EXHIBIT
"A"

CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: **HDR ENGINEERING, INC.** **("Engineer")**
ADDRESS: **710 Hesters Crossing, Suite 150, Round Rock, TX 78681-7838**
PROJECT: **CR 112 from CR 117 to CR 110**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1
CITY SERVICES

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3
CONTRACT TERM

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4
COMPENSATION

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Four Hundred Sixty-Eight Thousand Four Hundred Ninety-One and 63/100 Dollars ($468,491.63) 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
Fax Number N/A
Email Address 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:

Philip Fulton, PE
Sr. Project Manager
710 Hesters Crossing, Suite 150
Round Rock, TX 78681-7838
Telephone Number (512) 844-2530
Fax Number N/A
Email Address Philip.fulton@hdrinc.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:

Philip Fulton, PE
Sr. Project Manager
710 Hesters Crossing, Suite 150
Round Rock, TX 78681-7838

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

HDR ENGINEERING, INC.

By: _____
Signature of Principal
Printed Name: Rashed T. Islam, PE, PTOE

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

Project Limits: From 300 feet east of CR 117 to CR 110.
Project Length: 6,400 feet (1.20 Miles)

The City of Round Rock (CITY) will provide the following:

PROJECT MANAGEMENT

The CITY will designate a Project Manager to represent the CITY.

SCHEMATIC DESIGN / ENVIRONMENTAL / UTILITY ENGINEERING

Any records available which would assist in the identification of environmental c o n s t r a i n t s.

A. Reviews of recommendations offered by HDR Engineering, Inc. (ENGINEER) and approve or reject any or all work performed under this contract
B. Review of progress of work and final acceptance of deliverables
C. Processing of all periodic payment requests submitted by ENGINEER
D. Submittal of documentation to regulatory agencies for review, comment, or approval when specified.
E. All comments regarding the review of the engineering services completed
F. Assistance in the coordination and scheduling of site visits
G. Review and approval of typical roadway sections and design criteria developed by the ENGINEER
H. Pavement design to be used for all new roadways, in consultation with the ENGINEER
I. Assist as necessary in obtaining the required data and information from other local, regional, state, and federal agencies
J. Provide the ENGINEER with timely reviews and decisions necessary for the ENGINEER to maintain the project work schedule
K. Distribute schematic layout to the appropriate agencies and the public
L. Schedule and coordinate, with the ENGINEER public involvement meetings
M. Furnish available horizontal control points established by the CITY
N. Furnish available plans and design information for adjoining projects
O. Furnish available right-of-way maps
P. Negotiate with all utility companies for any agreements and required relocations
Q. Pay all reviewing agency fees promptly including review, inspection and recording fees
R. Assist with obtaining right-of-entry (ROEs) for adjoining property owners necessary for field surveying outside existing public right-of-way

EXHIBIT B

Engineering Services

Project Limits: From 300 feet east of CR 117 to CR 110.
Project Length: 6,400 feet (1.20 Miles)

The work to be performed by HDR Engineering, Inc. (ENGINEER) for this work shall consist of providing engineering services for survey, environmental studies (due diligence), utility coordination, roadway, drainage, geometric schematic and 30% Plans, Specifications, and Estimate (PS&E) package. The project limits are from 300 feet east of CR 117 to CR 110 for a length of approximately 6,400 feet. The project will follow the existing CR 112; however, the east end of the project will require a re-alignment to a new intersection with CR 110. The ENGINEER shall coordinate with adjacent projects during the design development. The project shall be designed according to applicable design criteria including TxDOT's Roadway Design Manual (4R criteria), City of Round Rock Design and Construction Standards (DACS), City of Round Rock Drainage Criteria Manual (DCM), TxDOT Standards and Specifications, and other design standards and specifications as agreed to with the City of Round Rock (CITY).

Project control will be based on, and tied into the CITY's coordinate system and be compatible with the current Geographical Information Systems (GIS) in use by the CITY. The ENGINEER shall collect, review, and evaluate the available existing data pertaining to this project and prepare the project design in accordance with applicable requirements and policies of the CITY.

The project will be developed in English units.

The PS&E package shall be prepared in accordance with the requirements of the applicable TxDOT and CITY Specifications, Standards, and Manuals (current versions in effect on the NTP date). Whenever possible, TxDOT and the CITY's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in a format acceptable to the CITY and, to the extent possible, incorporate references to approved test procedures.

All design exceptions to approved design criteria shall be requested in writing, by the ENGINEER for approval by the CITY prior to incorporating the criteria into the project design.

The ENGINEER shall make reasonable efforts to minimize or avoid where possible, utility conflicts and the relocation of existing utilities.

ROW acquisition survey documents are not included in this scope of work; however, they can be provided under a separate task order. The ENGINEER shall determine, concurrent with the 30% PS&E design level, if additional ROW, permanent easements, or construction easements are necessary based on the level of design completed under this contract.

Federal funding is not anticipated at this time; however, if the CITY pursues federal funding, the ENGINEER will make available all project records prepared by the ENGINEER.

Existing utilities within the limits of the work shall be limited to Subsurface Utility Engineering (SUE) Level 'C' and 'D'. Additional field location work beyond this level shall only be conducted after having receiving approval from the CITY for the additional existing utility

location work. Such work shall only be initiated after written direction from the CITY and a Notice to Proceed for the Task Order. The fee does not include a budget for SUE Level 'B' or 'A' services.

The CITY will be the principal point of contact for public or private inquiries regarding the project. The ENGINEER will prepare technical exhibits and attend stakeholder meetings as requested by the CITY. Two public meetings are anticipated in this scope of work.

The detailed scope of services for this work is further described below.

I. DEVELOP POTENTIAL ALTERNATIVES

A. The ENGINEER shall meet with the CITY to discuss project objectives, budget constraints, and design criteria

B. The ENGINEER shall prepare and submit a Design Summary Report (DSR) to document project design criteria. The DSR shall be submitted to the CITY for review and approval prior to proceeding with schematic design. The ENGINEER shall attend a Design Concept Conference (DCC) to initiate the design of the project

C. The ENGINEER shall develop conceptual alternates and construction cost estimates using available GIS data, based on coordination meetings with the CITY. Factors to be considered when developing the alternates include:

- Accommodation of an ultimate, third lane versus interim four-lane project
- Existing right-of-way and proposed right-of-way acquisitions
- Access to existing properties and roadway network
- Options for accommodating the planned extension of Kenney Fort Blvd
- Estimated construction costs for various alternatives

II. DESIGN AND ROW SURVEY

A. The CITY shall be responsible for obtaining right-of-entry (ROEs). ROEs are anticipated for all property owners on the north side of the alignment as well as along channels where cross sections are required for HEC RAS modeling

B. The Engineer's Surveyor shall furnish temporary signs, traffic control, flags, and safety equipment as needed during field survey operations

C. A topographic survey for the anticipated 150-foot proposed ROW to ROW along CR 112 between CR 117 and CR 110 including the re-aligned intersection with CR 110. The survey is to include existing utility information based on visible field features correlated to existing utility records

D. Perform ROW Survey within the project limits:

- Research plats, ROW maps, deeds and any easements provided or listed in a title commitment to be provided by CITY

- Perform field survey for fence corners, monuments, iron pipes, etc. with the Topographic Surveying limits

E. Utilize survey datum control as established previously for local, State and County projects in the immediate vicinity of these locations. The values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet Vertical datum with be GPS Orthometric heights from VRS observations using the Leica SmartNet system

F. Establish and densify secondary control as needed for topographic and boundary data gathering procedures

G. Perform differential level loops for installation of a benchmark system at strategic locations at approximate 800 foot intervals within the project limits

H. 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

I. Deliverables will include a spot point data in ASCII format, Microstation 2D and 3D, and TIN files. A list of benchmarks and project control coordinates will be included

J. Locate and process up to 8 geotechnical boreholes within the project limits at each location

K. Place an 811 'One Call' Utility locate request and track responses. Tie the utility markings made by owner's designators (if any)

Deliverables:

A. Electronic files in Microstation V8i format containing the 2d and 3d topographic base map information as a result of the survey work which shall include the existing ROW.

B. Survey Control Point Sheets

III. DEVELOP GEOMETRIC SCHEMATIC

A. Once the CITY and the ENGINEER have chosen the preferred alternative developed under Task I, the ENGINEER shall develop a geometric schematic for the ultimate and interim proposed improvements and shall include the following:

- Proposed lane configurations and widths

- Horizontal and vertical geometry including baselines and profiles
- Cross drainage structures
- Detention locations
- Existing and proposed typical sections for all roadways
- Design criteria used, design speed, AADT
- Existing utility locations and potential relocations

B. Submit one draft for review and one final schematic for approval by the CITY prior to proceeding with 30% Design Development

C. The ENGINEER shall attend two Public Meetings to be scheduled by the CITY. The purpose of the meetings will be to present the preliminary and 30%-level design to the public and solicit input. The ENGINEER will summarize comments received and incorporate into the design as agreed to with the CITY

IV. DRAINAGE DESIGN

The ENGINEER shall use data from as-built plans and FEMA maps to locate drainage outfall(s) and to determine preliminary culvert and storm drain sizes, design flows, and water surface elevations for use in the roadway design. The ENGINEER shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the roadside ditch profile/side slopes and necessary detention to mitigate downstream adverse impacts. The study will identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm event, identify and locate outfalls, provide overall drainage area map, sub-drainage area map, and provide a drainage study report identifying the results of the study. The ENGINEER shall evaluate the adequacy of any existing drainage structures within the proposed improvement area. If existing structures are found to be inadequate, the ENGINEER shall perform a hydraulic analysis to determine a proposed replacement structure size in order to determine if the existing or proposed roadway vertical profiles will accommodate the proposed structure. A drainage workshop will be held after initial concepts are developed to discuss options and allow for input to shape the drainage design features. Drainage design shall conform to the DCM.

The ENGINEER shall perform drainage computations necessary to size and configure off-site, on-site drainage facilities and detention if necessary to mitigate impacts. Drainage design shall be based on the ultimate six-lane arterial roadway with consideration given to the interim construction project of a 4-lane arterial.

A. Data Collection.

The ENGINEER shall provide the following data collection services:

1. Conduct field inspections to observe current conditions and the outfall channels, the cross drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the project area. Document field inspections with digital photos
2. Collect available applicable data including GIS data and maps, site survey data, as-built construction plans, previous reports and studies, planned developments, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA)

3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and best available models/data from the local Floodplain Administrator and the Upper Brushy Creek WCID
4. Review survey data and coordinate any additional surveying needs
5. Meet with local government officials or Floodplain Administrator to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available

B. Hydrologic Studies
1. Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and validation of results against measured data, if available
2. Calculate discharges using appropriate hydrologic methods and as approved by the CITY.
3. Consider the pre-construction and post-construction conditions in the hydrologic study.
4. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. Drainage area boundaries will be defined using best available topographic information
5. Develop precipitation depth-duration-frequency (DDF) and intensity-duration-frequency (IDF) data for entire length of project using CITY DCM. National Atmospheric and Oceanic Administration (NOAA) Atlas 14 precipitation data is not included as part of this scope of work. Methodology to be provided to the CITY for concurrence prior to implementation.
6. Include, at a minimum, the "design" frequency to be used and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, and 1% AEP)
7. Compare calculated discharges to the effective FEMA flows if available. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented

C. Complex Hydraulic Design
1. Perform existing and proposed conditions hydraulic analysis for cross drainage structures at the following locations:
    i. McNutt Creek below SCS #16 Reservoir – existing culvert
    ii. McNutt Creek Tributary 1 – existing single span bridge
    iii. Tributary – existing culvert

    Use appropriate hydraulic methods, which may include computer models such as HEC-RAS. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground survey and other appropriate sources including but not limited to topographic maps, GIS modeling, and construction plans and existing hydrologic studies
2. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base

model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis

3. If the appropriate hydrologic model requires storage discharge relationships, develop HEC-RAS models or other approved models that will compute these storage discharge relationships along the channel

D. Storm Drain Analysis and Design

1. Design and analyze storm drains using In Roads Drainage and incorporating Rational Method peak flows for the specified frequencies.
2. Size inlets, trunk lines and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the road corridor in accordance with the DCM.
3. Determine hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basic (tailwater) for the design of the proposed storm drain system.
4. Calculate manhole losses. Compute manhole head losses as per FHWA's HEC-22.
5. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 10%, 4%, and 1% AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the ENGINEER shall evaluate the hydraulic grade line through the whole system, within the project limits, for the design frequencies.

E. Storm Water Detention Analysis and Hydraulic Design

After hydrologic and hydraulic impacts are assessed, the ENGINEER will evaluate the need for detention facilities within the Project ROW to mitigate hydrologic and hydraulic impacts outside of the Project ROW or drainage easements for the full range of frequencies (50%, 10%, 4%, and 1% AEP). Preference for locating any detention ponds intended for mitigation inside of the Project ROW will be given.

a. Identify the required detention basin storage volume and configuration
b. Size detention inlet and outlet structures using HEC-HMS and Curve Number Method peak flows for the specified frequencies

F. Drainage Workshop

The ENGINEER will conduct one (1) drainage workshop with the CITY to discuss drainage analysis and proposed drainage improvement concepts within the project limits. Following the workshop, the ENGINEER will submit meeting minutes for CITY concurrence prior to finalizing the conceptual drainage design.

G. Hydrologic and Hydraulics Report

Prepare a DRAFT report summarizing the assumptions, methods for calculations, existing and proposed conditions, and results of analyses. The report will include discussion of hydrologic and hydraulic analysis procedures and summaries of calculation results and input parameters along with ROW needs to accommodate roadside ditches and detention.

The ENGINEER will submit the draft report to the CITY for review and comment, address comments, and finalize the report.

V. PREPARE 30 PERCENT DESIGN SUBMITTAL

A. Prepare Title Sheet and Project Layout Sheet

B. Develop horizontal and vertical geometry consistent with the project design criteria using Geopak Open Roads roadway design software package to develop the geometry and roadway cross sections

C. Develop roadway design cross sections at 50-foot intervals.

D. Prepare existing and proposed typical sections

E. Prepare a conceptual sequence of construction/traffic control plan for maintenance of traffic during the construction phase

A narrative of each sequence shall be included. Staging of major drainage structures and utilities shall be considered. Provisions for temporary drainage shall be considered and included during the stages of construction operations

F. Prepare Plan and Profile Sheets:

The usual scale is 1 inch = 50 feet. The plan view shall include but not be limited to: Roadway Alignment; Pavement Markings; Edge of Pavement and ROW Break Points. The profile view shall include but not be limited to: Design Profile Grade at the centerline (Grade & Vertical Curve Data), existing elevation at the centerline, existing and proposed elevations; and location and description of culverts

G. Prepare intersection layouts for Kenney Fort Blvd (future extension), Catalina Way, Paloma Lake Blvd, Francisco Way, Ponce De Leon Pass, and CR 110

H. Prepare Drainage Computation Sheets:

These sheets shall include drainage area maps, runoff calculations, and hydraulic data for proposed storm drains, roadside ditches, and culverts to be modified or constructed within the project limits.

I. Prepare 30% storm drain (trunk line) and roadside ditch plan and profile sheets and culvert layouts

J. Prepare 30% detention pond layout and cross section sheets

K. Prepare Engineer's Opinion of Probable Construction Cost based on readily available bidding data and based on 30% design

L. Prepare a submittal package at the 30% design level

VI. UTILITY COORDINATION

A. Coordinate with CITY utility coordinator and furnish a notice to the CITY for coordination with utility companies with a project layout in order for the utility companies to identify and annotate their utilities on this layout

B. Attend CITY utility coordination meetings to discuss the proposed project and identify and resolve utility conflicts with utility owners

C. Prepare utility exhibits based on field survey of above-ground features and readily available utility data furnished by the CITY or private utility owners. This represents Level "D" and "C" Subsurface Utility Engineering (SUE)

D. The ENGINEER shall submit plan sheets and a utility conflict list of utilities to be adjusted to the CITY at the milestone submittal dates

VII. ENVIRONMENTAL STUDIES

A. Phase I Archaeological Survey:

Phase I Archaeological Survey for the project area. Specific tasks include:

1. Antiquities Permit Application – Compile an antiquities permit application including the following components: the Texas Historical Commission's (THC) antiquities permit application form, a review of the THC's Archeological Sites Atlas for recorded cultural resources within a mile of the project area, and a scope of work (SOW) according to the THC survey standards. The permit application and SOW will be submitted to the client for approval and signature prior to submission to the THC.
2. Survey – Conduct a Phase I Archaeological Survey of the entire project area. The survey will include pedestrian walkover, shovel testing, and photo documentation of the project area according to the SOW outlined and approved in the permit.
3. Reporting – Upon completion of the field survey, the ENGINEER will prepare a final report in compliance with the guidelines published by the Council of Texas Archeologists, the THC, and the Secretary of the Interior's Guidelines. The report will include an introductory chapter discussing the conditions of the survey, a chapter treating the environmental and geological setting of the project area, a chapter discussing the prehistoric and historic cultural contexts of the project area including previous research in the area, a chapter regarding survey methodology, a chapter explaining the results of this survey, and finally a chapter summarizing our recommendations. The report will be submitted to the client for review and approval prior to submittal to the THC.

Assumptions:

- The CITY will secure right-of-entry (ROE) for all segments of the project area to be surveyed, and ROE to the entire project area will be available upon receiving notice to proceed with field activities
- Does not include scope and fee for National Register of Historic Places (NRHP) site testing or mitigation
- The current cost estimate assumes no route adjustments
- The current cost estimate assumes that no more than 2 archaeological sites will be identified as part of the survey
- The current cost estimate includes one mobilization and access to all properties

- Any delays due to changes in the alignment, inclement weather, or parcel access issues may increase field costs and result in supplemental fee requests
- Any modification to the scope of services mandated by regulatory authorities will necessitate an updated scope and fee estimate

B. Threatened and Endangered Species Habitat Assessment:

A habitat assessment and preliminary survey for federal Threatened and Endangered Species will be performed in the project area. Specific tasks include the following:

1. Preliminary Data Collection – Perform a review of data from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, topographic maps, soil data, project aerials, and other additional resources that may indicate the presence of potentially suitable threatened and endangered species habitat.
2. Field Investigation – perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project area. Site conditions will be documented with regards to vegetation, soils, geology, and any observations of species or evidence of species in the vicinity of the project.
3. Report Preparation – complete a memo detailing the methods and results of the threatened/endangered species habitat assessment and preliminary survey.

Note: If it is determined that presence-absence surveys or preparation of a Biological Assessment or Biological Evaluation and Section 10 consultation with USFWS would be required; these tasks would be completed under a supplemental agreement.

C. Waters of the U.S. Determination:

Wetlands, waterbodies, regulated special aquatic sites, and other waters of the U.S. will be investigated in the project area. Specific tasks include the following:

1. Preliminary Data Collection – Obtain and review pertinent data to identify potential waters of the U.S. within the project area. Sources include, but are not limited to aerial photographs, soil surveys, USFWS National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps.
2. Field Delineation – Perform a field investigation to identify potential wetlands and other waters of the U.S. in the project area. Delineations will be conducted in accordance with the *1987 Corps of Engineers Wetland Delineation Manual* along with the 2010 Regional Supplement for the Great Plains Region. The ordinary high water mark and wetland boundary, if present, will be mapped using a Global Positioning System (GPS) unit with sub-meter accuracy. If wetlands are encountered, a minimum of one soil station inside and outside the wetland boundary will be taken. Maps will be

provided of all pertinent information collected during the desktop review and field visit.

3. Texas Rapid Assessment Method – During the field delineation effort, conduct a baseline aquatic resource analysis documenting existing conditions with the Texas Rapid Assessment Method (TxRAM), which is a wetland and stream conditional assessment model. This shall include preparation of TxRAM Stream Data Sheets, Scoring Sheets, associated exhibits, and the Aquatic Resource Compensation Calculator. Should wetland areas be encountered, TxRAM Wetland Data Sheets, Wetland Scoring Sheets, associated exhibits, and Wetland Final Scoring Sheet for Evaluating Proposed Mitigation/Impact Activities Sheet would be completed. The output from TxRAM will be used to calculate adverse impacts and compensatory mitigation required by USACE.

4. Report Preparation – Complete a Jurisdictional Determination Report. The report will include a description of the project, methods/sampling procedures, results, wetland data forms, maps showing waters of the U.S. boundaries, and Preliminary Jurisdictional Determination Form. One electronic copy of the Jurisdictional Determination Report will be provided to the City for review. Upon incorporation of revisions or other changes resulting from the review, one electronic and one hard copy of the report will be submitted to the City. The final report will be suitable for submittal to the USACE. If the USACE requests clarifications and/or alterations, accommodate the request and provide revised copies suitable for the USACE.

D. Phase I Environmental Site Assessment:

Complete a Phase I Environmental Site Assessment (ESA) for the project area. Specific tasks include:

1. Historical Review - The Phase I ESA will be conducted in accordance with the guidelines contained in the American Society for Testing and Materials (ASTM) Designation E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The Phase I ESA will include reviewing available current and historical aerial photographs and USGS topographic maps. Historical data will be supplemented with interviews of knowledgeable parties, if those parties can be identified during the course of this study. Historical chains-of-title will not be obtained for this study.

2. Regulatory Data - Environmental data will be obtained from federal, state and local government records for registered hazardous waste and petroleum sites that may pose a concern to the subject property. This includes: 1) sites documented as generating, using, storing, and disposing of hazardous and/or regulated waste; 2) leaking and registered petroleum storage tanks; 3)

hazardous materials spills in the immediate vicinity of the subject property; and 4) oil/gas and water well searches.

3. Desktop Research and Site Reconnaissance - The topography, hydrogeology and soil conditions in the area will be analyzed to determine the likelihood of hazardous materials migration and contamination of the subject property. A site reconnaissance will be conducted at the subject property. If necessary, interviews will be conducted with owners of regulated environmental sites and sites that may store or use potential contaminants. Adjoining properties will also be observed for the potential to contain materials that may contaminate the subject property. Additionally, available previous studies of the subject property will be reviewed, if available. Photographs will be taken during the site visit.

4. Reporting - Following our review of data, site reconnaissance and data analysis, a report will be prepared summarizing our findings and conclusions. The report will include: a summary of our field observations; figures and/or drawings depicting general, environmental, and geologic/soil conditions; an analysis of the potential for contamination to impact the subject property; and recommendations for further environmental studies, if necessary.

Assumptions:

- The client will secure right-of-entry (ROE) for all segments of the project area to be surveyed, and ROE to the entire project area will be available upon receiving notice to proceed with field activities.

- The project design will include any temporary or permanent easements that may be required and any revisions to those boundaries following the field effort would not require an additional site visit.

VIII. PROJECT MANAGEMENT

A. Perform general Project Management during the course of the project to include coordination with the CITY, preparing invoices, and management of subconsultants
B. Preparation of project correspondence including reports, record keeping, and letters as necessary
C. Prepare and update as necessary the project design schedule
D. Perform QA/QC of deliverables prior to submittal to the CITY. Implement a documented QA/QC program in accordance with the ENGINEER's established procedures
E. Attend monthly project progress and coordination meetings with the CITY as required during project development
F. Prepare monthly invoices and progress reports

Deliverables/Submittal Requirements

The ENGINEER will be required to provide the following deliverable items. Each milestone submittal will include a PDF file and native files including CADD files, spreadsheets, roadway cross sections, and drainage models.

Geometric Schematic Submittal

Provide up to four (4) paper copies and one (1) electronic copy for review by the CITY:

a) Preliminary and Final Geometric Schematic (Ultimate and Interim)
b) Preliminary and Final ROW Needs Schematic
c) Preliminary Sequence of Construction Layout
d) Preliminary and Final Drainage Report
e) Preliminary Construction Cost Estimate
f) Design files in electronic format
g) Supporting Documents: Design Summary Form, Design Cross Sections, Utility Conflict Matrix, QA/QC Documentation

30 Percent Design Submittal

a) 30% Plan Sheet Package
b) Property Schematic with ROW needs
c) Sequence of Construction Layouts
d) Drainage Report-Updated
e) Construction Cost Estimate -30% Design
f) Updated supporting documents: Design Summary Form, Design Cross Sections, Utility Conflict Matrix, QA/QC Documentation

Geotechnical field investigations, laboratory testing, pavement design and reporting shall be provided by the CITY under another contract.

EXHIBIT C

Work Schedule

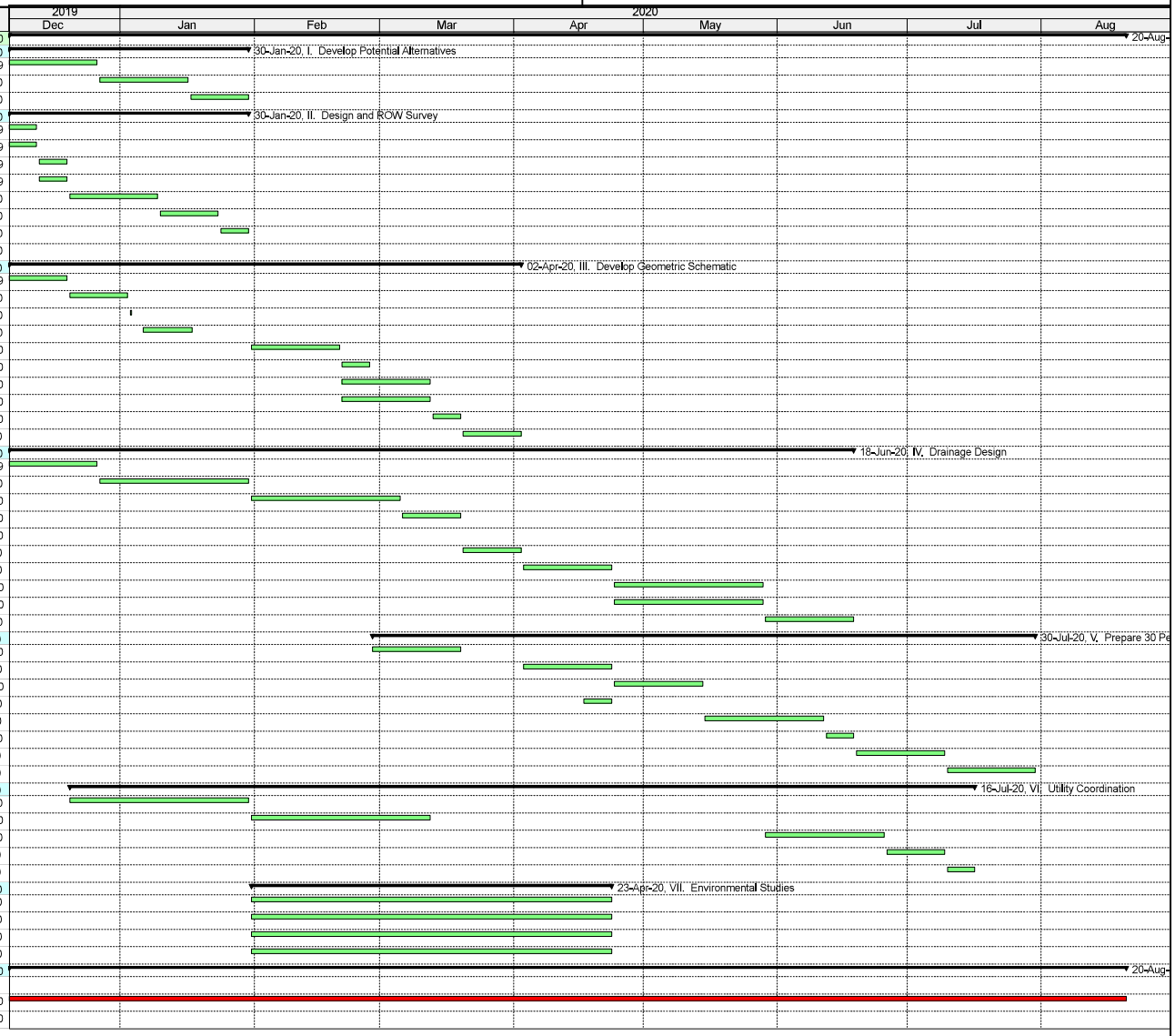
Attached Behind This Page

CoRR CR 112
From: 300' EAST OF CR 117 to CR 110

Exhibit C - Work Schedule

HDR Engineering, Inc.
30-Oct-19 10:47

Activity ID	Activity Name	Original Duration	Start	Finish
CR 112 Schematic-30 Percent Design		185	06-Dec-19	20-Aug-20
I. Develop Potential Alternatives		40	06-Dec-19	30-Jan-20
PA1010	Develop Base Mapping	15	06-Dec-19	26-Dec-19
PA1020	Prepare Potential Alternative Alignments	15	27-Dec-19	16-Jan-20
PA1030	Coordination/Review with CoRR	10	17-Jan-20	30-Jan-20
II. Design and ROW Survey		40	06-Dec-19	30-Jan-20
DS1000	Subconsultant Contracting-Mobilize Field Crew	5	06-Dec-19	12-Dec-19
DS1010	ROE Coordination (Provided by CoRR)	5	06-Dec-19	12-Dec-19
DS1020	811 One-Call	5	13-Dec-19	19-Dec-19
DS1030	Establish Horiz/Vert Control & ROW	5	13-Dec-19	19-Dec-19
DS1040	Field Design Survey	15	20-Dec-19	09-Jan-20
DS1050	Prepare Base Map	10	10-Jan-20	23-Jan-20
DS1060	QC Design Survey/Mapping/Control	5	24-Jan-20	30-Jan-20
DS1070	Design Survey/ROW Complete	0		30-Jan-20
III. Develop Geometric Schematic		85	06-Dec-19	02-Apr-20
SD1000	Data Collection	10	06-Dec-19	19-Dec-19
SD1010	Prepare Design Summary Report-Design Criteria	10	20-Dec-19	02-Jan-20
SD1020	Design Concept Conference	1	03-Jan-20	03-Jan-20
SD1030	CoRR Review/Approval Design Criteria	10	06-Jan-20	17-Jan-20
SD1040	Preliminary Geometry	15	31-Jan-20	20-Feb-20
SD1050	Prepare and Hold Public Meeting #1	5	21-Feb-20	27-Feb-20
SD1060	Preliminary Design Cross Sections	15	21-Feb-20	12-Mar-20
SD1070	Prepare Geometric Schematic	15	21-Feb-20	12-Mar-20
SD1080	QA/QC Geometric Schematic	5	13-Mar-20	19-Mar-20
SD1090	CoRR Review and Comment Period	10	20-Mar-20	02-Apr-20
IV. Drainage Design		140	06-Dec-19	18-Jun-20
HH1000	Data Collection-FPA Initial Coordination	15	06-Dec-19	26-Dec-19
HH1010	H&H Existing Conditions Model	25	27-Dec-19	30-Jan-20
HH1020	H&H Ultimate Conditions Model	25	31-Jan-20	05-Mar-20
HH1030	QA/QC Existing/Proposed H&H Studies	10	06-Mar-20	19-Mar-20
HH1040	Submit H&H Studies to CoRR	0		19-Mar-20
HH1050	CoRR Review H&H Studies	10	20-Mar-20	02-Apr-20
HH1060	Address Comments	15	03-Apr-20	23-Apr-20
HH1070	Preliminary Storm Sewer Design	25	24-Apr-20	28-May-20
HH1080	Update Cross Drainage and Storm Sewer Design	25	24-Apr-20	28-May-20
HH1090	Finalize H&H Design Report	15	29-May-20	18-Jun-20
V. Prepare 30 Percent Design Submittal		110	28-Feb-20	30-Jul-20
DE1010	Meeting Summary and Address Comments	15	28-Feb-20	19-Mar-20
DE1020	Update Roadway Geometry	15	03-Apr-20	23-Apr-20
DE1030	Update Design Cross Sections	15	24-Apr-20	14-May-20
DE1040	Pavement Marking Design	5	17-Apr-20	23-Apr-20
DE1050	Pre-Final 30 Percent Design	20	15-May-20	11-Jun-20
DE1060	Prepare and Hold Public Meeting #2	5	12-Jun-20	18-Jun-20
DE1070	Finalize 30% Design and QA/QC	15	19-Jun-20	09-Jul-20
DE1080	CoRR Review & Approve 30 Percent Design	15	10-Jul-20	30-Jul-20
VI. Utility Coordination		150	20-Dec-19	16-Jul-20
UC1000	Identify Affected Utilities & Develop Contact List	30	20-Dec-19	30-Jan-20
UC1010	Develop Initial Conflict Matrix	30	31-Jan-20	12-Mar-20
UC1020	Conflict Investigation/Mitigation	20	29-May-20	25-Jun-20
UC1030	Utility Report-Schematic Phase	10	26-Jun-20	09-Jul-20
UC1040	Update Utility Conflict Matrix & Report	5	10-Jul-20	16-Jul-20
VII. Environmental Studies		60	31-Jan-20	23-Apr-20
ES1010	Phase I Archaeological Survey	60	31-Jan-20	23-Apr-20
ES1020	Threatened and Endangered Species Habitat Assess	60	31-Jan-20	23-Apr-20
ES1030	Waters of the US Determination	60	31-Jan-20	23-Apr-20
ES1040	Phase I Site Assessment	60	31-Jan-20	23-Apr-20
VIII. Project Management		185	06-Dec-19	20-Aug-20
PM1000	NTP Design	0	06-Dec-19	
PM1010	Project Management	185	06-Dec-19	20-Aug-20
PM1020	Schematic and 30% Design Complete	0		20-Aug-20



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work

TASK filter: All Activities

EXHIBIT D

Fee Schedule

Attached Behind This Page

Exhibit D

Project Name: **CR 112 from 300 feet east of CR 117 to CR 110**
Consultant: **HDR Engineering, Inc.**

City of Round Rock Transportation Services

21-Oct-19

		Hours for the Classifications																			Subconsultants		
		Project Principal	Sr. Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training	Sr. Design Technician	CADD Technician	Admin / Clerical	Env Task Lead	Cultural Manager	Project Director	Crew Chief	GIS Tech	Tech Editor	TOTAL	Task Subtotals	HDR Cost	Subconsultant Cost	Total Cost	INLAND GEODETICS	CPY	
Task I	**Develop Potential Alternatives**																		**$19,754.00**	**$0.00**	**$19,754.00**			
A.	Meetings with the City		8	8													16		$3,792.00					
B.	Develop Design Criteria & Design Summary Report			4		8											12		$1,972.00					
C.	Develop Conceptual Alternatives		6	12		24	24		40								106		$13,990.00					
	SUBTOTAL	**0**	**14**	**24**	**0**	**32**	**24**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**134**						
TASK II	**Design and ROW Survey**																		**$818.00**	**$53,303.00**	**$54,121.00**	**$53,303.00**		
A.	Coordination With Subconsultant			2					4								6		$818.00					
	SUBTOTAL	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**6**						
TASK III	**Develop Geometric Schematic**																		**$64,000.00**	**$0.00**	**$64,000.00**			
A.	Collect Available Existing Data/Field Visits				4	4	4		8								20		$2,432.00					
B.	Prepare Draft Geometric Schematic and ROW Requirements		4	40	40	40	80		80								284		$38,356.00					
C.	Preliminary Design Cross Sections					10		40									50		$6,190.00					
D.	Prepare and Attend Two (2) Public Meetings		8			16			20								44		$6,236.00					
E.	Address Comments and Prepare Final Draft Schematic		4	4				40	20								68		$8,636.00					
F.	QA/QC Geometric Schematic Submittals			10													10		$2,150.00					
	SUBTOTAL	**0**	**16**	**54**	**44**	**70**	**84**	**80**	**128**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**476**						
TASK IV	**Drainage Design**																		**$87,896.00**	**$0.00**	**$87,896.00**			
A.	Collect GIS, Previous studies, FIRMs, FIS, and models					8											8		$1,112.00					
B.	Field Investigation		4			4											8		$1,592.00					
C.	Floodplain Administrator Coordination			2													2		$430.00					
D.	Existing/Ultimate Conditions Hydrology Development			8	16	40	60										124		$16,520.00					
E.	Existing/Ultimate Conditions H&H Modeling and HEC-RAS			4	8	20	40										72		$9,360.00					
F.	Existing/Proposed Hydraulic Analysis:			8	16	60	40										124		$17,100.00					
G.	Storm Drain & Roadside Ditch Analysis and Design			8	16	40	60										124		$16,520.00					
H.	Detention Analysis and Design			4	4	8	16										32		$4,392.00					
I.	Drainage Workshop		2	8		6			2								18		$3,266.00					
J.	Draft and Final H&H Report			8	16	16	40			4							84		$11,232.00					
K.	QA/QC Schematic Drainage Submittals		8	20													28		$6,372.00					
	SUBTOTAL	**0**	**14**	**70**	**76**	**202**	**256**	**0**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**0**		**624**						
TASK V	**Prepare 30 Percent Design Submittal**																		**$128,028.00**	**$0.00**	**$128,028.00**			
A.	Title Sheet and Project Layout								4								4		$388.00					
B.	Horizontal and Vertical Geometry		4			10	20		4								38		$5,014.00					
C.	Roadway Cross Sections - 50 ft intervals					10		60									70		$8,590.00					
D.	Existing and Proposed Typical Sections					2			20								22		$2,218.00					
E.	Roadway Plan and Profile Sheets					40	40		80								160		$17,720.00					
F.	Intersection Detail sheets					10	20		40								70		$7,470.00					
G.	Bridge Layouts - 30%			10	24		40	40									114		$15,310.00					
H.	Drainage Computation Sheets			2	10	24	15		8								59		$7,842.00					
I.	Bridge and Cross Culvert Drainage Sheets			2	10	24	15		20								71		$9,006.00					
J.	Storm Drain (Trunk System) Profile Sheets			4	10	24	20		40								98		$11,926.00					
K.	Roadside Ditch Profile Sheets			2	6	20	10		40								78		$9,180.00					
L.	Detention Pond Sheets			4	10		20		20								54		$6,650.00					
M.	Conceptual Traffic Control Plan Sheets				10		20		20								50		$5,790.00					
N.	Engineer's Estimate			6	10	10	10										36		$5,430.00					
O.	Prepare 30% Design Submittals (Plans & Drainage Report)		2	16	10		20		30	2							80		$10,842.00					
P.	QA/QC 30% Design Submittals		8	12													20		$4,652.00					
	SUBTOTAL	**0**	**14**	**58**	**100**	**174**	**250**	**100**	**326**	**2**	**0**	**0**	**0**	**0**	**0**	**0**		**1024**						
TASK VI	**Utility Coordination**																		**$37,180.00**	**$0.00**	**$37,180.00**			
A.	Obtain Available Utility Records						30										30		$3,300.00					
B.	Utility Coordination Meetings					40	40										80		$9,960.00					
C.	Utility Conflict Matrix and Relocation Alternatives					30	40										70		$8,570.00					
D.	Existing Utility Layout Sheets					30	40	8	60								138		$15,350.00					
	SUBTOTAL	**0**	**0**	**0**	**0**	**100**	**150**	**8**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**318**						
TASK VII	**Environmental Studies**																		**$12,636.38**	**$17,992.25**	**$30,628.63**		**$17,992.25**	
A.	Phase I Archaeological Survey										6	3	72	22	12	4	119		$12,636.38					
B.	Threatened and Endangered Species Habitat Assessment																		$0.00					
C.	Waters of the U.S. Determination																		$0.00					
D.	Phase I Site Assessment																		$0.00					
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**3**	**72**	**22**	**12**	**4**		**119**						
TASK VII	**Project Management**																		**$42,413.00**	**$0.00**	**$42,413.00**			
A.	Project Coordination	12	20														32		$8,540.00					
B.	Prepare Project Correspondence and Meeting Minutes		20														20		$5,180.00					
C.	Perform QA/QC of Deliverables	8	20	30													58		$13,870.00					
D.	Attend Project Progress and Coordination Meetings (12 Max)		24	24													48		$11,376.00					
E.	Prepare Monthly Invoices and Progress Reports		9							18							27		$3,447.00					
	SUBTOTAL	**20**	**93**	**54**	**0**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**0**	**0**	**0**	**0**		**185**						
	TOTALS	**20**	**151**	**262**	**220**	**578**	**764**	**188**	**560**	**24**	**6**	**3**	**72**	**22**	**12**	**4**	**2886**	**2886**	**$392,725.38**	**$71,295.25**	**$464,020.63**	**$53,303.00**	**$17,992.25**	**$0.00**

Exhibit D

HDR Engineering, Inc.

Project Name: **CR 112 from 300 feet east of CR 117 to CR 110** 10/31/2019

Consultant: **HDR Engineering, Inc.**

Cost Component, Hours	Total Hours
Project Principal	20
Sr. Project Manager	151
Senior Engineer	262
Project Engineer	220
Design Engineer	578
Engineer-in-Training	764
Sr. Design Technician	188
CADD Technician	560
Admin/Clerical	24
Env Task Lead	6
Cultural Manager	3
Project Director	72
Crew Chief	22
GIS Tech	12
Tech Editor	4
Total Hours	**2886**

Cost Component, Dollars	Labor Rate	Billing Rate	Totals $
Project Principal	$90.91	$280.00	$5,600.00
Sr. Project Manager	$85.06	$259.00	$39,109.00
Senior Engineer	$67.21	$215.00	$56,330.00
Project Engineer	$53.57	$165.00	$36,300.00
Design Engineer	$43.83	$139.00	$80,342.00
Engineer-in-Training	$35.71	$110.00	$84,040.00
Sr. Design Technician	$38.31	$120.00	$22,560.00
CADD Technician	$30.84	$97.00	$54,320.00
Admin/Clerical	$20.13	$62.00	$1,488.00
Env Task Lead	$64.94	$200.00	$1,200.00
Cultural Manager	$52.71	$162.34	$487.02
Project Director	$33.25	$102.40	$7,372.80
Crew Chief	$28.05	$86.40	$1,900.80
GIS Tech	$29.57	$91.07	$1,092.84
Tech Editor	$47.31	$145.73	$582.92
Labor Dollars			**$392,725.38**

Cost Component, Direct Expenses	Total ($)
Expenses for Design Tasks	
Travel Expenses (Mileage billed at IRS Standard Rate)	$300
Printing 11"x17" Color	$800
Printing 8-1/2" x 11" Color	$200
CADD Plotting Color Roll Plots	$1,000
Expenses for Phase I Archaeological Survey	
Vehicle	$300
Gas	$70
Lodging/Hotel (Includes taxes and fees)	$700
Meals	$336
GPS	$150
Site File Registration	$96
Printing B/W	$4
Printing Color	$225
Shipping	$40
Curation Fee	$250
TOTAL DIRECT EXPENSES	**$4,471.00**

PROJECT FEE SUMMARY			Total
HDR Direct Labor Costs			$125,731.61
HDR Indirect Costs	175%		$219,866.72
HDR Direct Expenses			$4,471.00
HDR Profit @12%	12%		$47,127.05
Subconsultants:			
Inland Geodetics		Survey	$53,303.00
CPY		Environmental Svcs	$17,992.25
TOTAL FEE			**$468,491.63**

Project Name: CR 112 from 300 feet east of CR 117 to CR 110 HDR Engineering, Inc. 10/31/2019

	Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Inland Geodetics (Subconsultant)	CPY (Subconsultant)	TOTALS
Task I	Develop Potential Alternatives	134	$19,754.00		$0.00	$0.00	$19,754.00
TASK II	Design and ROW Survey	6	$818.00		$53,303.00	$0.00	$54,121.00
TASK III	Develop Geometric Schematic	476	$64,000.00		$0.00	$0.00	$64,000.00
TASK IV	Drainage Design	624	$87,896.00		$0.00	$0.00	$87,896.00
TASK V	Prepare 30 Percent Design Submittal	1024	$128,028.00		$0.00	$0.00	$128,028.00
TASK VI	Utility Coordination	318	$37,180.00		$0.00	$0.00	$37,180.00
TASK VII	Environmental Studies	119	$12,636.38		$0.00	$17,992.25	$30,628.63
TASK VIII	Project Management	185	$42,413.00		$0.00	$0.00	$42,413.00
	Direct Expenses			$4,471.00			$4,471.00
	GRAND TOTAL:	2886	$392,725.38	$4,471.00	$53,303.00	$17,992.25	**$468,491.63**

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	$148	$172	$191	$125	$146	$140	$102	$98	$156	$56		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days		
											$ -							$ -	$ -
											$ -							$ -	$ -
ADMIN/MOBILIZATION					4 HRS	4 HRS	2 HRS			6 HRS	$ 1,684.00							$ -	$ 1,684.00
ROE CONTACTS AND COORD					1 HRS	2 HRS	4 HRS			1 HRS	$ 890.00							$ -	$ 890.00
PRIMARY CONTROL (4)	16 HRS			4 HRS		2 HRS	4 HRS				$ 3,556.00							$ -	$ 3,556.00
SECONDARY CONTROL	16 HRS			8 HRS		4 HRS	4 HRS			2 HRS	$ 4,448.00							$ -	$ 4,448.00
LEVELS		12 HRS				1 HRS	1 HRS				$ 2,306.00							$ -	$ 2,306.00
FIELD SURVEY	54 HRS			80 HRS		8 HRS	4 HRS			4 HRS	$ 19,744.00							$ -	$ 19,744.00
DATA PROCESSING						8 HRS	96 HRS				$ 10,912.00							$ -	$ 10,912.00
DELIVERABLES					4 HRS	2 HRS	2 HRS			4 HRS	$ 1,292.00							$ -	$ 1,292.00
											$ -							$ -	$ -
ROW SURVEY	24 HRS			8 HRS		8 HRS	16 HRS			2 HRS	$ 7,416.00							$ -	$ 7,416.00
811 COORDINATION				2 HRS			4 HRS			2 HRS	$ 770.00							$ -	$ 770.00
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
	110 HRS	12 HRS	0 HRS	102 HRS	9 HRS	39 HRS	137 HRS	0 HRS	0 HRS	21 HRS	$ 53,018.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 53,018.00
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
	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	$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
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	$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
											$ -							$ -	$ -
	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	110 HRS	12 HRS	0 HRS	102 HRS	9 HRS	39 HRS	137 HRS	0 HRS	0 HRS	21 HRS	$ 53,018.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	$ -	$ 53,018.00
REIMBURSEABLE ITEMS																			$ 285.00
REIMBURSEABLE SERVICES																			$ -
ESTIMATED FEE	$16,280	$2,064	$0	$12,750	$1,314	$5,460	$13,974	$0	$0	$1,176			$0		$0		$0		$ 53,303.00
																			$53,303.00

Cost Variables:

GPS Receivers	$15
Vehicle	$60
ATV	$55

Reimburseable Services Include:

	$0.00
	$0.00
	$0.00
Total:	$0.00

Reimburseable Fees Include:

SUPPLIES	$285.00
	$0.00
	$0.00
Total:	$285.00

October 31, 2019
CP&Y, Inc.
Environmental Due Diligence Studies
CR-112: From CR-117 to CR-110
City of Round Rock, Texas

		LABOR CATEGORY					
		Env. Manager	Env. Specialist	GIS Analyst	Clerical		
		$ 150.00	$ 94.00	$ 92.00	$ 80.00		
						Salary Cost	**Task Hours**
VII	Environmental Studies						
B.	Threatened and Endangered Species Habitat Assessment	4	28	6	2	$ 3,944.00	40
C.	Waters of the U.S. Determination	16	48	8	2	$ 7,808.00	74
D.	Phase I Site Assessment	4	48	4	2	$ 5,640.00	58
	Total	**24**	**124**	**18**	**6**	**$ 17,392.00**	**172**

DIRECT EXPENSES	UNIT	QUANTITY	UNIT	TOTAL
MILEAGE	MILE	200	$ 0.580	$ 116.00
LODGING/HOTEL (includes taxes and fees)	DAY/PERSON	0	$ 160.000	$ -
MEALS	DAY/PERSON	0	$ 30.000	$ -
OVERNIGHT MAIL - LETTER SIZE	EA	0	$ 20.00	$ -
PHOTOCOPIES B/W (8.5" X 11")	EA	200	$ 0.10	$ 20.00
PHOTOCOPIES B/W (11" X 17")	EA	20	$ 0.15	$ 3.00
PHOTOCOPIES COLOR (8.5" X 11")	EA	50	$ 0.75	$ 37.50
PHOTOCOPIES COLOR (11" X 17")	EA	15	$ 1.25	$ 18.75
ENVIRONMENTAL FIELD SUPPLIES (lathes, stakes, flagging, spray paint, etc.)	DAY	1	$ 25.00	$ 25.00
SUB-METER GPS	DAY	1	$ 80.00	$ 80.00
GEOSEARCH DATABASE REPORT	EA	1	$ 300.00	$ 300.00
			TOTAL DIRECT EXPENSES	**$600.25**

CP&Y Summary:

Total Salary Cost	$17,392.00
Total Direct Expenses	$600.25
TOTAL COST (NOT TO EXCEED)	**$17,992.25**

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY) 5/10/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES * **CERTIFICATE NUMBER:** 14728393 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$ XXXXXXX
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2019	6/1/2020	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

TELANDER

CERTIFICATE HOLDER

14728393
CITY OF ROUND ROCK
ATTN: BILL STABLEIN
2008 ENTERPRISE DR.
ROUND ROCK TX 78664

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello