liability- INCLUDES CANADIAN WORKERS  
\$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit  
\$1,000,000 Maritime Employers Liability

Insurer A - Lloyds of London-Maritime Employers Liability - Policy # EM0015319-11/05/2019-11/05/2020 - Limit of Liability \$1,000,000 Any one Accident or Illness including indemnity and expense. Maritime Coverage includes USL&H, Death on the High Seas, Outer Continental Shelf Lands Act, Jones Act, In REM.

General Liability Includes:  
Blanket Additional Insured (Your Work) CG2037; Blanket Additional Insured (Completed Ops) CG2010; Non-Owned Watercraft Coverage; Per Project Aggregate Limits; \$5,000,000 Aggregate); Gulf of Mexico / In Rem Endorsement; Blanket Waiver of Subrogation as required by written contract; Underground Resources and Equipment; Primary/Non-Contributory as required by written contract; Separation of Insureds; Coverage for Independent Contractors; Worldwide Coverage  
Contractual Liability for Business Contracts; No Exclusions for X,C,U; 30 Day Notice of Cancellation to Certificate Holder except 10 Days for Non-Payment of Premium

Pollution Liability Coverage Includes:  
Separation of Insureds; Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Contractual Liability for Business Contracts; Gulf of Mexico / In Rem; Primary / Non-Contributory as required by written contract

Professional Liability Coverage Includes:  
Separation of Insureds; Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Contractual Liability for Business Contracts; Gulf of Mexico / In Rem;  
Primary / Non-Contributory as required by written contract

Automobile Policy Includes:  
Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Employees as Insureds; Blanket Additional Insured and



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Edgewood Partners Insurance Center		NAMED INSURED RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079	
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 (03/16)

**HOLDER:** City of Round Rock

**ADDRESS:** 2008 Enterprise Drive Round Rock TX 78664

Loss Payee for Lessors when required; Primary/Non-Contributory; 30 Day Notice of Cancellation to Certificate Holder

Worker's Compensation Policy Includes:

USL&H; Outer Continental Shelf Lands Act Endorsement; Maritime Employer's Liability; Voluntary Compensation; Alternate Employer; Blanket Waiver of Subrogation as required by written contract; All States Coverage; Stop Gap Coverage for monopolistic States; 30 Day Notice of Cancellation to Certificate Holder.

Umbrella/Excess Policy Includes:

Follow form of all underlying policies shown on certificate: General Liability, Professional Liability, Pollution, Employer's Liability, Auto Liability, Maritime (MEL), and Foreign Package; Drop down coverage; Separation of Insureds; Blanket Additional Insured as required by written contract; 30 Day Notice of Cancellation to Certificate Holder; Blanket Waiver of Subrogation as required by written contract; Primary / Non-Contributory as required by written contract.

All carriers are rated "A" or higher by A. M. Best's.