

EXHIBIT

A



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: HDR ENGINEERING, INC. (“Engineer”)
ADDRESS: 710 Hesters Crossing, Suite 150, Round Rock, TX 78681
PROJECT: Chandler Rd & Ed Schmidt Blvd Traffic Signal

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2025 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Two Hundred Forty-Seven Thousand Three Hundred Thirty-Five and No/Dollars (\$247,335.00) 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:

Matt Bushak, P.E.
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 341-3318
Fax Number N/A
Email Address mbushak@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:

Benedict Patrick, P.E. PTOE
Senior Project Manager
710 Hesters Crossing, Suite 150
Round Rock, TX 78681
Telephone Number (512) 685-2906
Fax Number N/A
Email Address benedict.patrick@hdrinc.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable state, federal 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) As required by Chapter 2271, 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.

(3) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a

firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) **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 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:

Stephanie L. Sandre
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Benedict Patrick, P.E. PTOE
Senior Project Manager
710 Hesters Crossing, Suite 150
Round Rock, TX 78681

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to

perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

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

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

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

[signature page follows]

HDR ENGINEERING, INC.

By:   Digitally signed by Word, Justin
Date: 2025.06.16 10:29:20-05'00'

Signature of Principal

Printed Name: Justin A. Word
Sr Vice President

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Ann Franklin, City Clerk

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A
CITY SERVICES

Project: Chandler Road and CR 119 (Ed Schmidt Boulevard) Design Services

The City will furnish to the Engineer the following information and/or perform the following tasks:

1. Provide as built or record drawings of the intersection.
2. Assist the Engineer, as necessary, in obtaining design data and information from utility companies.
3. Meet on an as-needed basis to answer questions, provide guidance and offer comment.
4. Review submittals and provide comments.
5. Perform advertising for bid opening.
6. Provide boiler plate documents for use in preparation of bid documents.
7. TDLR review for this project will be submitted and performed by the City, if required.

EXHIBIT B

ENGINEERING SERVICES

Project: Chandler Road and CR 119 (Ed Schmidt Boulevard) Design Services

This scope of services is to prepare traffic signal, turn lane, and drainage design plans for the intersection of Chandler Road and CR 119 (Ed Schmidt Boulevard) located in Round Rock, Texas as shown in Figure 1 below.

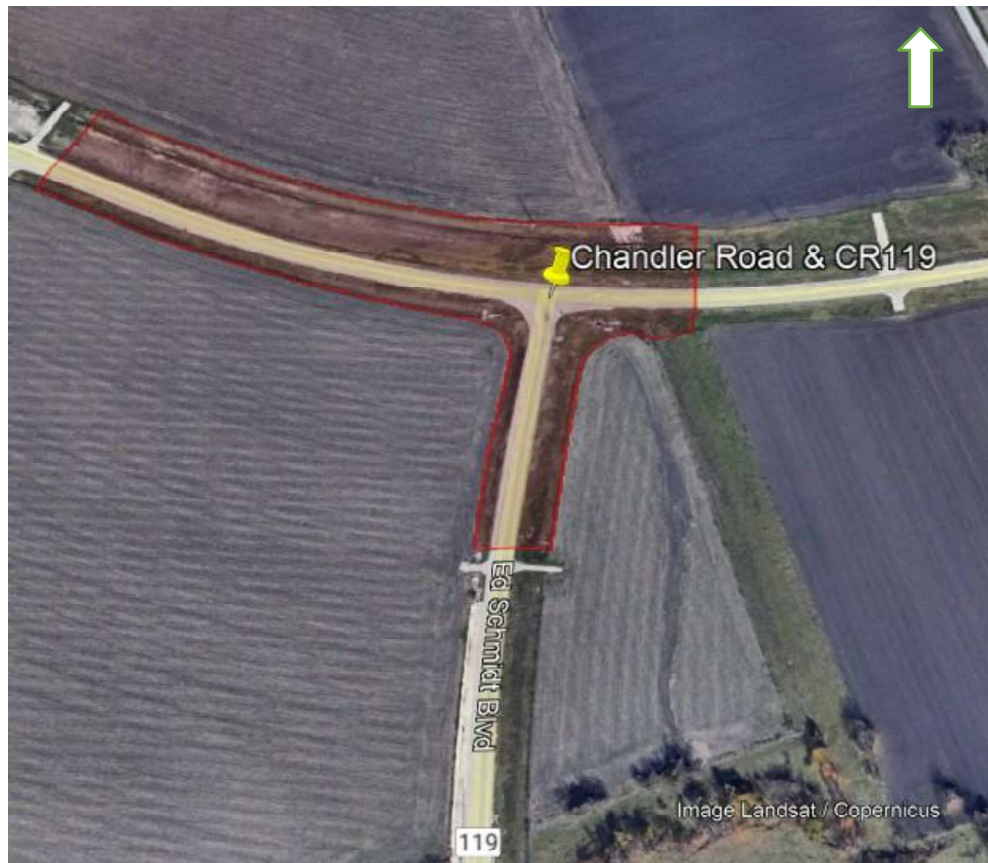


Figure 1. Project location

The following improvements are proposed at the intersection which form the basis for the development of this scope and fee.

- Widening to provide an eastbound right turn lane on Chandler Road (600 feet turn bay, 100 feet taper, 12 feet lane, and 4 feet shoulder)
- Widening to provide northbound right turn lane on CR 119 (200 feet turn bay, 100 feet taper, 12 feet lane, and 4 feet shoulder)
- Providing Traffic signal

- Providing drainage culvert modifications

The Engineer shall provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for the Chandler Road and CR 119 (Ed Schmidt Boulevard). These services may include, preparing roadway, hydrologic and hydraulic design, traffic signal design, survey, bid phase, and construction phase services necessary to support the design and construction process. Our scope of services is described below:

I Project Management

This stage will include the following:

1. Meet with the City of Round Rock to discuss schedule, scope of work, and design details. Two (2) meetings are assumed for budget purposes.
2. Provide the City with project status as needed via email and phone.
3. Coordination with discipline leads to discuss project, schedule, deliverables, and progress.
4. Prepare and submit monthly invoices. Fourteen (14) months of invoices are assumed for budgeting purposes. Six (6) months design and eight (8) months construction.

II Survey

1. Perform Topographic and Right-of-Way Survey for the intersection including roadway layouts, pavement marking layouts, location of ramps, sidewalk, right-of-way, and location of utilities (Including invert elevations for stormwater culverts and ditches and wastewater utilities, and top of nut elevations for water valves). Survey will extend 1000' west of the intersection, 200' east of the intersection, and 500' south of the intersection. Survey to be performed by Inland Geodetics.

III Traffic Signal Design Plans

1. Conduct field visit of the intersection to note and verify physical constraints, utility placement, power source location, drainage patterns, and any other details necessary for plan preparation.
2. Meet with the electric company (Oncor) in the field to discuss pole locations and source of power for the signals. One (1) meeting is assumed for budget purposes.

3. Prepare draft set of plans for 30% submittal. The 30% plans will include existing intersection layout and proposed signal layout showing above ground signal equipment locations.
4. Coordinate with the City to address 30% submittal comments.
5. Prepare draft set of plans for 90% submittal. The 90% plans will include existing layout, proposed signal design, conductor/conduit schedule, signing and phasing details, signal foundation, quantity estimates, general notes, and applicable standards. Approximate location of underground utilities will be depicted on the plans based on surveys and records obtained from utility providers. City of Round Rock DACS and TxDOT standard details and specifications will be used for this project.
6. Coordinate with the City to address 90% submittal comments.
7. Prepare the final set of plans addressing all previous comments for a 100% submittal.

IV Roadway Design Plans

1. **Title Sheet and Index of Sheets**
 - Prepare Title sheet per City of Round Rock Standard detail
 - Prepare and update Index of Sheets including standard selections
2. **Typical Sections:** Typical sections shall be prepared for existing and proposed. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, sidewalks, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, proposed and existing structures including retaining walls, existing pavement removal, limits of embankment and excavation, and existing and proposed utilities.
3. **Horizontal Alignment Data Sheets:** Sheet includes data for the Horizontal Alignment for Chandler Rd and CR 119 (Ed Schmidt Boulevard). Superelevation data consisting of station, slope, and begin and end transition will be provided as needed.
4. **Roadway Plan:** Plan layout shall consist of a planimetric file of existing features and the proposed improvements within the existing and proposed ROW. The Engineer shall use Bentley's OpenRoads ORD in the design and preparation of the roadway plan sheets. The layout shall include the following features:
 - Existing ROW
 - Proposed horizontal alignment
 - Proposed drainage features

- Proposed retaining walls/bridges/culverts (as applicable)
 - Begin/end project stations
 - Street names
5. **Roadway Cross Sections:** The ENGINEER shall develop a 3D design model of the project corridor using OpenRoads to determine earthwork quantities and provide final design cross sections at 50-foot intervals. Cross sections shall be delivered in standard format on 11"x17" sheets and electronic files. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc. Utility information will be provided where grades/elevations are available.
 6. **Miscellaneous Detail Sheets:** Provide detail sheets (estimated 2 sheets) for miscellaneous design details.
 7. **Quantity Summary Sheets:** Prepare and update summary sheets showing item description, item unit, and item quantity for roadway bid items. Summary sheets shall be updated at each milestone submittal.
 8. **Standards Selection:** Include standard sheets applicable to project for roadway design elements.

V Traffic Control Plan

The ENGINEER shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD. The ENGINEER is to implement the current Barricade and Construction (BC) standards as applicable. The ENGINEER shall:

1. **Traffic Control Phasing Layouts:** Prepare Traffic Control Phasing Layouts (2 Phases assumed) for each phase of the project including typical sections that identify the travel lanes and work zones. The ENGINEER shall show proposed traffic control devices for at-grade intersections during each construction phase (stop signs, flaggers, etc.).
2. **Standards Selection:** Include standard sheets applicable to project for TCP design elements.

VI Signing and Pavement Markings

1. **Signing:** The ENGINEER shall prepare drawings, specifications, and details for necessary small signing.

2. **Pavement Marking:** The ENGINEER shall detail permanent pavement markings and channelization devices on plan sheets. The ENGINEER shall utilize pavement markings detail from the latest TxDOT standards.
3. **Quantity Summary Sheets:** Prepare and update summary sheets showing item description, item unit, and item quantity for temporary and permanent signing and pavement marking bid items.
4. **Standards Selection:** Include standard sheets applicable to project for design elements.

VII Storm Water Pollution Prevention Plans (SW3P)

1. **SW3P Sheet and EPIC Sheet:** The ENGINEER shall prepare the SW3P sheet and EPIC sheet.
2. **SW3P Plan Sheets:** The ENGINEER shall develop the SW3P plan sheets in conformance with the Traffic Control Plan phases, to minimize potential impacts to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices (BMPs) and any required permanent erosion control.
3. **Quantity Summary Sheets:** Provide summary sheets showing item description, item unit, and estimated item quantities.
4. **Standards Selection:** Include standard sheets applicable to the project for temporary and permanent SW3P elements.

VIII Drainage Plans

1. Review available as built or record drawings to understand the design frequency of the existing cross culvert structure under CR 119 (Ed Schmidt Boulevard).
2. Conduct existing conditions for base line drainage analysis for the cross culvert using rational method. Drainage analysis will evaluate the roadside ditch and culvert under CR 119 only.
3. Conduct proposed conditions rational method analysis to verify proposed conditions does not cause impact outside ROW or proposed roadway intersection improvements. Drainage analysis will evaluate proposed roadway improvements will not impact the travel lane and outside of the ROW.
4. Prepare 30% drainage plans sheets to include drainage area sheet, hydrologic calculations, and hydraulic calculations.
5. Response to 30% review comments and prepare 90% drainage plan sheets.
6. Response to 90% review comments and prepare 100% drainage plan sheets.

7. **Standards Selection:** Include standard sheets applicable to the project for design elements.

IX PS&E Preparation

1. **Specifications and General Notes.** The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the City or TxDOT master list, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format as specified by the City.
2. **Plans and Estimate.** The ENGINEER shall independently develop the submittal package for each defined deliverable milestone. Three submittals are assumed, 30%, 90%, and 100%. Numbering of Plan Sheets will be updated with the continued development of the project documents for each submittal. Electronic and hard copies (if needed) of the project documents will be provided at each milestone. The construction plans will include the necessary bid and construction documentation to construct the project in standard City bid format at the 90% and 100% PS&E submittals. The ENGINEER shall prepare an engineer's opinion of probable cost at the 90% and 100% submittals using the latest available bid data from City and/or TxDOT sources.
3. **Construction Contract time determination.** The ENGINEER shall prepare a contract time estimate to determine the approximate time required for construction of the project in calendar and working days at the 90% and 100% milestones using Primavera P6 software or Microsoft Project. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall aid the City in interpreting the schedule.
4. **QA/QC Reviews:** ENGINEER will provide QA/QC reviews for 30%, 90%, and 100% submittals.

X Bid Services

This stage will include the following services.

1. Prepare bid documents (Project Manual).
2. Finalize bid documents (Project Manual) as per comments from City.

3. Address design questions from the contractor during the bidding process.
4. Attend bid opening. One (1) meeting is assumed.
5. Summarize and tabulate bids received and prepare bid recommendation letter.

XI Construction Administration Services

This stage will include the following services. Eight (8) month construction schedule is assumed.

1. Attend pre-construction meeting. One (1) meeting is assumed.
2. Review shop drawing submittals.
3. Respond to RFI's from the contractor during construction.
4. Attend progress meetings with the City and Contractor. Four (4) meetings are assumed.
5. Review Pay Applications from the Contractor.
6. Attend a final walk through after construction and prepare a punch list (if required).
7. Prepare project completion letter as required by City.

ASSUMPTIONS

1. Pedestrian facilities, including ramps, crosswalks, sidewalks, and pedestrian signal equipment will not be required for this project.
2. Westbound approach left turn lane geometrics will remain as per existing conditions.
3. Advertising and letting the project for bid will be completed by the city.
4. Traffic signal timing will be provided by the city.
5. Project site is not located within a FEMA regulated floodplain and no coordination with the Floodplain Administrator is anticipated.
6. Cross culvert under Chandler Road will not be analyzed for this intersection improvement.
7. No drainage report is anticipated. All drainage calculations will be included on the design sheets.
8. No geotechnical or pavement design will be conducted. The city of Round Rock will provide the required pavement thickness information for the turn lanes.
9. Illumination design is not included.
10. Utility engineering and coordination are not included.

ADDITIONAL SERVICES

This stage would include additional work outside the scope defined above. If the City requests additional services, a separate scope and fee will be submitted to the City for review and approval prior to initiating the additional work.

EXHIBIT C

WORK SCHEDULE

Project: Chandler Road and CR 119 (Ed Schmidt Boulevard) Design Services

Notice to Proceed*	July 10 th , 2025
Survey Files Due	August 21 st , 2025
Plan Submittal (30%)	September 19 th , 2025
City Comments Due (30%)	October 3 rd , 2025
Plan Submittal (90%)	November 21 st , 2025
City Comments Due	December 12 th , 2025
Plan Submittal (100%)	January 23 rd , 2026
Bid Services**	TBD
Construction Services**	TBD

* Schedule will be updated if NTP date changes.

** Bid and Construction services schedule will be determined based on letting date as determined by the city.

EXHIBIT D
FEE SCHEDULE

		SENIOR PROJECT MANAGER	SENIOR ENGINEER	EIT	CADD TECH (Signal)	SENIOR CADD TECH (Roadway)	ADMIN ASST	TOTALS	COST BREAKDOWN BY TASK
	HOURLY LABOR RATES	\$ 101.00	\$ 86.00	\$ 40.00	\$ 42.00	\$ 50.00	\$ 35.00		
ITEM	TASK DESCRIPTION								
I	Project Management								\$ 12,037
1	Meetings with City (2)	4	4					8	
2	Coordination with City (14 months)	14						14	
3	Coordination with design team (14 mos)	21						21	
4	Invoices (14 mo's)	14					14	28	
II	Survey								\$ 1,356
1	Survey coordination & verification			4		4		8	
III	Traffic Signal Design								\$ 29,499
1	Field work		2	2				4	
2	Meet with electric utility		2	2				4	
3	30% Signal Plans		4	8	16			28	
5	Address 30% comments from City		2	2				4	
4	Draft signal plans (90%)	4	16	24	40			84	
5	Address 90% comments from City		2	2				4	
6	Final signal plans (100%)	2	4	16	24			46	
IV	Roadway Design								\$ 49,673
	Title Sheet		1			3		4	
	Typical Section		2			16		18	
	Horizontal Alignment Data		2	12		12		26	
	Roadway Plan		6	60		24		90	
	Roadway Cross Sections		6	60		24		90	
	Miscellaneous Detail Sheets		2	24				26	
	Quantity Summary Sheets		4			32		36	
	Roadway Standards Selection		1			2		3	
V	Traffic Control Plan								\$ 11,698
	Traffic Control Phasing Layout (90% & 100%)		6	20		40		66	
	TCP Standards Selection		1			2		3	

VI	Signing and Pavement Markings								\$ 15,427
	Signing (90% & 100%)		4	8		16		28	
	Pavement Markings (90% & 100%)		4	8		30		42	
	Quantity Summary Sheets		2			16		18	
	Standards Selection		1			2		3	
VII	Storm Water Pollution Prevention Plans (SW3P)								\$ 9,663
	SW3P and EPIC Sheets		2					2	
	SW3P Plan Sheets		4			36		40	
	Quantity Summary Sheets		2			10		12	
	Standards Selection		1			2		3	
VIII	Drainage Plans								\$ 23,734
1	Review record drawings		2	2				4	
2	Existing conditions analysis	1	8	15				24	
3	Proposed conditions analysis	1	8	20				29	
4	Prepare 30% drainage sheets	2	8	10		20		40	
5	Prepare 90% drainage sheets	2	4	8		12		26	
6	Prepare 100% drainage sheets	1	4	4		8		17	
IX	PS&E Preparation								\$ 19,835
1	Specifications and General Notes		4	4		8		16	
2	Plan Package and Cost Estimate (3 submittals)		8	16		36		60	
3	Construction Contract Time Determination		4			8		12	
4	QA/QC Reviews (3 submittals)	3	20			6		29	
X	Bid Services								\$ 14,919
1	Draft project manual (90% submittal)	0	16	32				48	
2	Final Project Manual (100% submittal)	0	8	16				24	
3	Address bid questions	1	4					5	
4	Attend bid opening	2	0					2	
5	Review bid tabs & bid recomm. Letter	1	4		4			9	

XI	Construction Admin. Svcs.								\$ 31,194
1	Pre construction meeting (1)	2	2					4	
2	Review shop drawing submittals		40	40				80	
3	Respond to RFI's		24	24				48	
4	Attend mtgs. (4)	8	8					16	
5	Review contractor invoices (8 mo's)	2	8					10	
6	Final walk through & Punch list	2	4	0		16		22	
7	Project completion letter	2	2					4	
	TOTAL HOURS	89	277	443	84	385	14	1292	
	TOTAL DIRECT LABOR	\$ 8,989	\$ 23,822	\$ 17,720	\$ 3,528	\$ 19,250	\$ 490	\$ 73,799	
165%	TOTAL OVERHEAD	\$ 14,831.85	\$ 39,306	\$ 29,238	\$ 5,821	\$ 31,763	\$ 808.50	\$ 121,768	
	SUBTOTAL DIRECT LABOR & OVERHEAD	\$ 23,821	\$ 63,128	\$ 46,958	\$ 9,349	\$ 51,013	\$ 1,299	\$ 195,567	
12%	PROFIT	\$ 2,858.50	\$ 7,575.40	\$ 5,634.96	\$ 1,121.90	\$ 6,121.50	\$ 155.82	\$ 23,468	
	DESIGN TOTAL (LUMP SUM)	\$ 26,679	\$ 70,704	\$ 52,593	\$ 10,471	\$ 57,134	\$ 1,454	\$ 219,035	\$ 219,035

DIRECT EXPENSES

SURVEY	\$	28,000
PRINTING, Misc.	\$	100
TRAVEL EXPENSES	\$	200
EXPENSES TOTAL	\$	28,300

TOTAL FEE (Lump Sum) \$ 247,335

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY)

5/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 21404541**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412500	6/1/2025	6/1/2026	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: BENEDICT PATRICK - ROUND ROCK CHANDLER ROAD AND ED SCHMIDT BLVD (CR119) INTERSECTION IMPROVEMENTS

CERTIFICATE HOLDER**CANCELLATION** See Attachment

21404541
CITY OF ROUND ROCK
ATTENTION: 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

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This endorsement, effective: 06/01/2025 - 06/01/2026

Forms a part of policy no.: P001412500

Issued to: HDR ENGINEERING, INC.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except with respect to cancellation for non-payment of premium (10 day notice cancellation), the **Insurers** shall give 30 days' notice of cancellation to the Certificate Holder(s) set forth herein, provided that:

1. The **First Named Insured** is required by contract to give notice of cancellation to the Certificate Holder, and
2. Prior to the **Insurers** sending its notice of cancellation to the **First Named Insured, the First Named Insured** shall provide the **Insurers**, in writing, either directly or through the **First Named Insured** broker of record, the name of each person or organization requiring notice of cancellation and the corresponding address for such person or for the employee responsible for receipt of notice of cancellation on behalf of such organization.

Notice of cancellation will be sent in accordance with the terms and conditions of the policy, except that the **Insurers** may provide written notice individually or collectively to the Certificate Holders by email at the current email address given by the **First Named Insured**. Proof of sending of the notice of cancellation by email shall be sufficient proof of notice.

Any failure to provide notice of cancellation to the Certificate Holder due to inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility of the **First Named Insured**.

The following definitions apply to this endorsement:

1. **First Named Insured** means the **Named Insured** shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL REMAIN UNCHANGED.