

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 Eighty-Five Thousand Five Hundred and No/100 Dollars (\$85,500.00) 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:

Joe Bledsoe
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6603
Fax Number (512) 218-5563
Email Address jbledsoe@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:

Vivek Deshpande, P.E.
Engineer
10415 Morado Circle, Building 1, Suite 300
Austin, TX 78759
Telephone Number (512) 418-4536
Fax Number (512) 418-1791
Email Address vivek.deshpande@kimley-horn.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 indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

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 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.

ARTICLE 22
INDEMNIFICATION

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or 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 as a result of 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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a 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:

Vivek Deshpande, P.E.
Engineer
10415 Morado Circle, Building 1, Suite 300
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. 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.

(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.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Signature of Principal
Printed Name: _____

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

SCOPE OF WORK OVERVIEW

The PROJECT will generally include Plans, Specifications, and Estimate (PS&E) for driveway relocation with signal modification at Round Rock Ave. at N. Lake Creek Dr. and site circulation modification, driveway relocation with a new signal installation at S. Mays St. at Mays Crossing Dr., and a new signal installation at Greenlawn Blvd. at Pflugerville Parkway.

SERVICES TO BE PROVIDED BY THE CITY

- A. Provide a project coordinator to work with Kimley-Horn and Associates, Inc. (KHA) during the development of the project.
- B. Provide City's preference on the width and radius of proposed driveways.
- C. Lead coordination efforts with TxDOT to provide driveway and other related permits, where applicable.
- D. Lead coordination efforts with property owners who may be affected by proposed driveway relocation.

EXHIBIT B

Engineering Services

SCOPE OF WORK

The Engineer will be responsible for the proper, accurate, and adequate design and preparation of plans, specifications, and other construction contract documents and for construction contract administration support for the Project. The Project generally includes Plans, Specifications, and Estimate (PS&E) for driveway relocation with signal modification at Round Rock Ave. at N. Lake Creek Dr.; site circulation modification and driveway relocation with a new signal installation at S. Mays St. at Mays Crossing Dr.; and a new signal installation at Greenlawn Blvd. at Pflugerville Parkway.

The intersection of S. Mays St. at Mays Crossing is an unsignalized T-intersection. There is a driveway that serves a business on the east and just to the north of the intersection. Plans will be designed to relocate the driveway and align it with Mays Crossing Dr. to form the east-leg of the intersection. Driveway relocation for the property will be accompanied with modifying site traffic circulation and restriping parking spaces on the property. A new traffic signal will be designed for the realigned intersection.

The intersection of Round Rock Avenue and N. Lake Creek Dr. is a signalized T-intersection with N. Lake Creek forming the south leg of the intersection. Currently, a 100' wide driveway serves the business on the north side of Round Rock Avenue. Plans will be designed to close the existing driveway and construct a new driveway aligned with N. Lake Creek to form the north leg of the intersection. The new driveway will provide shared access to the businesses on the north side of the intersection. Plans will be developed to modify the existing signal to control access to and from the north leg of the realigned intersection.

The intersection of Greenlawn Blvd. and Pflugerville Parkway is an unsignalized T-intersection with Pflugerville Parkway forming the east leg of the intersection. Plans for the proposed signal will include a signal pole for a future west leg (eastbound approach).

Intersection, signal, and parking lot improvements at S. Mays at Mays Crossing Dr., Round Rock Avenue at N. Lake Creek Blvd., and Greenlawn Blvd. at Pflugerville Parkway will be let for construction together as one PS&E package.

The Engineer's Services consist of the services specifically described in Tasks 1 through III including the specific engineering services to be performed through the following consulting discipline as subcontractor to the Engineer:

1. The Wallace Group Inc. – Surveying Services

Design services related to the design and plan production for this project will be performed in accordance with the current (at the time of the execution of this contract) City of Round Rock Transportation Design and Construction Standards Criteria Manual and TxDOT manuals from the design collection located on the TxDOT website. Plans will be prepared on 11"x17" sheets per TxDOT criteria.

The development of the project will be consistent with City and TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i and Bentley Geopak V8i.

Agency abbreviations are as follows:

City of Round Rock (City), Texas Department of Transportation (TxDOT), Texas Department of Transportation Environmental Division (TxDOT-ENV), Federal Highway Administration (FHWA), Capital Area Metropolitan Planning Organization (CAMPO), Environmental Protection Agency (EPA), Texas Historical Commission (THC), National Register of Historical Places (NRHP), Federal Emergency Management Agency (FEMA), Texas Commission on Environmental Quality (TCEQ).

TASK OUTLINE

I. PROJECT MANAGEMENT

Project management spans the entire duration of the project and involves monitoring and coordination of services provided to the City to assure timely and efficient completion of the project. This task consists of project control and scheduling, documentation, reporting requirements, staff forums, meetings, and quality control. Project review and project specific technical meetings will be conducted under this subtask. Unless otherwise stated herein, it is assumed that all Project review meetings will be held at the City of Round Rock Public Works Department offices. It is agreed for budgeting purposes that one kickoff meeting, one PS&E review meeting and one technical meeting will be held for the Project.

II. SURVEYING SERVICES

A. Topographic Surveys will be obtained for the intersection improvements at Round Rock Avenue at N. Lake Creek Blvd. (limits – 50’ on the east leg; 150’ on the west leg; 100’ on the north & south legs), and S Mays at Mays Crossing Dr. (limits – 100’ on the north, south, and west legs; face of building on the east side of S. Mays St.)

B. PROJECT CONTROL SERVICES

1. Attempt to recover and utilize the existing NAD-83/93 (HARN) NAVD 88 datum, Texas State Plane Coordinate System, Texas Central Zone aerial mapping primary control points for this project. In the case that the control has been destroyed the Client will be notified immediately. This scope and fee do not include effort to re-establish destroyed control. A Global Positioning System (GPS) and conventional land surveying methods will be used to establish additional project control if needed. These methods will also be used to perform the various tasks of this project.

C. DESIGN SURVEY SERVICES

1. Generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any, and reconcile the control to known existing intersecting projects.
2. Establish or densify additional secondary control as needed for the project to collect data along the length of the project.
3. Use 5/8“ iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable.
4. Perform differential leveling through all of the project control (primary and secondary) to establish or extend vertical control for the project.

5. Perform a topographic/design survey within the project limits. The topographic/design survey includes, but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, inlets and other drainage structures, metal beam guard fence, fences, driveways, mailboxes, traffic and other signs, traffic signal poles, mailbox turnouts, striping, and visible above ground utilities.
6. Survey drainage structures within limits.
7. Process the collected information into a 1 foot contour DTM file.
8. Locate right-of-way monumentation and other evidence to reestablish the existing right-of-way lines for roads within the limits of survey. This is not to be construed as boundary surveying at this time nor is it considered taxable for the purposes intended at this time.

D. UTILITIES

1. Make a "One Call" utility locate request and track responses. The markings will be surveyed and included in the 2D DGN file for the designer's use.
2. The Engineer will use the monthly City of Round Rock Utility Coordination Meeting to contact each utility company to review their assumed utility locations developed from the SUE process.

E. DELIVERABLES

- (a) 2D MicroStation V8 planimetric file.
- (b) 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
- (c) Geopak V8i DTM (tin) file.
- (d) ASCII point file.
- (e) One CD-ROM containing the specified files.
- (f) PDF file of each Surveyor's project field book.

F. ASSUMPTIONS

1. The Engineer shall notify the client prior to performing the work if:
 - (a) Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
 - (b) Traffic Control cannot be managed by the Surveyor's personnel.
 - (c) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
 - (d) Existing Project Control cannot be recovered or verified.

III. PLANS, SPECIFICATIONS & ESTIMATE

A. DATA COLLECTION

1. Coordinate with the City of Round Rock to obtain pertinent project information.
2. Perform field investigations of the project.
3. Develop the roadway design criteria to be discussed, revised and approved by the City. This set of criteria will be based on the City of Round Rock Transportation Design and Construction Standards Criteria Manual and Chapter 3 of the TxDOT Roadway Design Manual.

B. ENVIRONMENTAL STUDIES

The intersection at Round Rock Avenue at N. Lake Creek Dr. falls under the Edwards Aquifer Recharge Zone and the intersection at S. Mays St. at Mays Crossing Dr. falls under the Transition Zone. It has been confirmed with TCEQ that the nature of work at these locations will qualify as "Maintenance" work and no plan submittal will be required.

C. ROADWAY DESIGN

1. General Plans

- (a) A project title sheet will be prepared as required for the construction plans. An index of sheets will be included on the title sheet.
- (b) A project layout sheet will be completed at a scale of 1"=100' that clearly indicates the benchmark locations and associated control information. This sheet will also include the horizontal geometric information for the project roadways to be included in the construction plan set.

2. Roadway Plans & Geometry

- (a) An intersection plan and profile will be completed depicting the proposed construction. The intersection plan and profile shall indicate pavement and other pertinent items to be removed with sufficient detail to assure clarity for the Contractor. The intersection plan and profile sheet will be prepared at a scale of 1"=50' H and 1"=10' V.

D. SIGNAL DESIGN

1. Signal Design

The Engineer will develop plans to install new traffic signals at the intersections of Mays St. at Mays Crossing Dr. and Greenlawn Blvd. at Pflugerville Parkway; and modify the existing signal at Round Rock Avenue at N. Lake Creek Dr. to signalize the north leg (southbound approach) formed by the relocated driveway.

- (a) The Engineer will conduct field reconnaissance to verify existing conditions at each of the above locations.
- (b) The signal plans will be prepared at a scale of 1"=40' and will include the following sheets.
 - (i) Existing Conditions sheets will show locations of existing traffic control devices, underground, and overhead utilities at each intersection.
 - (ii) Signal Layout sheets will show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, right of way, and proposed roadway improvements. Locations of pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements. The plans will include audible pedestrian signal head units at every pedestrian crossing. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with TxDOT before finalizing locations of signal poles, where applicable.
 - (iii) Signal Elevation sheets will show placement of signal heads on a mast-arm and vertical clearance required for the mast-arm.
 - (iv) Conduit Chart and Electrical Wiring sheets will show the type and number of electrical wires in each conduit run. A new electrical service will be designed to support total electrical load due to the new traffic signal and illumination at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. The Engineer will coordinate with the City and local electric service provider to determine location of new electrical service.

- (v) Phasing & Detection sheets will show the proposed phasing at each intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2011 Texas MUTCD. Video detection details for each movement will also be shown.
- (vi) Quantities sheet will be provided for each intersection.
- (c) The Engineer will use latest general notes issued by the City and update appropriately as required for traffic signals.
- (d) The Engineer will update the latest Standard sheets for mast-arm poles and traffic signal pole foundations, and provide other applicable Standards.
- (e) The Engineer will provide Existing Condition sheets, Signal Layout sheets, and Signal Elevation sheets at the time of a 60% submittal. All sheets and General Notes will be included in 90% submittal.
- (f) The Engineer will provide a list of applicable special specifications for traffic signals. If needed, the Engineer will develop or modify up to two (2) unique special specifications where an existing statewide specification is unavailable.

E. DRAINAGE

1. SW3P and Erosion Control

- (a) Erosion control plans will be prepared for the project at a scale of 1"=100'. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are mulch socks, rock filter dams, and construction exits. One temporary erosion control plan sheet will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing.
- (b) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this job in accordance with TCEQ regulations. These sheets will consist of the TxDOT SW3P text sheets for erosion control measures.

F. MISCELLANEOUS ROADWAY

1. Utility Adjustments

- (a) The Engineer will utilize subsurface utility data throughout the design process. A good faith effort will be made to accommodate existing utility locations. Utility conflicts will be identified during the design process to allow for relocation. The Engineer will coordinate with utility providers on necessary relocations. The Engineer shall include the existing utility information in the plans.

2. Traffic Control Plan

- (a) The Engineer will prepare 1"=100' plan layout of all advance warning signs which will include a sequence of construction narrative and traffic control general notes. The narrative will include a written account of the proposed activities throughout the construction process.
- (b) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction.

3. Signing and Pavement Markings

Signing and Pavement marking layouts will be prepared at a scale of 1"=50'. These layouts will depict striping and delineator type and location. Each sign will have a corresponding number that will relate that sign to the sign summaries.

4. Quantities

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

- (a) Traffic control
- (b) Earthwork
- (c) Roadway and removal
- (d) Drainage related items
- (e) Signs and pavement markings
- (f) Signals and illumination
- (g) Erosion control and SW3P

5. Summary Sheets

Quantities that are calculated will be tabulated on summary sheets for inclusion in each construction plan set:

- (a) Roadway, earthwork, removal, drainage, and erosion control
- (b) Traffic control, signs and pavement markings, and signals

6. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate City and TxDOT standards for each project from the City or State web site, as appropriate. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
- (c) The Engineer will develop the relevant general notes compiled from the City and TxDOT.
- (d) The Engineer will address all review comments from the City on the 30% and 90% plan submittals.
- (e) An opinion of probable construction cost will be prepared at the 30%, 90% and prior to final PS&E submittal, and supplied to the City in Microsoft Excel format.

G. BID AND CONSTRUCTION PHASE SERVICES

Intersection and signal improvements at Round Rock Avenue at N. Lake Creek Blvd., S. Mays at Mays Crossing Dr., and Greenlawn Blvd. at Pflugerville Parkway will be let for construction together as one (1) PS&E package.

1. Bid Phase Services

- (a) Prepare contract bid documents, including bid form, specifications, special specifications, and special provisions for three different projects as mentioned above.
- (b) Assist City staff with preparing advertisement of the bid, maintenance of a plan holder's list, coordination of the pre-bid conference and bid opening, tabulation of the bids, or award recommendation.

2. Construction Phase Services

- (a) Attend signal turn-on meetings in the field for new signals at S. Mays at Mays Crossing Dr. and Greenlawn Blvd. at Pflugerville Parkway.
- (b) Attend one (1) additional meeting or site visits during each project construction.
- (c) Review and approve contractor shop drawings and submittals.
- (d) Respond to contractor requests for information on roadway and drainage elements.

H. DELIVERABLES

1. 30% SUBMITTAL
 - (a) Title Sheet
 - (b) Project Layout
 - (c) Draft Intersection P&P Sheet
 - (d) Identify potential utility conflicts
 - (e) Preliminary cost estimate
2. Interim 30%-90%
 - (a) Draft traffic signal layouts
3. 90% SUBMITTAL
 - (a) Title Sheet & Index
 - (b) Project Layout
 - (c) Final intersection P&P Sheet
 - (d) SW3P sheets
 - (e) Signing & Striping Layout
 - (f) Final traffic signal plans
 - (g) Quantities & summaries
 - (h) Standards and detail sheets
 - (i) General notes
 - (j) Identify final utility relocation needs
 - (k) Updated cost estimate
4. 100% Plans Submittal
 - (a) Address any comments to plan sheets from 90% submittal
 - (b) Draft bid documents (specs, special provisions, notes, bid forms)
 - (c) Estimated construction time estimate
 - (d) Final cost estimate

EXHIBIT C

Work Schedule

Milestones	Tasks	Duration (Days)	Completion Date
	Notice to Proceed		May 3, 2013
1	Topographic / SUE Survey	14	May 17, 2013
2	30% Plans Submittal	21	June 7, 2013
	City Review of 30% Plans	7	June 14, 2013
3	90% Plans Submittal	21	July 5, 2013
	City Review of 90% Plans	7	July 12, 2013
4	100% Plans Submittal	10	July 22, 2013

EXHIBIT D
Fee Schedule

Task	KHA	Wallace	GRAM	TASK TOTALS
I. PROJECT ADMINISTRATION	\$ 7,000.00			\$ 7,000.00
II. SURVEYING SERVICES		\$8,500.00		\$ 8,500.00
III. PLANS, SPECIFICATIONS & ESTIMATE (PS&E)				\$ -
A. DATA COLLECTION	\$ 5,300.00			\$ 5,300.00
B. ENVIRONMENTAL STUDIES				\$ -
C. ROADWAY DESIGN	\$ 8,000.00			\$ 8,000.00
D. SIGNAL DESIGN	\$ 33,000.00			\$ 33,000.00
E. DRAINAGE	\$ 3,800.00			\$ 3,800.00
F. MISCELLANEOUS ROADWAY	\$ 12,300.00			\$ 12,300.00
G. BID AND CONSTRUCTION PHASE SERVICES	\$ 5,000.00			\$ 5,000.00
CONSULTANTS SUBTOTAL	\$ 74,400.00	\$ 8,500.00	\$ -	\$ 82,900.00
EXPENSES	\$ 2,600.00			\$ 2,600.00
TOTAL	\$ 77,000.00	\$ 8,500.00	\$ -	\$ 85,500.00

EXHIBIT D
Summary of Manhours by Classification & Major Task Analysis
Kimley-Horn and Associates, Inc.
Intersection Geometric Improvements & Signal Design

DESCRIPTION OF WORK TASK		PM	Engr	EIT	Proj Acct	Clerical Admin	Total Hours
I. PROJECT ADMINISTRATION							
a	Project Administration		18		4	6	28
b	Meetings	9	9				18
c	Project Coordination		9				9
Total Project Administration		9	36		4	6	55
II. SURVEY							
	Wallace Group Inc.						
Total Project Administration							
III A. DATA COLLECTION							
S. Mays St. at Mays Crossing Dr. and Round Rock Ave. at N. Lake Crossing Dr.							
a	City Coordination	2	4				6
b	Field Investigations	9	9	9			27
c	Design Criteria		2	2			4
Total		11	15	11			37
III C. ROADWAY DESIGN CONTROLS							
S. Mays St. at Mays Crossing Dr. and Round Rock Ave. at N. Lake Crossing Dr.							
1	General Plans - Title, Project Layout	2	4	8			14
2	Roadway Plans & Geometry - P&P	6	24	24			54
Total		8	28	32			68
III D. SIGNAL DESIGN - 3 Locations							
a	General Notes - 1 set	1	6	3			10
b	Quantity Estimates - 2	4	9	9			22
c	Signal Layout - 2 sheets	18	30	40			88
d	Signal Elevations - 2 sheets	2	12	15			29
e	Phasing and Wiring Diagrams - 2 sheets	3	15	18			36
f	Conduit and Cabling Charts - 2 sheets	4	18	18			40
g	Existing Conditions - 2 sheets	2	9	18			29
h	Standard Detail Sheets	1	9	15			25
Total Base Maps, and Specifications Assembly		35	108	136			279
III E. DRAINAGE							
S. Mays St. at Mays Crossing Dr. and Round Rock Ave. at N. Lake Crossing Dr.							
2	SW3P and Erosion Control - Plan, SW3P, Grading	2	16	16			34
Total		2	16	16			34
III F. MISCELLANEOUS ROADWAY							
S. Mays St. at Mays Crossing Dr. and Round Rock Ave. at N. Lake Crossing Dr.							
1	Utility Adjustments-Identify Conflicts	1	4	4			9
2	TCP-Advance Warn, Narrative, Const. Schedule	1	8	9			18
3	Signing and Pavment Markings - Layout	1	8	9			18
4	Quantities	1	4	9			14
5	Summary Sheets	1	4	9			14
6	Standards, Specifications and Estimate	1	8	4			13
Address Review Comments from the City on 30%, 90% submittals							
	Roadway Sheets		9	18			27
	Signal Sheets						
Total		6	45	62			113
III G. BID TABS & CONSTRUCTION PHASE SERVICES							
S. Mays St. at Mays Crossing Dr. and Round Rock Ave. at N. Lake Crossing Dr.							
1	Bid Phase Services - Bid Documents		9			6	15
2	Construction Phase Services - Meetings, Site Visit, Shop Drawings, RFI	6	12	9			27
Total Bid Tabs & Construction Phase Services		6	21	9		6	42
KHA SUB TOTAL		77	269	266	4	12	628

EXHIBIT E

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2012

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 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 Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com															
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A National Union Fire Ins. Co.</td> <td>19445 A</td> </tr> <tr> <td>INSURER B Commerce & Industry Insurance</td> <td>19410 A</td> </tr> <tr> <td>INSURER C New Hampshire Insurance Company</td> <td>23841 A</td> </tr> <tr> <td>INSURER D Lexington Insurance Company</td> <td>19437 A</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Union Fire Ins. Co.	19445 A	INSURER B Commerce & Industry Insurance	19410 A	INSURER C New Hampshire Insurance Company	23841 A	INSURER D Lexington Insurance Company	19437 A	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 12-13 (Kimley Melanie) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	9645227	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	4982985	12/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BE 021730741	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/>	<input type="checkbox"/>				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	018112556	12/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		X	016017332 & 001162363	12/1/2012	4/1/2014	Per Claim \$4,000,000
							Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: For All Projects with the City of Round Rock. The City of Round Rock, TX is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below will be provided.

CERTIFICATE HOLDER City of Round Rock, TX City Manager 221 East Main Street Round Rock, TX 78664	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Alan Bressler