

EXHIBIT

“A”



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES**

FIRM: CDM SMITH INC. (“Engineer”)

ADDRESS: 9430 Research Boulevard, Suite 1-200, Austin, TX 78759

PROJECT: 2020 Water Masterplan Update

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2019 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 all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Three Hundred Seventy-Four Thousand Five Hundred Forty-Five and No/100 Dollars, (\$374,545.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

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:

Christopher "Kit" Perkins, P.E.
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3145

Mobile Number (512) 676-9047
Fax Number (512) 218-5563
Email Address cperkins@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:

Allen D. Woelke
Vice President
9430 Research Boulevard, Suite 1-200
Austin, TX 78759
Telephone Number (512) 346-1100
Fax Number (512) 345-1483
Email Address WoelkeAD@cdmsmith.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. Notwithstanding any other provision of this Contract to the contrary, Engineer shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Engineer on the date of this Contract or developed outside of this Contract.

Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

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

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract.

Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

ARTICLE 15 **PERSONNEL, EQUIPMENT AND MATERIAL**

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

ARTICLE 16 **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering

Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21 **COMPLIANCE WITH LAWS**

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

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

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

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22 **INDEMNIFICATION**

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

ARTICLE 23 **ENGINEER'S RESPONSIBILITIES**

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

ARTICLE 24 **ENGINEER'S SEAL**

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

ARTICLE 25 **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

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

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

ARTICLE 26 **INSURANCE**

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

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

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

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

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

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

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

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

ARTICLE 27 **COPYRIGHTS**

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

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 29 **SEVERABILITY**

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

ARTICLE 30 **PRIOR AGREEMENTS SUPERSEDED**

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

ARTICLE 31 **ENGINEER'S ACCOUNTING RECORDS**

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

ARTICLE 32 **NOTICES**

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

City:

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

and to:

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

Engineer:

Allen D. Woelke
Vice President
9430 Research Boulevard, Suite 1-200
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

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

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

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or

all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

[signature page follows]

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CDM SMITH INC.

By: 
Signature of Principal
Printed Name: Allen D. Woeke

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 will furnish to the Engineer the following items/information:

- 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 engineering services.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task.

EXHIBIT B

Engineering Services

Engineering Services to be provided:

Task 1: Meetings and Project Management

Several meetings are required to ensure the project is satisfying the project objectives and OWNER expectations. Meetings anticipated include the following:

- Meeting 1a – Project Initiation: In-person meeting with OWNER and ENGINEER project staff. Duration of approximately four (4) hours to review scope and gather information. This meeting should also include time for a kick off meeting with the Wastewater master plan engineer and the impact fee consultant.
- Meeting 1b – Water SCADA/Calibration Discussion and Observation: In-person meeting with OWNER's operators and ENGINEER water modelers and key project staff to discuss and observe operations for the purpose of developing improved operational rules in the model. To occur immediately after the project initiation meeting and may continue to the following day. Allow for a total of four (4) hours.
- Meeting 2 – Water Demands Review: Phone meeting with OWNER and ENGINEER key project staff to discuss comments regarding the draft memorandum. Duration of approximately two (2) hours.
- Meeting 3 – Discussion of Operational Water Model Results: Phone meeting with OWNER and ENGINEER water modelers and key project staff to discuss the results of the existing conditions operational model run to determine if additional calibration is needed. Duration of approximately two (2) hours.
- Meeting 4 – 10-Year Capital Improvements Plan (CIP) Discussion: In-person meeting with OWNER, OWNER's wastewater master plan consultant, OWNER's impact fee consultant, and ENGINEER project staff to discuss the projects proposed for the water and wastewater CIPs and impact fee development requirements. Duration of approximately four (4) hours.
- Meeting 5 – OWNER Presentation: In-person meeting to present the master plan to OWNER and other relevant parties as needed. A draft presentation will first be presented to OWNER over the phone. Duration of approximately two (2) hours for the draft presentation and two (2) hours for the final presentation.
- Additional Meetings: Other meetings where ENGINEER needs to be present includes one (1) City Council Meeting, and up to four (4) Impact Fee Committee Meetings.

The project management portion of this task involves the day-to-day ENGINEER administrative, technical, and financial management of the project activities to ensure

that the project budget, schedule, scope, and quality objectives are met. This effort includes coordinating meetings, management of staff and quality milestones, and preparation of monthly invoices and progress reports.

Deliverables:

- Meeting agendas / minutes / action items

Task 2: Data Collection

Data from OWNER and online sources will need to be collected including GIS, water billing, water production, SCADA, existing and future land use, development, and population/water service connection growth data. A brief memorandum will be produced that outlines the data needs. ENGINEER will review the data and follow-up with OWNER regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing necessary databases.

Deliverables:

- Data request spreadsheet / memorandum

Task 3: Water Demand Updates

OWNER'S wastewater consultant will take the lead for developing population and land use development projections. ENGINEER's responsibility will be to combine existing/updated demand allocations (part of Task 5) with population and land use projections to develop resulting base water demands for future scenarios. ENGINEER will additionally review long-range demand projections in the context of changing customer habits and other factors to estimate the range of future per capita demands that may be expected, particularly for water supply planning (see Task 4).

ENGINEER will analyze historical water use patterns using statistical methods to explore and measure the impacts of variables known to influence demand such as weather, household characteristics, changes in plumbing fixture flow rates, affluence, allowable outdoor watering schedules, and drought. Using results of the statistical analysis, ENGINEER will forecast GPCD based on shifts in these variables. Particularly, the analysis will be used to project GPCD increases based on a repeat of a significant drought event considering water conservation achievements and outdoor watering restrictions in place since 2011. ENGINEER will collect weather and demographic data needed to conduct the analysis and will utilize up to 12 years of OWNER'S historical water use data.

Existing demands for year 2019 will be based on the latest 12 months of complete data available as of the start of the study, normalized to adjust for average weather. The City's production/billing data will be used to determine total demand for 2019 and non-revenue water (NRW). Water demand will also be projected for future conditions, specifically 2025, 2030 and 2040, using two service area assumptions:

1. Service within the existing Certificate of Convenience and Necessity (CCN) area

2. Expanded service beyond the CCN to County Road 110 in the northeastern portion of the extra-territorial jurisdiction (ETJ)

Irrigation meter data will be collected as well as water use data from the City's reclaimed water customers.

Deliverables:

- Base condition existing and future demands (2019, 2025, 2030, 2040)
- Factors that describe demand responses for alternative weather conditions

Task 4: Water Conservation Impacts

ENGINEER will review OWNER's existing Water Conservation Plan and Drought Contingency Plan and up to 12 years of annual production data, and historical billing data as available from the billing system and/or previous water master plans. ENGINEER will consider regional socio-economic issues, regional trends, climate trends and projections, conservation projections, price of water impacts, state plumbing codes, local ordinances and other factors to determine a reasonable range of expected per capita water demand for the future, concentrating on 2040 and 2070. These projections will include a "most likely" trend line and an anticipated potential range, including a high end that involves drought scenario planning.

Deliverables:

- Baseline per capita demand projection and expected ranges through 2070

Task 5: Water Resources/Treatment Supply Projections

ENGINEER will evaluate long-term water demand projection envelopes as defined in Task 3/Task 4 to compare to existing and potential water supply contracts and treatment capacity. This evaluation is an update to previous evaluations on long-term water demand and supply. Potential supply sources will include both long-term "permanent" contracts to meet base demand projections and options for emergency "short-term" supply to meet potential drought conditions. An updated technical memorandum will be produced and included as an appendix to the water master plan report. This task will identify water supply surpluses or shortages but will not include evaluations for addressing shortages with specific options. Water resources to be considered include the BRA water contracts in Lake Georgetown and Lake Stillhouse Hollow, Edwards Aquifer Groundwater, LCRA/BCRUA contracted water and reclaimed water.

Deliverables:

- Water Resources/Treatment Supply Technical Memorandum

Task 6a: Standard Water Model Updates

ENGINEER will update the existing water distribution system hydraulic model, based on WaterGEMS by Bentley, to reflect current system conditions. This task includes adding/updating all pipes based on updates to the GIS data, especially including new neighborhoods constructed since the last model update.

To update model demands, ENGINEER will geocode billing system customer points based on site address and associate each demand point to a single pipe in the model. Geocoded points outside of the service area will be researched and corrected (we may request OWNER assistance for a small number of accounts). Also, the top 20 accounts on a consumption basis will be manually checked to verify the assigned location. Each demand will then be split evenly to the two nodes at the end of the pipe. Demands will be built up in an external database/spreadsheet into a format that can be directly loaded into the model. This will include allocation of non-revenue water (NRW), proposed to be performed based on pipe volume (larger, longer pipes will receive a proportionately higher share of NRW) and optionally by increasing/decreasing allocations by pressure zone or pipe material. The use of a database/spreadsheet in lieu of model tools for demand allocation allows for a documented record of what the demands should be per scenario.

ENGINEER will run the updated model for base conditions (2019 average day and 2019 maximum day) and produce an operational narrative with summary graphs to describe model observations. OWNER's operators will review the narrative and provide feedback as to how well the model is simulating actual experience. ENGINEER and OWNER will then determine whether additional data is needed and if additional adjustments need to be made to the model. Meeting 3 in Task 1 covers the discussions between OWNER and ENGINEER regarding this task.

ENGINEER will use the updated model to produce a near-term conditions model to combine existing demands with planned OWNER improvements within the next 2-3 years (projects in construction or under design) to be able to provide more flexibility for evaluating proposed developments. ENGINEER will then use demand projections from Task 3/4 to set up the future scenarios for the future planning horizons (2025, 2030, 2040). Each scenario will be produced sequentially so that it will start with the demands from the previous scenario. Demands will only be updated for average day scenarios. Maximum day scenarios will use a factor times average day. This factor will be determined as part of Task 3.

Irrigation demands will also be geolocated using City provided data on location of the irrigation meters and monthly irrigation water usage. ENGINEER will also coordinate with the City about potential other irrigation customers whose needs could be met by the reclaimed water system. ENGINEER will create a model of the reclaimed water system consisting of the pump station at the Brushy Creek WWTP, storage facilities and transmission/distribution system piping.

Deliverables:

- Operational Narrative
- Planning Level Model for Future Scenarios
- Planning Level Model of the Reclaimed Water System

Task 6b: Operational Water Model Updates (Optional)

This task represents an optional task to make the existing model more operational in nature. Whereas the original model has been used primarily for planning, an operational model can be used to perform various “what-if” analyses to address potential operational changes, down to the individual pipe and valve level. Operational models will also provide superior performance for evaluating water age and/or disinfectant residual issues, due to the finer level of detail applied in the system and to demands and diurnal patterns.

The model will first be updated to incorporate all system gate valves as provided from GIS data. These will be inserted into pipes, which will be split, and set either open or closed (boundary valves) based on available GIS data, known boundary locations, and/or operations input. All isolation valves will be set up as throttle control valves in the model.

The model will be checked and refined at each tank and pump station to more accurately reflect the actual set-up (sizes, valves, connections), and to realign features so they are represented approximately to scale instead of exaggerated.

ENGINEER will use input from the operations meeting to improve model operational rules, particularly for high demand days. Different operational rules will be applied for average conditions versus maximum day conditions, as appropriate, and these will be incorporated into different scenarios for average day and maximum day runs.

The billing data and database developed under Task 6a will additionally be used to classify customers into certain types so that specific demand patterns can be applied, in lieu of overall SCADA-based patterns. This will include using available billing system data and/or customer names to identify medical, school, restaurant, retail, industrial, and other account types and associate them with more representative demand patterns for those user types. As part of this pattern assignment, single family residential accounts will be grouped into lower outdoor water users and higher outdoor water users based on their seasonal consumption patterns. One pattern will reflect the same pattern in average day and maximum day scenarios and the second will reflect a peakier seasonal pattern for maximum day.

All diurnal patterns will reflect a 168-hour weekly pattern in lieu of a 24-hour repeating pattern, to reflect variances by day of the week. City AMI data dating back to 2018 may be useful in this regard to establish unique patterns for large customers or representative patterns in areas of known high irrigation demands.

Deliverables:

- Operational Model for All Scenarios

Task 7: Water System Analysis

ENGINEER will apply the updated model to near-term conditions (2019 and 2025) to evaluate the capability of the existing system to meet projected demands through 2025. This task will use average day, maximum day (including peak hour) and maximum day plus fire flow scenarios to identify deficiencies in the existing (and planned) system.

Deficiencies will be defined by points that cannot maintain required pressures under peak hour (35 psi) and average day conditions (usually 40+ psi), points that have a hydrant but cannot deliver 1,000 gpm fire flow for single-family residential during maximum day conditions, or 1,500 gpm for commercial, multifamily, non-single family residential areas during maximum day conditions. Fire flow evaluation will be at a residual pressure of 20 psi.

ENGINEER will similarly apply the updated model to longer term scenarios (2030 and 2040) using a combination of the existing model with planned improvements and prior master plan recommendations to develop a plan for the orderly construction of new facilities as needed to meet future demands.

ENGINEER will also, as part of the above analysis tasks, consider the following “what-if” alternatives:

- The ability of the system to supply customers using only Brushy Creek Regional Utility Authority (BCRUA) water, particularly in the eastern portion of the system as well as the ability of the system to supply customers using only the Lake Georgetown water, particularly in the western portion of the system. This analysis will be conducted using average day demands.
- Evaluate raw water system delivery capacity with one line or the other out of service
- Use chlorine residual decay data and textbook wall decay factors to determine how much BCRUA water the City would need to purchase to maintain an adequate chlorine residual at the Segment 3 meter vault and the 1431 elevated storage tank (EST)
- Master planned project needs for service to the existing CCN boundary or optionally to County Road 110 in the northeastern portion of the ETJ
- With OWNER provided data on cost of water produced, ENGINEER will evaluate the system that provides the most efficient use of water supplies within the constraints of minimum and maximum supply capabilities and the ability to move the water from source to demand points.

ENGINEER will evaluate the ability of the reclaimed water system facilities to meet the existing and any proposed irrigation water demands.

Deliverables:

- Near-term and Long-term Recommended Water System Transmission Projects
- Near-term and Long-term Recommended Reclaimed Water System Improvement Projects

Task 8: Evaluate Supply, Storage and Pumping Needs

ENGINEER will apply the demand projections developed by pressure zone and compare demands to TCEQ requirements to determine long-term supply, storage and pumping needs per pressure zone. This evaluation will include a determination of whether the City can meet TCEQ requirements based on potential decommissioning of Bowman/McNeil and Stone Oak tanks.

Deliverables:

- Near-term and Long-term Recommended Water System Projects

Task 9: CT Study

ENGINEER will update the most recent CT study (2009) for the Lake Georgetown Water Treatment Plant based on the additional clearwell capacity added to the treatment system. ENGINEER will prepare a draft for review by OWNER and with OWNER approval, submit the updated CT study to TCEQ for review and approval.

Deliverables:

- Updated CT Study

Task 10: Develop Capital Improvement Plan (CIP)

ENGINEER will evaluate relative timing and severity of system deficiencies identified in Tasks 7, 8 and 9 to identify and prioritize projects for implementation. Recommended projects will be grouped into immediate action (next 2-3 years), near-term (2025-2030) and long-term (2030-2040) planning horizons.

To support CIP planning, ENGINEER will develop opinions of probable construction costs for each recommended project, in Year 2020 dollars including engineering and contingencies. To support ENGINEER, OWNER will provide construction cost information from recent projects that ENGINEER can rely on when preparing the CIP cost information.

ENGINEER will also produce large scale citywide maps showing proposed projects and recommended in-service dates. After development of the draft CIP, ENGINEER will meet with OWNER to discuss the draft including project timing, phasing and costs, and will update the CIP as necessary based on meeting outcomes.

ENGINEER will develop a 10-year CIP for the reclaimed water system in a format similar to the treated water system CIP.

ENGINEER will meet with impact fee consultant to discuss the costs and capacity of proposed projects for the immediate action and near-term horizons (i.e. 2020-2030).

Deliverables:

- Draft and Final CIP Document (including maps)

Task 11: Water Master Plan Document

ENGINEER will combine previous tasks and work products into an overarching Water Master Plan document that will provide system recommendations (treatment, pumping, storage, transmission) through 2040 and water supply recommendations through 2070. A draft master plan document will be produced for OWNER review and approval. One paper copy of the draft and a digital version in PDF format will be provided. Five bound copies of the final master plan document will be produced, and a digital version will be provided in PDF format. ENGINEER will provide up to three framed copies of the water master plan map suitable for mounting on OWNER's office walls.

Deliverables:

- Draft and Final Water Master Plan Reports
- Wall Maps (3)

Task 12: Ad Hoc Services

ENGINEER will provide ad hoc services, anticipated to be primarily modeling efforts, for a period of up to five years past the end of the water master plan to evaluate additional developments and/or other "what if scenarios" as they arise. During this period, it is recommended that water model demands and piping be updated annually to reflect changing conditions and to maintain a current hydraulic model.

Deliverables:

- Technical Memoranda as agreed
- Annual Model Update

EXHIBIT C

Work Schedule

Schedule

ENGINEER will provide the base services described above in Tasks 1 through 11 within a year of receipt of a notice-to-proceed, with the Draft Master Plan document proposed to be delivered by the end of month 9. Task 6 can be performed in about the same time frame with or without the optional items.

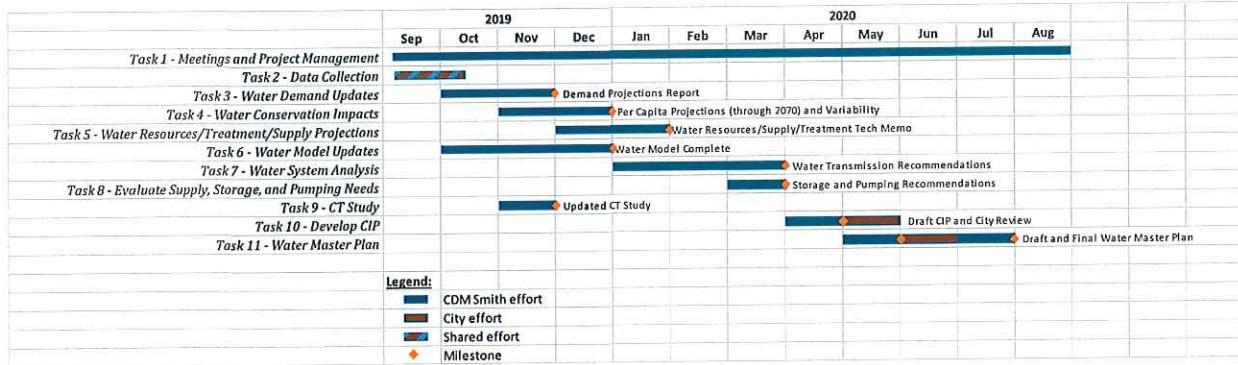


EXHIBIT D

Fee Schedule

Fee

ENGINEER will provide the services described above in Tasks 1 through 11, for a not-to-exceed amount of \$220,570. An estimate of hours and cost by task is provided below. Invoices will be prepared based on the Billing Rate Schedule provided below and other direct charges and outside professionals passed through at ENGINEER's cost. ENGINEER will prepare invoices monthly based on hours by personnel category and billing rate in each of the tasks listed below. The hours and costs by task are an estimate and hours and cost by task may vary from the values provided below.

Task 12, Ad Hoc Services, includes an allowance of just under 200 hours per year with an escalated labor cost of 3% per year to account for average salary increases. Task 12 also allows for a periodic site visit and routine meetings, if requested by the OWNER. The total for five years of Ad Hoc Services is \$153,975. Each year of Ad Hoc Services must be authorized in writing by the OWNER.

The total contract value with Tasks 1 through 12 is \$374,545

<u>Task</u>	<u>Hours</u>	<u>Labor</u>	<u>ODCs</u>	<u>Total</u>
Task 1 - Meetings and Project Management	146	\$ 25,210	\$ 2,500	\$ 27,710
Task 2 - Data Collection	66	\$ 8,570	\$ -	\$ 8,570
Task 3 - Water Demand Updates	148	\$ 19,630	\$ -	\$ 19,630
Task 4 - Water Conservation Impacts	198	\$ 24,480	\$ -	\$ 24,480
Task 5 - Water Resources/Treatment/Supply Projections	82	\$ 11,020	\$ -	\$ 11,020
Task 6a - Water Model Updates	186	\$ 23,050	\$ -	\$ 23,050
Task 6b - Operational Model Updates	234	\$ 32,170	\$ -	\$ 32,170
Task 7 - Water System Analysis	260	\$ 37,620	\$ -	\$ 37,620
Task 8 - Evaluate Supply, Storage, and Pumping Needs	52	\$ 7,900	\$ -	\$ 7,900
Task 9 - CT Study	46	\$ 7,060	\$ -	\$ 7,060
Task 10 - Develop CIP	92	\$ 13,100	\$ -	\$ 13,100
Task 11 - Water Master Plan	44	\$ 8,260	\$ -	\$ 8,260
Base Project Totals	1,320	\$ 218,070	\$ 2,500	\$ 220,570
Task 12 - Ad Hoc Services - Five Years				
Year 1	196	\$ 27,872	\$ 1,200	\$ 29,072
Year 2	196	\$ 28,708	\$ 1,200	\$ 29,908
Year 3	196	\$ 29,569	\$ 1,200	\$ 30,769
Year 4	196	\$ 30,456	\$ 1,200	\$ 31,656
Year 5	196	\$ 31,370	\$ 1,200	\$ 32,570
5-Year Ad Hoc Services Totals	980	147,975	6,000	153,975

Billing Rate Schedule

Personnel Category	Billing Rate (\$/hr)
Project Manager	295
Technical Specialist	295
Senior Technical Advisor	280
Engineer 8	240
Engineer 7	220
Engineer 6	200
Engineer 5	180
Engineer 4	160
Engineer 3	140
Project Engineer 1/2	130
Senior Technician/CADD	135
Drafter	115
Senior Administration	110
Contract Administration	100
Clerical	90

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/20/2019

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: LM Insurance Corporation	33600
	INSURER D: Lloyd's Syndicate No. 2623	AA1128623
	INSURER E: ACE Property & Casualty Insurance Co.	20699
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570077901598

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>			TB7611B8T8Z6049	01/01/2019	01/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/>						
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			AS2-611-B8T8Z6-069	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident) <input type="checkbox"/>
E	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input type="checkbox"/>			XOOG28194687003	01/01/2019	01/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N	N/A	WA561DB8T8Z6019 AOS WC5611B8T8Z6029 WI	01/01/2019	01/01/2020	X PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Archit&Eng Prof			PSDEF1900033 Professional/Claims Made	01/01/2019	01/01/2020	Each Claim Aggregate \$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)

Re: City of Round Rock - 2019 Water Master Plan Update.

CERTIFICATE HOLDER

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

Aon Risk Services Northeast Inc.





AGENCY CUSTOMER ID: 10518329
LOC#:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570077901598	
CARRIER See Certificate Number: 570077901598	NAIC CODE EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

Policy Number **TB7-611-B8T8Z6-049**

Issued by **LIBERTY INSURANCE CORPORATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **AS2-611-B8T8Z6-069**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket - as required by written contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) 30 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

<u>NAME</u>	<u>ADDRESS</u>
CDM Smith, Inc.	75 State Street Suite 701 Boston, MA 02109

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the LM INSURANCE CORP.

Premium \$ 0

Effective Date 1/1/2019 Expiration Date 1/1/2020

For attachment to Policy No. WA5-81D-B8T8Z6-019

Countersigned by _____
Authorized Representative 

End. Serial No. _____