

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 Two Hundred One Thousand Four Hundred Eighty-Seven and No/100 Dollars (\$201,487.00) 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:

JC (Jose) Montelongo II, E.I.T.
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7026
Mobile Number (512) 534-1038
Fax Number (512) 218-5563
Email Address jmontelongo@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:

Anthony J. Serda, P.E.
Vice President
13809 Research Boulevard, Suite 300
Austin, TX 78750
Telephone Number (512) 241-2228
Fax Number (512) 349-0277
Email Address aserda@cpyi.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10
SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13
SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22
INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26
INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock
221 East Main Street
Round Rock, Texas 78664

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27
COPYRIGHTS

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

City of Round Rock
Attention: City Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephan L. Sheets
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Anthony J. Serda, P.E.
Vice President
13809 Research Boulevard, Suite 300
Austin, TX 78750

ARTICLE 33
GENERAL PROVISIONS

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

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

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas.

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

[signature page follows]

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CP&Y, INC.

By: Andrew A. Atlas
Signature of Principal
Printed Name: Andrew A. Atlas

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

- I. The City will furnish to the Engineer the following information and/or perform the following tasks:**
1. Provide any existing data the Owner has on file concerning the project, if available.
 2. Assist with the coordination of any required public involvement.
 3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
 4. Provide existing plans and designs for FM 1460, including pavement section, drainage facilities, sidewalks, and the traffic signal at Old Settlers Road.
 5. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
 6. Meet on an as needed basis to answer questions, provide guidance and offer comment.
 7. Provide construction inspection and construction testing services including coordination and scope of services.
 8. Review submittals and provide comments.

EXHIBIT B

Engineering Services

The FM 1460/AW Grimes Blvd Northbound Right Turn Lane project will widen the existing FM 1460 roadway on the northbound approach to the Old Settlers Boulevard intersection and to the Chandler Creek Boulevard intersection to provide two separate dedicated right turn lanes. Currently at both locations, FM 1460 is a five-lane undivided urban roadway with two through lanes in each direction and a two-way left turn lane in the center on the northbound approach. At Old Settlers Boulevard, it is a divided urban roadway with raised concrete median on the southbound approach with two through lanes in each direction and a left turn lane. The intersection at Old Settlers Boulevard is signalized with a traffic signal pole at each of the four corners and the signals mounted on mast arms. The intersection at Chandler Creek Boulevard is signalized as well, with a traffic signal pole at the northeast, northwest, and southwest corners with the signals mounted on mast arms.

The scope of this project will include the installation of a northbound right turn lane, one at Old Settlers Blvd and one at Chandler Creek. The existing 5-foot sidewalk along FM 1460 will be reconstructed along the newly constructed turn lanes.

The Engineer shall provide the necessary engineering and technical services for the completion of surveying and mapping, right-of-way mapping, and preparation of plans, specifications and estimates for the project.

Design services related to the design and plan production for this project will be performed in accordance with the latest available City of Round Rock Transportation Design and Construction Standards Criteria Manual and TxDOT manuals from the design collection located on the TxDOT website. The roadway will be designed based on TxDOT (3R) design criteria, as applicable. 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.

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

TASK OUTLINE

I. SURVEYING SERVICES

A. TOPOGRAPHIC SURVEY

(provided by CP&Y, Inc.)

1. The Surveyor will provide the professional and technical staff necessary to perform a detailed topographic survey of FM 1460, Old Settlers Boulevard, and Chandler Creek Boulevard extended limits and miscellaneous wastewater manhole locations. The topographic/design survey will extend 5 feet outside the existing right-of-way lines (if ascertainable without right-of-entry) and 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, sidewalks, pedestrian ramps, mailboxes, traffic and other signs, traffic signal poles including all signal equipment, mailbox turnouts, striping (if it can be done safely with temporary traffic control devices), and visible above ground utilities. Any required permitting fees or traffic control fees (other than standard traffic control equipment) is not included in this proposal. Surveyor will also submit a utility locate request to Texas811 for the segment along the roadway and survey in their markings. Surveyor will provide three horizontal control points and two vertical benchmarks within or near the area.
2. The Surveyor shall locate right-of-way monumentation and other evidence to best-fit the existing right-of-way lines for FM 1460 and intersecting 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.

B. DELIVERABLES

(provided by CP&Y, Inc.)

1. The Surveyor shall provide:
 - (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) Two CD-ROM containing the specified files.
 - (f) PDF file of each Surveyor's project field book.
 - (g) Spreadsheet of landowners for right-of-entry letters

C. ASSUMPTIONS

(provided by CP&Y, Inc.)

1. The Surveyor 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) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
 - (c) Existing Project Control cannot be recovered or verified.

D. SUE

1. All utility investigations will be performed in accordance with ASCE 38-02: Standard Guideline for the collection and Depiction of Existing Subsurface Utility Data. SUE services will include utility research, quality level C/D SUE and OH Utility, CADD and processing of quality level B, QC review and ROW permits. All utility locations for Quality Level "C" and "D" work will be based on the topographic features collected during the survey portion of the project and as-built information that is provided by the city and the utility owners.
 - (a) Quality Level D (QL-"D") - Generally, QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
 - (b) Quality Level C (QL-"C") - Generally, QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners, however, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Engineer will request utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Where available, Engineer will download information on existing utilities via the City's Online system. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or

"D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.

6. Engineer will create and call in locate tickets for Texas811 for the project corridors. Timing of locates will be coordinated with Engineer's surveying staff to help ensure that locates are performed in concert with surveying operations.
7. As part of the services provided in the Topographic and Boundary Survey Phase, the Engineer will visibly investigate surface features and appurtenances or all utility systems shown on the record drawings that are included within the project site, including but not limited to:
 - (a) wastewater manholes (including measure down)
 - (b) storm sewer manholes (including measure down)
 - (c) communication/fiber manholes
 - (d) hand holds
 - (e) pull boxes
 - (f) water valves
 - (g) water meters
 - (h) fire hydrants
 - (i) cleanouts
 - (j) blow-offs
 - (k) pedestals (communication, fiber, electric)
 - (l) gas meters
 - (m) signal boxes
 - (n) electric poles (transmission and distribution)
 - (o) electric transformers
 - (p) light poles
 - (q) utility signs
8. Prepare documentation of the utilities encountered and marked by Texas811, including their general location, orientation, type & size, if known.
9. Deliverable will consist of a Quality Level C/D - 2d (DGN) file depicting all sub-surface utilities found from record drawings and above ground appurtenances. The drawing will be signed and sealed by a Professional Engineer licensed in the State of Texas.

For Quality Level "B"

10. Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D.
11. As requested, compile "As Built" information from plans, plats and other location data as provided by the utility owners
12. Coordinate with the utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Consultant shall examine utility owner's work to ensure accuracy and completeness
13. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be

designated unless authorized by PM. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

14. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. It is understood that line sizes of designated utilities are from the best available records and that an actual line sizes is determined from a test hole vacuum excavation. The Consultant shall place a note on stating "lines sizes are from best available records".
15. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable
16. Comply with all applicable City policy and procedural manuals

II. PLANS, SPECIFICATIONS & ESTIMATE

The Engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 30%, 90% and final 100% plans.

A. DATA COLLECTION *(provided by CP&Y, Inc.)*

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 *(provided by CP&Y, Inc.)*

1. Categorical Exclusion Documentation
 - (a) Gather and prepare the necessary documentation to support a categorical exclusion determination by TxDOT. The effort will include review of technical databases, technical literature, and governmental publications and databases to identify conditions, issues or concerns with the potential to occur in the project area; field investigations (during which representative photographs of the project area will be obtained); and preparation of documentation (reports, memos, maps, etc.) for coordination with and submission to TxDOT. Issues to be addressed through the investigation process include: protected species; water resources/waters of the U.S.; vegetation and habitat; air; noise; community impacts; and hazardous materials. All work will be performed to TxDOT standards for documentation of a categorical exclusion. If it is determined that an environmental assessment is required, that work would require a supplemental work authorization.
2. Cultural Resources Investigation (SWCA Environmental Consultants)
 - (a) The proposed project is limited to intersection improvements (construction of two Right Turn Lanes) within existing, previously disturbed right of way. Historic resources coordination is not anticipated to be required. An archeological background study will be performed in accordance with TxDOT standards and requirements. Should, after coordination with TxDOT, it be determined that additional cultural resources investigations are needed for the proposed project or an archeological survey is required, the additional work would require a supplemental work authorization.

C. ROADWAY DESIGN *(provided by CP&Y, Inc.)*

1. Roadway Plans & Geometry
 - (a) Existing typical sections will be completed depicting the existing conditions of the project roadway.
 - (b) Proposed typical sections will be completed depicting the improvements to FM 1460. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections and will be prepared to the appropriate level of detail and limits to convey that general information.

- (c) A horizontal alignment data sheets will be updated to include the horizontal geometric information for FM 1460, Old Settlers Boulevard, and Chandler Creek Boulevard
- (d) FM 1460 roadway plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' V.
- (e) The Engineer shall provide plan sheets of removals at a scale of 1"=100'. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.

2. Grading and Details

- (a) Design cross sections will be completed at 50-foot interval along FM 1460 for the determination of cut and fill quantities.

D. DRAINAGE

(provided by CP&Y, Inc.)

1. Drainage Design

- (a) An interior drainage area map will be developed at a scale of 1"=100'. This map will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets. This sheet will also depict a plan and profile view for the relocation of the existing curb inlets and tie to the existing storm sewer systems. It is assumed that the existing storm sewer systems will be of sufficient capacity for the proposed additional pavement areas.
- (b) Run-off to each inlet and inlet hydraulic information will be calculated in accordance with the City of Round Rock Drainage Design and Construction Standards Criteria Manual and TxDOT and shown on the run-off and inlet computation sheets in Geopak Drainage format. Storm sewers will be analyzed and computations will be prepared for the storm sewer design in Geopak Drainage format.

2. SW3P and Erosion Control

- (a) Erosion control plans will be prepared for the length of project. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, 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. Permanent erosion control measures will be included on these sheets as well.
- (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.
- (c) The project site is not within the Edwards Aquifer Recharge or Contributing Zone. Preparation of a Water Pollution Abatement Plan (WPAP) or Contributing Zone Plan (CZP) is not included in this scope of work.

E. SIGNING, MARKING, AND SIGNALIZATION

(provided by CP&Y, Inc.)

1. Small Signing and Pavement Markings

- (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=50' for FM 1460. Road signs and markings will be shown all on the same plan sheet. Each sign will have a corresponding number for cross-reference to the sign summaries.

2. Signalization

(provided by HDR)

Traffic signal plans will be prepared for the modification of the existing signal at the intersection of AW Grimes Boulevard (FM 1460) at Old Settlers Boulevard and at Chandler Creek Boulevard. *It is assumed that utility coordination will not be required as part of the traffic signal development and that temporary traffic signal layouts and details will not be required at the two intersections. If during final design, it is determined that a temporary traffic signal plan is required, the Engineer shall prepare a budget and a schedule for the additional work. The Engineer shall not commence work on a task prior to receiving written approval by the City.*

Tasks to complete the traffic signal plans for AW Grimes and Old Settlers Boulevard include the following:

- (a) Conduct field review at the intersection to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.

- (b) Prepare existing signal and intersection layouts, as appropriate, for the proposed traffic signal location. Plans will be prepared at a scale of 1"=40' (or larger) and will indicate existing conditions, existing utilities, existing striping, and existing traffic control devices, if applicable.
- (c) Develop traffic signal layout at a scale of 1"=40' (or larger) and indicate existing conditions, location of signal pole, conduit, ground boxes, proposed traffic control devices, and proposed roadway improvements.
- (d) Develop phasing and signing sheets for the traffic signal location.
- (e) Develop conduit and conductor schedule sheets for the proposed traffic signal intersection, Wiring for power to controller, illumination, and ILSN signs will run in separate conduit from traffic signal cable.
- (f) Prepare traffic signal elevations showing the vertical clearance required for the mast arm and for each pedestrian push button/signal head mounting height.

Tasks to complete the traffic signal plans for AW Grimes and Chandler Creek Boulevard include the following:

- (g) Prepare existing signal and intersection layouts. Plans will be prepared at as scale of 1"=40' (or larger) and will indicate existing conditions, existing utilities, existing striping, and existing traffic control devices, if applicable.
- (h) Develop traffic signal layout for relocation of one (1) pedestrian pole in the southeast corner of the intersection due to the construction of the proposed northbound right turn lane. Necessary wiring will be included to provide connection to the new pedestrian pole. *It is assumed that other signal equipment and ground boxes in that corner are not impacted by the right turn lane construction. If the ground box is impacted, the design will be complex as conduit and wiring may have to be replaced for the whole intersection and additional design sheets will be required. A separate scope and fee will be submitted for the additional work.*

F. MISCELLANEOUS *(provided by CP&Y, Inc.)*

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.
- (b) The Engineer will relocate existing 24-inch and 16-inch water line, approximately 250 LF, in the vicinity of the right turn lane addition. Existing fire hydrant lead will be extended to move fire hydrant out of new pavement limits.

2. Miscellaneous Plans

- (a) A project title sheet will be prepared as required for the construction plans.
- (b) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
- (c) Project layout sheets will be prepared at a scale of 1"=200' that clearly indicates the limits of the entire project.

3. Traffic Control Plan

- (a) Traffic control typical sections will be prepared for each stage of construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement marking will also be shown and dimensioned.
- (b) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- (c) Detailed traffic control plans will be prepared at a scale of 1"=100'. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Location of work areas, temporary paving, temporary shoring, signing, barricades, and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.
- (d) Traffic control details will be developed for items not covered by City of Round Rock or TxDOT standard details.

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

4. Illumination

The engineer shall coordinate with the electrical provider for the City (Oncor) on the continuous illumination design and electrical service locations.

- (a) The Engineer will relocate illumination to ensure continuous and safety lighting along the project corridor. The lighting will be shown on illumination layouts.
- (b) The Engineer shall provide electrical circuit plans and details for the roadway lighting systems within the project limits.
- (c) The Engineer will coordinate with the City in identifying power sources, conduit runs, and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts, and coordinate with the State and the utility company to help resolve the conflicts.

5. Quantities

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

- (a) Traffic Control *(provided by CP&Y, Inc.)*
- (b) Earthwork *(provided by CP&Y, Inc.)*
- (c) Roadway *(provided by CP&Y, Inc.)*
- (d) Removal *(provided by CP&Y, Inc.)*
- (e) Drainage *(provided by CP&Y, Inc.)*
- (f) Small Signs *(provided by CP&Y, Inc.)*
- (g) Pavement Markings *(provided by CP&Y, Inc.)*
- (h) Signals *(provided by HDR)*
- (i) Illumination *(provided by CP&Y, Inc.)*
- (j) Utilities *(provided by CP&Y, Inc.)*
- (k) Erosion Control and SW3P *(provided by CP&Y, Inc.)*

6. Summary Sheets

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

- (a) Traffic Control *(provided by CP&Y, Inc.)*
- (b) Earthwork *(provided by CP&Y, Inc.)*
- (c) Roadway *(provided by CP&Y, Inc.)*
- (d) Removal *(provided by CP&Y, Inc.)*
- (e) Drainage *(provided by CP&Y, Inc.)*
- (f) Small Signs *(provided by CP&Y, Inc.)*
- (g) Pavement Markings *(provided by CP&Y, Inc.)*
- (h) Signals *(provided by HDR)*
- (i) Illumination *(provided by CP&Y, Inc.)*
- (j) Utilities *(provided by CP&Y, Inc.)*
- (k) Erosion Control and SW3P *(provided by CP&Y, Inc.)*

7. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate standards for the project from the City of Round Rock and TxDOT's website. 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 review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.

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

8. Bid Documents

- (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use.

G. BID AND CONSTRUCTION PHASE SERVICES

1. Bid Phase Services

- (a) Prepare contract bid documents and assemble into a bid proposal package.
- (b) Assist the City at contract bid opening.
- (c) Tabulate the bids, research low bidder and make a recommendation of award to the City.
- (d) The scope of this work does not include advertisement of the bid, maintenance of a plan holder's list and coordination of the pre-bid conference (if desired).

2. Construction Phase Services

- (a) Attend one (1) pre-construction conference with the City and the Contractor.
- (b) Review submittals and shop drawings as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- (c) Attend two (2) meetings or site visits during project construction.
- (d) Review and respond to Contractor requests for information (RFI).
- (e) Make recommendations to the City regarding change orders as appropriate and when directed by the City.
- (f) Review the Application for Payment and supporting documentation submitted by the Contractor. Such recommendation for payment to the Contractor shall not be a representation that the Engineer:
 - (i) has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work;
 - (ii) has reviewed construction means, methods, techniques, sequences or procedures;
 - (iii) has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the City to substantiate the Contractor's right to payment;
 - (iv) has ascertained how or for what purpose the Contractor has used monies previously paid by the City; or
 - (v) has determined that title to any of the Contractor's work has passed to the City free and clear of any liens, claims, security interests or encumbrances.
- (g) Conduct a final inspection together with the City and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the City for final payment to the Contractor.

III. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT

(provided by CP&Y, Inc.)

- 1. Create and submit monthly invoices suitable for payment by the City.
- 2. Prepare monthly progress report for submission with the monthly invoices to provide a written account of the progress made to date on the project.
- 3. Prepare a schedule depicting the key milestones and critical path items necessary to complete the PS&E phase of project development. The schedule shall incorporate and depict the various tasks, subtasks, milestones and deliverables. The schedule will be updated monthly throughout the duration of the project to reflect substantial changes in progress that are found during review and coordination meetings. Any issues that need resolution or action items will be identified in the progress report.
- 4. Meet formally once a month with the City to review project progress. The Engineer shall attend up to 6 monthly coordination meetings with the City.

5. Prepare project meeting summaries for applicable meetings during the project development process.
6. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. The Engineer shall formally close out the project and perform a documented archive process.

EXHIBIT C

Work Schedule

Attached Behind This Page

EXHIBIT C
AW Grimes Right Turn Lanes (Old Settlers & Chandler Creek)
Development Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	2020				2021				2022				2023			
						Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct
0	AW Grimes Right Turn Lanes	370 days	Mon 11/9/20	Fri 4/8/22																	
1	NTP	0 days	Mon 11/9/20	Mon 11/9/20		11/9/20	◆	NTP													
2	<i>Environmental Documentation</i>	<i>95 days</i>	<i>Mon 1/4/21</i>	<i>Fri 5/14/21</i>																	
3	CE Document Prep	40 days	Mon 1/4/21	Fri 2/26/21	8SS+10 days																
4	Environmental Clearance	0 days	Fri 5/14/21	Fri 5/14/21	3FF+55 days					5/14/21	◆	Environmental Clearance									
5	<i>Design Phase</i>	<i>135 days</i>	<i>Mon 11/9/20</i>	<i>Fri 5/14/21</i>																	
6	Survey	30 days	Mon 11/9/20	Fri 12/18/20	1																
7	PS&E Start	0 days	Fri 12/18/20	Fri 12/18/20	6	12/18/20	◆	PS&E Start													
8	30% PS&E Plan Development	30 days	Mon 12/21/20	Fri 1/29/21	7																
9	30% PS&E Submittal	0 days	Fri 1/29/21	Fri 1/29/21	8	1/29/21	◆	30% PS&E Submittal													
10	30% PS&E Review	10 days	Mon 2/1/21	Fri 2/12/21	9																
11	90% PS&E Plan Development	35 days	Mon 2/15/21	Fri 4/2/21	10																
12	90% PS&E Submittal	0 days	Fri 4/2/21	Fri 4/2/21	11	4/2/21	◆	90% PS&E Submittal													
13	90% PS&E Review	10 days	Mon 4/5/21	Fri 4/16/21	12																
14	Final Plan Development	20 days	Mon 4/19/21	Fri 5/14/21	13																
15	Submit final Plans	0 days	Fri 5/14/21	Fri 5/14/21	14	5/14/21	◆	Submit final Plans													
16	<i>Construction</i>	<i>200 days</i>	<i>Fri 7/2/21</i>	<i>Fri 4/8/22</i>																	
17	Begin Construction	0 days	Fri 7/2/21	Fri 7/2/21	15FS+35 days	7/2/21	◆	Begin Construction													
18	End Construction	0 days	Fri 4/8/22	Fri 4/8/22	17FS+200 days													4/8/22	◆	End Construction	



Task Milestone ◆ Summary

EXHIBIT D

Fee Schedule

Attached Behind This Page

EXHIBIT D SUMMARY

FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard FM 1460 at Old Settlers Boulevard City of Round Rock		
Task Description		Total Cost
TOTAL LABOR COSTS		
I. SURVEY SERVICES		
Surveying Services	CP&Y \$	36,423.00
<i>I. SURVEY SERVICES Subtotal</i>		\$ 36,423.00
II. PLANS, SPECIFICATIONS AND ESTIMATE		
Data Collection	CP&Y \$	3,230.00
Environmental Studies	CP&Y \$	34,480.00
Environmental Studies - Cultural Resources Investigation	SWCA \$	1,561.00
Roadway Design Controls	CP&Y \$	19,375.00
Drainage Design	CP&Y \$	11,155.00
Signing, Markings and Signalization	CP&Y \$	2,400.00
Signing, Markings and Signalization - Signals	HDR \$	23,665.00
Miscellaneous	CP&Y \$	30,170.00
Miscellaneous	HDR \$	4,970.00
Bid and Construction Phase Services	CP&Y \$	14,660.00
Bid and Construction Phase Services	HDR \$	10,600.00
<i>II. PLANS, SPECIFICATIONS AND ESTIMATE Subtotal</i>		\$ 156,266.00
III. PROJECT MANAGEMENT		
Project Management (6 months)	CP&Y \$	8,645.00
<i>III. PROJECT MANAGEMENT Subtotal</i>		\$ 8,645.00
SUBTOTAL LABOR EXPENSES		
EXPENSES - CP&Y	CP&Y \$	153.00
EXPENSES - HDR	HDR \$	-
	\$	-
	\$	-
	\$	-
	\$	-
GRAND TOTAL		\$ 201,487.00
SUMMARY of Cost breakdown by Firm		
	CP&Y \$	160,691.00
	HDR \$	39,235.00
	SWCA \$	1,561.00

Exhibit D

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard
FM 1460 at Old Settlers Boulevard
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Senior Project Manager	Survey Project Manager	RPLS	SUE Project Manager	Survey Sr. CAD Technician	Two man Survey Party	Utility Tech	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$215.00	\$200.00	\$200.00	\$140.00	\$126.00	\$150.00	\$110.00	\$110.00	\$65.00		
<i>I. SURVEY SERVICES</i>											
Right-of-way Analysis	-	1	4	-	16	-	-	-	1	22	\$ 3,081.00
Horizontal & Vertical Control	-	1	3	-	8	24	-	-	-	36	\$ 5,408.00
Topographic Survey	-	1	4	-	54	68	-	-	1	128	\$ 18,069.00
SUE Quality Level "B"	-	-	-	6	-	48	6	10	1	71	\$ 9,865.00
	-	-	-	-	-	-	-	-	-		\$ -
	-	-	-	-	-	-	-	-	-		\$ -
	-	-	-	-	-	-	-	-	-		\$ -
	-	-	-	-	-	-	-	-	-		\$ -
I. SURVEY SERVICES- SUBTOTAL										257	\$ 36,423.00
HOURS SUB-TOTALS	0	3	11	6	78	140	6	10	3	257	\$ 36,423.00
SUBTOTAL	\$ -	\$ 600.00	\$ 2,200.00	\$ 840.00	\$ 9,828.00	\$ 21,000.00	\$ 660.00	\$ 1,100.00	\$ 195.00		\$ 36,423.00

Exhibit D

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard
FM 1460 at Old Settlers Boulevard
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Environ Manager	Planner II	Planner I	Biologist III	Biologist II	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$255.00	\$190.00	\$140.00	\$110.00	\$220.00	\$150.00	\$90.00	\$150.00	\$110.00	\$110.00	\$90.00	\$65.00		
II. PLANS, SPECIFICATIONS AND ESTIMATE														
A DATA COLLECTION														
A1 Data Collection (Roadway + Water)	-	2	6	10	-	-	-	-	-	-	-	-	18	\$ 2,320.00
A3 Develop design Criteria	-	1	2	4	-	-	-	-	-	-	-	-	7	\$ 910.00
													25	\$ 3,230.00
B ENVIRONMENTAL STUDIES														
B1 Categorical Exclusion Documentation	-	-	-	-	24	32	40	50	60	-	60	20	286	\$ 34,480.00
B2 Cultural Resources Investigation (SWCA)	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
													286	\$ 34,480.00
C ROADWAY DESIGN CONTROLS														
C1 Roadway Plans & Geometry	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
a Existing Typical Sections	-	-	1	4	-	-	-	-	-	4	-	-	9	\$ 1,020.00
b Proposed Typical Sections	1	-	1	4	-	-	-	-	-	6	-	-	12	\$ 1,495.00
c Horizontal Data Sheet	-	-	1	1	-	-	-	-	-	-	-	-	2	\$ 250.00
e Plan and Profile Sheets	2	8	14	32	-	-	-	-	-	12	-	-	68	\$ 8,830.00
g Removal Sheets	-	-	1	6	-	-	-	-	-	5	-	-	12	\$ 1,350.00
C2 Grading and Details	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
a 50-R Cross Sections	-	1	10	40	-	-	-	-	-	4	-	-	55	\$ 6,430.00
													158	\$ 19,375.00
D DRAINAGE DESIGN														
D1 Drainage Design	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Interior Drainage Area Maps	-	-	2	8	-	-	-	-	-	2	-	-	12	\$ 1,380.00
Run-off and Inlet Computations	-	-	2	8	-	-	-	-	-	-	-	-	10	\$ 1,160.00
Storm Drain Computations	-	-	2	8	-	-	-	-	-	-	-	-	10	\$ 1,160.00
Drainage Plan and Profile	1	2	10	20	-	-	-	-	-	16	-	-	49	\$ 5,995.00
D2 SW3P and Erosion Control	-	-	1	12	-	-	-	-	-	-	-	-	13	\$ 1,460.00
													94	\$ 11,155.00
E SIGNING, MARKING, AND SIGNALIZATION														
E1 Signing & Pavement Marking Layouts	-	-	3	10	-	-	-	-	-	8	-	-	21	\$ 2,400.00
E2 Performed by HDR	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
													21	\$ 2,400.00
F MISCELLANEOUS														
F1a Utility Adjustments - accommodate exist utilities and ID conflicts	-	1	3	6	-	-	-	-	-	-	-	-	10	\$ 1,270.00
F1b Utility Adjustments - Water line relocation	-	8	32	-	-	-	-	-	-	24	-	-	64	\$ 8,640.00
F2 Miscellaneous Plans	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Project Title Sheet and Index	-	-	1	4	-	-	-	-	-	4	1	-	10	\$ 1,110.00
Benchmark Layout	-	-	2	3	-	-	-	-	-	3	-	-	8	\$ 940.00
F3 Traffic Control Plan	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Advanced Warning Layout	-	-	1	7	-	-	-	-	-	-	-	-	8	\$ 910.00
Narrative for Sequence of Construction	1	-	2	5	-	-	-	-	-	-	-	-	8	\$ 1,085.00
Traffic Control Plan Sheet and Typical Sections	-	1	4	8	-	-	-	-	-	-	-	-	13	\$ 1,630.00
Construction Time Determination Schedule	1	1	6	-	-	-	-	-	-	-	-	-	8	\$ 1,285.00
F4 Illumination	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Continuous Lighting Layouts	-	-	4	12	-	-	-	-	-	-	-	-	16	\$ 1,880.00
Electrical Circuit Plans and Details	-	-	2	2	-	-	-	-	-	4	-	-	8	\$ 940.00
State and Utility Coordination, Power Source Coordination	-	-	2	-	-	-	-	-	-	-	-	-	2	\$ 280.00
F5 Quantities	-	-	4	15	-	-	-	-	-	-	-	-	19	\$ 2,210.00
F6 Summary Sheets	-	-	4	6	-	-	-	-	-	-	-	-	10	\$ 1,220.00
F7 Standards, Specifications and Estimate	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Download, Prepare and Modify Standards	-	-	1	4	-	-	-	-	-	2	-	-	7	\$ 800.00
Specifications	2	-	2	6	-	-	-	-	-	-	-	-	10	\$ 1,450.00
General Notes	2	-	6	-	-	-	-	-	-	-	-	-	8	\$ 1,350.00
Preliminary Cost Estimate	1	-	6	4	-	-	-	-	-	-	-	-	11	\$ 1,535.00
F8 Bid Documents	1	-	2	10	-	-	-	-	-	-	-	-	13	\$ 1,635.00
													233	\$ 30,170.00
G BID AND CONSTRUCTION PHASE SERVICES														
G1 Bid Phase Services	-	4	8	12	-	-	-	-	-	-	-	-	24	\$ 3,200.00
G2 Construction Phase Services	8	6	12	40	-	-	-	-	-	20	-	-	86	\$ 11,460.00
													110	\$ 14,660.00
II. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL														
HOURS SUB-TOTALS	20	35	160	311	24	32	40	50	60	114	61	20	927	\$ 115,470.00
SUBTOTAL	\$ 5,100.00	\$ 6,650.00	\$ 22,400.00	\$ 34,210.00	\$ 5,280.00	\$ 4,800.00	\$ 3,600.00	\$ 7,500.00	\$ 6,600.00	\$ 12,540.00	\$ 5,490.00	\$ 1,300.00		\$ 115,470.00

Exhibit D

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard
 FM 1460 at Old Settlers Boulevard
 City of Round Rock**

Fee Schedule/Budget for SWCA

Task Description	Project Manager VII	Specialist XI	Specialist II	Specialist V	Total Labor Hours	Total Direct Labor Costs
	\$131.00	\$187.00	\$79.00	\$109.00		
<i>II. PLANS, SPECIFICATIONS AND ESTIMATE</i>						
B ENVIRONMENTAL STUDIES						
B2 Cultural Resources Investigation (SWCA)	4	1	8	2	15	\$ 1,561.00
II. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL					15	\$ 1,561.00
HOURS SUB-TOTALS	4	1	8	2	15	\$ 1,561.00
SUBTOTAL	\$ 524.00	\$ 187.00	\$ 632.00	\$ 218.00		\$ 1,561.00

Exhibit D - HDR

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard
FM 1460 at Old Settlers Boulevard
City of Round Rock**

Fee Schedule/Budget for HDR

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$290.00	\$240.00	\$210.00	\$125.00	\$110.00	\$100.00		
<u>II. PLANS, SPECIFICATIONS AND ESTIMATE</u>								
E SIGNING, MARKING AND SIGNALIZATION								
E2 Signalization								\$ -
Development of 90% & 100% Plan Set								\$ -
a Field Review			3	3			6	\$ 1,005.00
b Existing Signal Layout			2	4	24		30	\$ 3,560.00
c Proposed Signal Layout		2	6	12	24		44	\$ 5,880.00
d Signing and Phasing Sheets			2	4	8		14	\$ 1,800.00
e Conduit and Conductor Schedule Sheets		1	4	8	12		25	\$ 3,400.00
f Elevation Sheets			2	2	20		24	\$ 2,870.00
g Foundation Details			2	2	12		16	\$ 1,990.00
QAQC	8						8	\$ 2,320.00
Submittal preparation					4	4	8	\$ 840.00
							175	\$ 23,665.00
F MISCELLANEOUS ROADWAY								
F5 Quantities								\$ -
h Signals			2	8			10	\$ 1,420.00
F6 Summary Sheets								\$ -
h Signals				2	4		6	\$ 690.00
F7 Standards, Specifications and Estimate								\$ -
a Standard Preparation					4		4	\$ 440.00
b Specifications			2		2		4	\$ 640.00
c General Notes			2		4		6	\$ 860.00
d Cost Estimation			2	4			6	\$ 920.00
							36	\$ 4,970.00
G BID AND CONSTRUCTION PHASE SERVICES (SUPPORT ONLY)								
G1 Bid Phase Services								\$ -
a Preparation of Bid Documents (Support Only)			2	4			6	\$ 920.00
b Prepare for bid opening - respond to bidder questions	4		4				8	\$ 2,000.00
G2 Construction Phase Services								\$ -
a Pre-construction Conference	2						2	\$ 580.00
b Shop Drawing Review (signal equipment only)		2	16				18	\$ 3,840.00
c Site Field Visit (assume 1)		3					3	\$ 720.00
d RFI Responses (assume 2)		2	4	4			10	\$ 1,820.00
g Final Site Inspection		3					3	\$ 720.00
							50	\$ 10,600.00
	14	13	55	57	118	4	261	\$ 39,235.00
SUBTOTAL	\$ 4,060.00	\$ 3,120.00	\$ 11,550.00	\$ 7,125.00	\$ 12,980.00	\$ 400.00		\$39,235.00

Exhibit D

Lump Sum Basis

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard
FM 1460 at Old Settlers Boulevard
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs
		\$255.00	\$190.00	\$140.00	\$110.00	\$65.00	\$220.00		
	<u>III. PROJECT MANAGEMENT</u>								
A	Project Management (6 months)								
	Prepare Monthly Schedule Updates	2	4					6	\$ 1,270.00
	Prepare Monthly Invoices	3	6			4		13	\$ 2,165.00
	Prepare Monthly Progress Reports	1	3					4	\$ 825.00
	Attend Coordination Meetings w/City	3	3				2	8	\$ 1,775.00
	Attend Coordination Meetings w/TxDOT	3	3				2	8	\$ 1,775.00
	Prepare summaries of TxDOT meetings	1		1	4			6	\$ 835.00
									\$ -
									\$ -
								45	\$ 8,645.00
	IV.- SUBTOTALS								
	HOURS SUB-TOTALS	13	19	1	4	4	4	45	\$ 8,645.00
	SUBTOTAL	\$ 3,315.00	\$ 3,610.00	\$ 140.00	\$ 440.00	\$ 260.00	\$ 880.00		\$ 8,645.00

Exhibit D

Lump Sum Basis

FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard FM 1460 at Old Settlers Boulevard City of Round Rock				
Expenses for CP&Y, Inc.				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	100	\$ 10.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	200	\$ 30.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00	2	\$ 30.00
Express Mail (Oversized)	each	\$ 30.00	2	\$ 60.00
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.575	40	\$ 23.00
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
Miscellaneous Project Related Expenses	NA	at cost		\$ -
SUBTOTAL DIRECT EXPENSES				\$ 153.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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 Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C. No. Ext): (214) 503-1212 E-MAIL ADDRESS: certificatedallas@risk-strategies.com	FAX (A/C. No.): (214) 503-8899
	INSURER(S) AFFORDING COVERAGE	
INSURED CP&Y, Inc. 1820 Regal Row Suite 200 Dallas TX 75235	INSURER A: XL Specialty Insurance Company NAIC # 37885	
	INSURER B: Travelers Indemnity Co of America 25666	
	INSURER C: Travelers Property Casualty Co of Amer 25674	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 58345422

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Sever. of Int. & X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6805H846843	1/1/2020	1/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$2,245,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA3865M855	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP2D349003	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6N721941	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		<input checked="" type="checkbox"/>	DPR9958104	4/1/2020	4/1/2021	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

RE: CP&Y Project # RNDR2000604.00 - AW Grimes (FM 1460) Right Turn Lane at Old Settlers (FM 3406)

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

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