

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 Sixty-Two Thousand Eight Hundred Thirty-Two and No/100 Dollars (\$262,832.00) 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:

Jeff Bell
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 801-4461
Fax Number (512) 218-5563
Email Address jbell@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:

Drew Hardin, P.E.
Vice President
10801 N. Mopac Expressway, Bldg. 1, Suite 120
Austin, TX 78759
Telephone Number (512) 338-2719
Fax Number (512) 338-4942
Email Address dphardin@lan-inc.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10
SUSPENSION

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

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

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

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15 **PERSONNEL, EQUIPMENT AND MATERIAL**

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

ARTICLE 16 **SUBCONTRACTING**

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

(1) **Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal or any material change 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:

Drew Hardin, P.E.
Vice President
10801 N. Mopac Expressway, Bldg. 1, Suite 120
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

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

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

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

LOCKWOOD ANDREWS & NEWNAM, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock (CORR) will furnish to the Engineer the following items/information:

1. Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Engineer's services.
2. Provide all criteria and full information as to City's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which City will require to be included in the Project Drawings and Specifications.
3. Assist Engineer by placing all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project at the Engineer's disposal.
4. Furnish to Engineer, as requested for performance of basic services or as required by the Contract Documents, the following:
 - a. Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site;
 - b. The services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials and equipment;
 - c. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
 - d. Examine all alternate solutions, studies, reports, sketches, proposals and other documents presented by Engineer;
 - e. Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as City may require or Engineer may reasonably request with regard to legal issues pertaining to the Project;
 - f. Give prompt notice to Engineer whenever City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or nonconformance in Engineer's services in the work of any Contractor.
5. Payment of all permitting fees including, but not limited to, TCEQ, ROW Permitting, Texas Historical Commission, USACE, Williamson County Habitat Conservation Plan, and Williamson County.

EXHIBIT B

Engineering Services

The purpose of this Scope of Work is to provide engineering services for Preliminary and Final Design, Bid Phase, and Construction Phase Services for the Parcel 150 36-inch Water Transmission Main located in Round Rock, Texas. Anticipated constructed improvements include:

- 6,700 LF of 36-inch treated water pipeline along Future Arterial A between University Blvd and CR 112 from Ronald Reagan Blvd.
- Connection to existing 36-inch at CR-112.
- Connection to future 36-inch designed by others near University Blvd.
- Butterfly valves every 1000 LF

Detailed tasks included in this Scope of Work are described herein.

BASIC SERVICES

A. Preliminary Engineering Phase

1. Project Management & Coordination

- a. Project Administration. Manage overall scope, schedule, budget of project and coordinate activities of sub consultants during preliminary design phase.
- b. Meetings & Communication
 - i. City of Round Rock – Conduct kickoff meeting plus up to three (3) additional meetings with City of Round Rock staff.
 - ii. Stakeholders - attend up to two (2) meetings with property owners, agency stakeholders.

2. Data Collection & Review

Collect applicable data and develop constraints map along potential alignment corridor(s). Data collection includes:

- Record drawings for existing utilities
- Applicable studies and reports
- Property ownership information
- Preliminary field observations
- Available topographic mapping
- Existing GIS data from Round Rock

3. Preliminary Geotechnical Assessment

- a. Geotechnical investigation effort is for both the Parcel 150 and University Blvd 36" pipelines. Separate reports will be developed for Parcel 150 and University Blvd.
- b. Desktop geotechnical assessment
 - i. Review available published Geologic Maps, USGS Topographic Maps, and USDA Soil Survey Maps of the vicinity.
 - ii. Review of nearby soil borings obtained through other projects.
 - iii. Visual site reconnaissance along the proposed alignment to document site conditions.
- c. Report
 - i. Geologic and near surface findings
 - ii. Site observations along the proposed alignment
 - iii. Discussion of the anticipated subsurface conditions

- iv. Proposed geotechnical investigation plan
- v. Feasibility of installation techniques.

4. Pipeline Schematic Level Design

The conceptual pipeline alignment is planned to generally parallel future Arterial A between CR 112 and University Blvd that is currently being determined by HDR Engineering. The alignment will be set based on this roadway alignment based on the pipe being located approximately 15 feet from the road ROW boundary.

- a. Pipeline Route Analysis. Identify configuration of connection points and pipeline alignment from CR 112 to future Arterial A. Prepare a preliminary alignment map for use in comparing the above alternatives, with respect to: total length of pipeline, easement requirements, pipeline access and maintenance considerations, and construction considerations.
- b. Hydraulic Analysis. Review hydraulic data provided by CDM and verify flow and pressure requirements. Verify delivery pressures and determine required pressure class rating for 36" pipeline.
- c. Construction Methods. Identify methods of construction along all portions of the alignment, including open cut trenching and potential trenchless crossings of CR 112. Make preliminary recommendations on construction methods, based on construction cost, surface constraints, environmental impacts, etc.
- d. Construction Materials
 - i. Evaluate steel pipe and ductile iron pipe options.
 - ii. Recommend preliminary technical specifications for the two pipe material options, including interior linings, exterior coatings, joint lengths, joint types, embedment/backfill requirements, and pipeline appurtenances, such as air and vacuum valves, drain valves, isolation valves, etc.
- e. Conceptual Corrosion Analysis
 - i. Cathodic Protection effort is for both the Parcel 150 and University Blvd 36" pipelines.
 - ii. Conduct an electromagnetic conductivity (Emag) survey along the entire pipeline alignment for the University Blvd alignment (east-west) as well as the parcel 150 alignment (north-south). The Emag produces a measure of soil conductivity, which can be converted to resistivity and then plotted on a graph for review.
 - iii. Based on interpretation of the Emag survey data, up to 10 locations for the Wenner Four Electrode (ASTM G57) testing will be selected. In areas where the Emag survey is not conducive to specific locations for obtaining resistivity measurements, e.g. areas under or paralleling high voltage lines, congested utility corridors, etc., spacing for the 4-electrode measurements will then be roughly spaced at 500-foot intervals, or as otherwise warranted.
 - iv. Survey the pipeline alignment with respect to crossings of foreign pipelines and paralleling utility systems, as well as possible AC interference from high voltage power lines. Existing cathodic protection systems and locations of foreign line test stations will be identified, and the impact of foreign pipeline crossings will be assessed.
 - v. Evaluate soil resistivity test data
- f. Schematic Level Plan & Profile Drawings (30%)
 - i. Develop schematic plan view (scale: 1" = 100') for selected alignment, showing crossings of existing utility and roadways, easement widths, approximate locations of pipeline appurtenances, and conceptual connection details.
 - ii. Using available topographic mapping, develop schematic profile view for selected alignment to show proposed depths of cover, pipeline appurtenances, and any required trenchless installations.

5. Preliminary Engineering Report

Develop preliminary engineering report that documents technical and environmental evaluations performed and provides final recommended facilities to be designed. Report will include recommended facilities and location thereof, associated permitting requirements and land acquisition requirements, and estimated project costs. Three (3) copies of draft and final copies will be provided.

B. Final Design Phase

1. Project Management & Coordination

- a. Project Administration. Manage overall scope, schedule, budget of project and coordinate activities of sub consultants during design phase.
- b. Meetings & Communication
 - i. City of Round Rock – Attend up to five (5) progress/coordination meetings with City of Round Rock staff during design phase.
 - ii. Stakeholders - attend up to three (3) meetings with property owners, agency stakeholders as required.

2. Cathodic Protection

- a. Cathodic Protection effort is for both the Parcel 150 and University Blvd 36" pipelines.
- b. Data Analysis and Laboratory Testing
- c. Coordinate with Geotechnical Engineer to obtain up to 10 soil samples and perform soil corrosivity testing
 - i. Soil electrical resistivity tested in a soil box per ASTM G-187 in its as –received condition and again after saturation with distilled water
 - ii. pH of the saturated sample per California Test Method 643 (CTM 643)
 - iii. Test for sulfide and negative oxidation-reduction (redox) potential if sample(s) exhibit characteristics typically associated with anaerobic condition
 - iv. A 5:1 water:soil extract from each sample, chemically analyzed for the major soluble salts commonly found in soil per ASTM D4327 and D513
 - v. Compile all data and perform analysis of the conditions for galvanic and electrolytic corrosion along the pipeline route.
- d. Corrosion Control Design
 - i. Design and prepare drawings and technical specifications for joint bonding and electrical isolation, corrosion control test stations, cathodic protection for AWWA C200 welded steel pipe and AWWA C151 ductile iron pipe.

3. Geotechnical Investigation

- a. Geotechnical investigation effort is for both the Parcel 150 and University Blvd 36" pipelines.
- b. Soil borings - Field efforts for both segments will be completed under one mobilization.
 - i. Obtain street cut permits as necessary for drilling.
 - ii. Drill borings at approximately 1,000 ft intervals along the pipeline alignment (12 borings, each drilled to a depth of 20 feet).
 - iii. Drill borings 4 borings, each drilled to a depth of 30 feet anticipated trenchless locations. Exact locations to be finalized.
 - iv. Plug all bore holes upon completion of the drilling operations.
- c. Laboratory testing
 - i. Classification of soil strata and evaluation of plasticity and shrink/swell potential.

- ii. Unconfined compression tests on selected intact soil and/or rock specimens to evaluate compressive strength of subsurface strata.
- iii. Prepare five soil samples for transport to soil corrosivity testing lab. Corrosion Engineer will coordinate shipping details
- d. Geotechnical Report Separate reports will be developed for Parcel 150 and University Blvd.
 - i. Engineering analyses of field and laboratory data to develop selected geotechnical parameters for pipeline installation.

4. Surveying & Easement Documents

- a. Control Survey
 - i. Perform field surveys to establish horizontal control relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical datum will be GPS Orthometric heights and projected through the length of the project.
- b. Topographic Survey
 - i. Perform detailed topographic route survey of approximately 6,700 LF (estimated at 100 wide corridor, with envelope data). Collect spot elevations and break lines along the alignment, to include improvements, drainage features, trees (8" caliper and greater), visible utilities, and flow line information in accessible wastewater manholes.
- c. Property Acquisition Survey. Perform deed research for initial analysis and reconstruction of parcels included as part of property acquisition (by others). Includes field surveys sufficient for preparation of up to 7 parcel packages. Survey packages consist of survey plats of the property and accompanying metes and bounds descriptions suitable for property acquisition purposes. The survey packages shall be performed on a lump sum per each basis and shall be performed only upon written authorization by City.

5. Drawings & Specifications

- a. Design and prepare drawings and specifications at milestones of 75% complete. Submit drawings and contract documents to City for review and comments at 75% complete milestone. Meet with City to discuss 75% complete review comments.
 - i. General Drawings as required, including cover sheet, general construction notes, horizontal control sheets, etc.
 - ii. Plan and profile sheets
 - iii. Pipe and valve detail sheets
 - iv. Miscellaneous detail sheets
 - v. Erosion and sediment control sheets and SWPPP.
 - vi. Tree protection sheets
 - vii. General traffic control sheets (Contractor to prepare site specific traffic control plan with means and methods).
- b. Make necessary revisions to address or incorporate all review comments into 100% complete documents. Submit to City for final approval.
- c. Contract documents and technical specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- d. Bid Documents. Furnish five (5) copies of approved drawings and specifications to City. Furnish final drawings and specifications on CD in electronic format. Cost of reproduction of bid documents will be recovered by Engineer through plan set costs charged to bidders.

6. **Permitting and Approvals (non-environmental).** ROW Permits. Prepare and submit on behalf of the City all required TXDOT, County ROW, and City ROW permits as identified in the Design Report. All fees shall be paid by City
7. **Estimate of Probable Cost.** Prepare and submit engineer's opinion of probable construction cost at all deliverable milestones. Itemized breakdown of opinion of probable construction cost will be based on final plans and specifications

C. Bidding and Contract Award

After acceptance by City of the Bidding Documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, assist with the Bid Phase of the project. It is assumed that this project will consist of one construction contract. Services include:

1. Prepare pre-bid conference agenda and sign-in sheet as well as run pre-bid conference,
2. Prepare Addenda(s) as appropriate to clarify, correct, or change the Bidding Documents.
3. Answer questions during the bidding process.
4. Receive and evaluate bids and make a recommendation on award.
5. Prepare and distribute construction agreements for signatures by City of Round Rock and Contractor.
6. Update contract documents by incorporating all addenda items into a conformed set of drawings and specifications.

D. Construction Administration

Provide support services for construction administration of one construction contract.

Engineer shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. In addition, Engineer shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor. Specific tasks include:

1. Project Management & Coordination; Run pre-construction meeting, prepare meeting agenda, and issue a Notice to Proceed on behalf of the City.
2. Re-establish and flag survey control points for Contractor's use during construction staking.
3. Run construction Meetings (assumes monthly meetings and 8 month construction period).
4. Conduct total of 8 site visits at appropriate intervals as construction proceeds to observe and report on the executed work. When Engineer is called upon to observe the work of the construction contractor(s) for the detection of defects or deficiencies in such work, excluding the Engineer's responsibilities under its scope of work regarding contractor(s)' compliance in accordance with the Project plans and specifications, the Engineer will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
5. Review RFI's from the Contractor. Issue Clarifications and Interpretations. Issue Field Orders as required.
6. Issue Change Proposal Requests and prepare Change Orders.
7. Review Shop Drawings and Submittals submitted by Contractor for compliance with design concepts. Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information

given and the design concept expressed in the contract documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.

8. Review all materials testing reports.
9. Review and make recommendations on monthly Applications for Payment.
10. Conduct Substantial Completion Observation and issue punch list.
11. Review Contractor's Completion Documents.
12. Conduct Final Completion Observation and make recommendation on final payment.
Final Observation, Notice of Acceptability of the Work, and Post Construction Site Visits.
13. Prepare record drawings from information submitted by the Contractor. Furnish record drawings on CD in electronic format and one full size, paper set of drawings to CORR.

EXCLUSIONS

The following items are not included in the scope of work and will not be performed without written authorization by Owner:

1. Land acquisition services including:
 - a. Right of Entry
 - b. Title Reports
 - c. Acquisition Services
 - d. Appraisals
 - e. Condemnation Support
2. All environmental investigation and permitting including:
 - a. Cultural resource survey and permitting
 - b. Phase 1 Site Assessment
 - c. USACE 404 Permitting
 - d. Endangered Species
 - e. Edwards Aquifer Protection Plan
 - f. Participation in Williamson County Regional Habitat Conservation Plan (Wilco RHCP)

Note: All environmental services required to be performed by Chang Patel & Yerby in a separate contract.

3. Roadway schematic design for extension of Design of future New Hope Road or components thereof beyond schematic design described herein.
4. Title policy fees (recording fees, services fees, and other cost normally charged by Title Company). Assumed that these fees will be paid directly by City.
5. Coordination and/or negotiations with Jonah SUD on transfer of CCN.

CLARIFICATIONS & ASSUMPTIONS

The following items are clarifications and assumptions related to the scope of work described herein.

1. Roadway schematic for future Arterial A showing future alignment of road ROW will be provided by HDR by XXXXXX.
2. All environmental services for both Parcel 150 and University Blvd WL will be performed by CP&Y.
3. Geotechnical Investigation and corrosion protection analysis and design for both Parcel 150 and University Blvd WL will be performed by LAN as a part of this scope of work.

EXHIBIT C

Work Schedule

| Task/Deliverable | Delivery Date | Notes |
|--------------------------------|----------------------|-------------------------------------|
| NTP | 6/3/2013 | Assumes CDM memo provided by NTP |
| Preliminary Engineering Report | 9/6/13 | Assumes 5 day review by City. |
| 75% Design Docs | 12/6/13 | Assumes 5 day review by City. |
| 100% Design Docs | 2/6/14 | Assumes 5 day review by City. |
| Bid Docs | 3/15/14 | |
| Permits | 4/15/14 | CPY acquiring environmental permits |
| Easements Acquired (by City) | 5/15/14 | City acquiring easements |
| Execute Construction Contract | 6/15/14 | Estimate 3 month bid phase |
| Construction NTP | 6/22/14 | |
| Substantial Completion | 12/22/14 | |
| Final Completion | 2/1/15 | |

EXHIBIT D

Fee Schedule

| | Description | Total Labor | Total Subs | Directs / Expenses | Total Services |
|----------|--|-------------|------------|--------------------|----------------|
| A | Preliminary Engineering Phase | | | | |
| 1 | Project Management & Coordination | \$ 8,100 | \$ - | \$ - | \$ 8,100 |
| 2 | Data Collection & Review | \$ 6,636 | \$ - | \$ - | \$ 6,636 |
| 3 | Preliminary Geotechnical Evaluation | \$ 502 | \$ 2,950 | | \$ 3,452 |
| 4 | Pipeline Schematic Level Design | \$ 23,696 | \$ - | \$ - | \$ 23,696 |
| 5 | Preliminary Engineering Report | \$ 9,554 | \$ - | \$ - | \$ 9,554 |
| | Sub-Total | \$ 48,489 | \$ 2,950 | \$ - | \$ 51,439 |
| B | Final Design Phase | | | | |
| 1 | Project Management & Coordination | \$ 15,829 | \$ - | \$ - | \$ 15,829 |
| 2 | Cathodic Protection | \$ 10,242 | \$ 300 | \$ 1,600 | \$ 12,142 |
| 3 | Geotechnical Investigation | \$ 1,788 | \$ 32,675 | \$ - | \$ 34,463 |
| 4 | Surveying & Easement Documentation | \$ 2,823 | \$ 30,981 | \$ - | \$ 33,804 |
| 5 | Drawings & Specifications | \$ 55,289 | \$ - | \$ 2,470 | \$ 57,759 |
| 6 | Approvals & Permitting (non-environmental) | \$ 3,389 | \$ - | \$ - | \$ 3,389 |
| 7 | Estimate of Probable Construction Cost | \$ 2,521 | \$ - | | \$ 2,521 |
| | Sub-Total | \$ 91,880 | \$ 63,956 | \$ 4,070 | \$ 159,906 |
| C | Bidding and Contract Award | | | | |
| | Sub-Total | \$ 11,985 | \$ - | \$ - | \$ 11,985 |
| D | Construction Administration | | | | |
| | Sub-Total | \$ 34,882 | \$ 4,021 | \$ 600 | \$ 39,503 |
| | Total Services | \$ 187,235 | \$ 70,927 | \$ 4,670 | \$ 262,832 |

EXHIBIT E

Certificate of Insurance

Attached Behind This Page

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

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

| | |
|---|--|
| PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: _____ |
| | PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Continental Casualty Company | NAIC # 20443 |
| INSURER B: _____ | |
| INSURER C: _____ | |
| INSURER D: _____ | |
| INSURER E: _____ | |
| INSURER F: _____ | |

COVERAGES LEAD01 CERTIFICATE NUMBER: 12315609 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> 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 | | | 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | NOT APPLICABLE | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX |
| A | PROFESSIONAL LIABILITY | N | N | CIH 00 616 13 40 | 6/10/2012 | 6/10/2013 | \$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: ROUND ROCK PARCEL 150 36" WL.

| | |
|--|---|
| CERTIFICATE HOLDER 12315609 CITY OF ROUND ROCK ATTN: CITY MANAGER 221 EAST MAIN STREET ROUND ROCK TX 78684 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ronald J. Lockton  |
|--|---|

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

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

| | | |
|--|--|----------------|
| PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: | Continental Casualty Company | 20443 |
| INSURER B: | Valley Forge Insurance Company | 20508 |
| INSURER C: | St Paul Fire and Marine Insurance Co | 24767 |
| INSURER D: | National Fire Insurance Co of Hartford | 20478 |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES LEAD01 CERTIFICATE NUMBER: 12315603 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
| D | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | 1015651942 | 1/1/2013 | 1/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | Y | Y | 1015651956 | 1/1/2013 | 1/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| C | UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | N | N | ZUP-14N19818-13 | 1/1/2013 | 1/1/2014 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX |
| B | 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 | H/A | 1015651973 (AOS) 1063334422 (CA) | 1/1/2013 1/1/2013 | 1/1/2014 1/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: ROUND ROCK PARCEL 150 36" WL. THE CITY OF ROUND ROCK, TEXAS IS NAMED ADDITIONAL INSURED ON A PRIMARY BASIS ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. OTHER INSURANCE SHALL NOT APPLY TO ANY COVERAGE HELD BY THE CITY.

CERTIFICATE HOLDER

12315603
CITY OF ROUND ROCK
ATTN: CITY MANAGER
221 EAST MAIN STREET
ROUND ROCK TX 78664

CANCELLATION See Attachments

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
Ronald J. Lockton



POLICY NUMBER: 1015651942

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

| Name of Additional Insured Persons Or Organizations |
|---|
| (As required by "written contract" per Paragraph A. below.) |

| Locations of Covered Operations |
|--|
| (As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.) |

- A. Section II - Who Is An Insured is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalfIn the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in B.1. above; or
 - c. Afforded to you under this policy.
 3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or

- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

(1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

(2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

(3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

(4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

D. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

COMMERCIAL AUTO
CA 20 48 02 99

POLICY NO. 1015651956

THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s):

Where required by contract, any other insurance maintained by such an "insured" will be excess of and noncontributory with this coverage form's liability coverage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: C1015651942

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

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CNA

9-23186-A
(Ed. 05/89)

POLICY NO. C1015651956

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

9-23186-A
(Ed. 05/89)

Page 1 of 1

POLICY NUMBER(S): 1015651973 (AOS)
1063334422 (CA)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

WC 00 03

POLICY NO. WC1015651973

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of operations described in the Schedule where you are required by written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be 5 percent of premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium