



**EXHIBIT
"A"**

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

FIRM: WESTWOOD PROFESSIONAL SERVICES, INC. ("Engineer")
ADDRESS: 2805 North Dallas Parkway, Suite 150, Plano, TX 75093
PROJECT: County Road 118 Improvements

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Nine Hundred Fifty-Seven Thousand Three Hundred Sixty-Six and No/100 Dollars (\$957,366.00) 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:

Greg Ciaccio
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7017
Fax Number N/A
Email Address gciaccio@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:

Mark Miller
Public Infrastructure Service Leader
2805 North Dallas Parkway, Suite 150
Plano, TX 75093
Telephone Number (512) 750-8433
Fax Number N/A
Email Address mark.miller@westwoodps.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

(2) As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

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

ARTICLE 22

INDEMNIFICATION

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 27 **COPYRIGHTS**

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

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 29 **SEVERABILITY**

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

ARTICLE 30 **PRIOR AGREEMENTS SUPERSEDED**

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Westwood Professional Services, Inc.
C/O General Counsel
2805 North Dallas Parkway, Suite 150
Plano, TX 75093

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]

WESTWOOD PROFESSIONAL SERVICES, INC.

By: _____

Signature of Principal

Printed Name: Brian D. O'Neill, P.E., CFM

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Meagan Spinks, City Clerk

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A
City Services

COUNTY ROAD 118 IMPROVEMENTS

PROJECT DESCRIPTION:

The project consists of roadway and right of way improvements for the County Road 118 corridor from University Drive to West of SH 130. The project consists of both preliminary schematic layouts and construction plans for the reconstruction of County Road 118. Schematic design will incorporate both ultimate 4-lane urban section and an interim 3-lane rural section. Planning for CR 112 extension and intersection with CR 118 will be included in schematic and PSE phases. There are 2 drainage structures in the project limits that will be analyzed during schematic and PSE design. Additional improvements include pavement markings, signage, traffic control, right of mapping, and other details.

BASIC SERVICES:

A. Project Coordination

1. Project Coordination:

- Coordinate with land owners and legal entities for ROW Acquisition.
- Coordinate with on-going or future City projects that may impact the Project.
- Provide necessary record drawings or known existing utility information to the engineer.

2. Communication and Reporting:

- Attend pre-design project kickoff meeting with Engineering staff to confirm and clarify scope, understand Project objectives, and ensure economical and functional designs that meet Client requirements.
- Attend review meetings with the Engineer at the end of each design phase.
- Review and approve monthly invoices provided by the Engineer.
- Review monthly progress reports provided by the Engineer.

B. Schematic Design and Development (60% Submittal)

- Attend meeting with Engineer to review the defined deliverables for the Schematic Design and Development Phase as specified in Exhibit B - Engineering Services.
- Review and approve the layout and design components that successfully address the design problem.

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- Provide endorsement of the selected concept.

C. Preliminary Design (60% Submittal)

- Attend meeting with Engineer to review the defined deliverables for the Preliminary Design Phase as specified in Exhibit B - Engineering Services.
- Review assembled standard construction contract documents for the Project. Provide necessary record drawings or known existing utility information to the engineer.
- Review estimates of construction quantities as provided by the Engineer.

D. Final Design (95% and 100% Submittal)

1. Tasks for the Final Design Submittal include the following:

- Attend meeting with Engineer to review the defined deliverables for the Final Design Phase as specified in Exhibit B - Engineering Services.
- Review assembled standard construction contract documents for the project. Provide necessary record drawings or known existing utility information to the engineer.
- Review estimate of construction quantities and final opinion of probable construction costs as provided by the Engineer.
- For 100% Design
 - Provide endorsement of final design package deliverables as specified in Exhibit B - Engineering Services.

E. Bid Phase Services

1. Endorsement of Bidding Documents:

- Provide endorsement of submitted bidding documents and approval of bid.

2. Provide assistance in answering administrative CivCast questions.

3. Review and approve of the conformed issued for construction documents at end of bidding.

4. Assist in coordination of contract documents upon selection of bidder for award.

F. Construction Phase Services

1. Preconstruction Conference

2. Review of any pertinent submittals for approval after Engineer has reviewed and approved/commented.

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3. Provide field inspection services
4. Provide representation at scheduled project meetings.
5. Final Inspection
 - City shall attend final inspection of the Project with representatives of the Engineer and the construction contractor.

G. Project Completion

1. Review and provide endorsement of "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and the Engineer representative.

END OF EXHIBIT 'A'

EXHIBIT B
Engineering Services

COUNTY ROAD 118 IMPROVEMENTS

PROJECT DESCRIPTION:

The project consists of roadway and right of way improvements for the County Road 118 corridor from University Drive to West of SH 130. The project consists of both preliminary schematic layouts and construction plans for the reconstruction of County Road 118. Schematic design will incorporate both ultimate 4-lane urban section and an interim 3-lane rural section. There are 2 drainage structures in the project limits that will be analyzed during schematic and PSE design. Additional improvements include pavement markings, signage, traffic control, right of mapping, and other details.

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

Design services related to the design and plan production for this project will be performed in accordance with the latest available City of Round Rock Transportation Design and Construction Standards (DACS) Criteria Manual and TxDOT manuals from the design collection located on the TxDOT website. The roadway will be designed based the DACS Table 1-1c: Geometric Criteria – Arterial Streets and TxDOT (3R) design criteria, as applicable. The intent is to meet design criteria based on a speed limit of 45 miles per hour (mph). The development of the project will be consistent with City and TxDOT design procedures and practices. This project will be developed utilizing MicroStation Open Roads.

Below is a more complete description of services to be provided throughout the project:

BASIC SERVICES:

A. Schematic Design and Development (FC 130)

Westwood shall prepare an alignment and proposed roadway schematic layout that includes improvements to County Road 118 in interim and ultimate conditions. Westwood shall prepare preliminary drawings to identify any potential impacts and constraints within the project corridor. Any potential utility conflicts and structural impediments must be identified as such. Westwood shall propose a total of two (2) alternative alignments for both interim and ultimate conditions that avoid or minimize displacements and damages and prepare any additional attachments or exhibits required to illustrate a preferred alternative alignment. Westwood shall assist the City with agency meetings during the development of the schematic design as requested by the City. If requested by the City, Westwood shall prepare a Notice and Opportunity to Comment and assist the City with stakeholder meetings, public meetings, and a public hearing. Public meetings will be considered additional services and not included in this scope of work.

EXHIBIT B to Agreement between the City of Round Rock Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below.

110.1 Data Collection (Task 1)

Westwood shall conduct field reconnaissance and collect data as necessary to complete the schematic design. Data must include the following information. Items 1 through 8 must be obtained from the City, if available. Items 9 through 13 must be obtained from other agencies as required.

- a. Available corridor major investment studies
- b. Design data from record drawings of existing and proposed facilities
- c. Existing and future design year traffic data.
- d. Historical crash data
- e. Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
- f. Aerial photos, planimetric mapping, and DTM
- g. Environmental data
- h. Previously prepared drainage studies
- i. Adopted land use maps and plans (if available)
- j. Federal Emergency Management Agency (FEMA) flood boundary maps and flood insurance studies and models
- k. Public and private utility information
- l. Local major thoroughfare plan

110.2 Develop Preliminary Base Maps (Task 2)

Westwood shall develop the base maps to be used for the analysis and proposed schematic layout from existing construction and right of way (ROW) plans as available. Westwood shall re-establish the existing centerline horizontal alignments for all roadways, identify existing ROW and easements, property owners, and the approximate location of major utilities based on a SUE in the preparation of base maps.

110.3 Incorporate Planimetrics and Aerial Mapping (Task 3)

Westwood shall obtain planimetrics, digital terrain modeling (DTM), and aerial photographs from the City, if available. Westwood shall integrate any data received from City with existing available data.

110.4 Analyze Existing Conditions (Task 4)

Using collected data and base maps, Westwood shall develop an overall analysis of the existing conditions to develop the schematic design. The analysis must include the following:

- a. ROW and easement determination
- b. Horizontal alignment
- c. Vertical alignment
- d. Pavement cross slopes and pavement type

- e. Soil exploration
- f. Geotechnical testing
- g. Intersection design and analysis
- h. Sight distance
- i. Large guide signs and roadside signing
- j. Level of service
- k. Locations of critical constraints
- l. Drainage
- m. Traffic control and construction phasing sequence

110.5 Hydrologic Studies (Task 5)

Westwood shall use data from as-built plans and FEMA maps to locate drainage outfalls and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry. Westwood shall conduct a preliminary drainage analysis to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage analysis must identify the impacts to abutting properties and the 100-year floodplain due to proposed roadway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50, and 100-year storm events; identify and locate outfalls; provide drainage outfall descriptions; provide overall drainage area map, sub-drainage area map, and any storm water detention facilities; and provide a report identifying the results of the study. The report will be included in the Engineering Summary Report.

110.6 Environmental Studies (Task 6)

Westwood will conduct desktop environmental studies to identify any environmental conditions that need additional permitting or attention from additional agencies. The desktop review will include:

- Waters of the US Delineation and memo
- Phase 1 ESA
- Protected species habitat assessment
- Cultural Resources review

Exclusions to the desktop review include:

- Phase II Site Assessment
- Water, soil, or material sampling and/or testing
- Monitoring well investigations
- Permitting services through other agencies including USACE

110.7 Develop Schematic Alternatives (Task 7)

Westwood shall identify and analyze schematic alternatives to minimize potential adverse operational impacts, crash impacts, ROW impacts, environmental impacts, major utility conflicts, structural impediments, or

exceptions to the City and TxDOT design criteria. It is assumed no more than two (2) alternatives will be evaluated for each the interim and ultimate conditions.

110.8 Develop Conceptual Design Schematics (Task 8)

Westwood shall develop a single recommended design alternative that optimizes improvements and minimizes impacts to adjacent properties and access. The conceptual schematics are to be plan view only. A proposed profile will shown to verify ROW extents. Two design schematics will be provided, one (1) for the 3 lane configuration that will be utilized for 30% design and one (1) for the ultimate 4 lane configuration including the future intersection with CR 112.

The schematics must contain the following design elements:

- a. Roadway alignment
- b. Horizontal curve data
- c. Pavement edges, face of curbs and shoulder lines
- d. Typical sections of existing and proposed roadways
- e. Proposed structure locations
- f. Preliminary ROW requirements and control-of-access locations
- g. Direction of traffic flow and the number of lanes on all roadways
- h. Existing utilities
- i. Waters of the United States (WOTUS)

Deliverables include:

- .KMZ file showing proposed linework
- Roll plots for each of the schematic deliverables
- PDF of roll plots
- CAD files

110.9 Develop Cross Sections (Task 9)

Westwood shall use a Bentley 3D OpenRoads model to generate preliminary cross-sections at 100 feet intervals (unless otherwise directed by the CLIENT), at driveway locations, and at culvert locations in conjunction with the geometric schematic. Westwood shall determine earthwork volumes for use in the cost estimate. Westwood shall prepare 11-inch x17 inch plan sheets or roll plots of the cross-sections, as directed by the City. Only one format will be provided.

110.10 Develop Preliminary Construction Sequence (Task 10)

Westwood shall develop preliminary traffic control sequencing plans for discussion and approval of Client. Conceptual traffic control sequencing includes construction typical sections, construction narrative, and roll plots depicting phased construction.

110.11 Develop Preliminary Cost Estimate (Task 11)

Westwood shall prepare a preliminary cost estimate for the project, including the costs of construction, required ROW and associated improvements, and eligible utility adjustments. Current TxDOT unit bid prices must be used in preparation of the estimate.

110.12 Develop Engineering Summary Report (Task 12)

Westwood shall prepare an engineering summary report to summarize the design criteria, preliminary cost estimate and basis of estimate, construction sequence description, and utility conflict issues.

110.13 Provide Deliverable Documents and Files (Task 13)

In conjunction with the performance of the services included under Function Code 110 of this attachment, Westwood shall provide the following documents and associated electronic files as applicable.

- a. Final copy of the Engineering Summary Report
- c. Construction cost estimate
- d. Estimated ROW needs for permanent BMP measures
- e. Final copy of the Geometric Schematic roll plot, 1 interim and 1 ultimate.
- f. Final copies of the alternative design concepts roll plots.
- j. Copy of the Cross-Sections in a roll plot format
- u. Utility Conflict Matrix

B. Surveying and ROW Mapping (FC 110)

Westwood shall complete a field survey, boundary survey, and topographic survey utilizing the following methods.

1. Establish Survey Control:

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good

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surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way:

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line (upon receiving permission for right-of-entry). Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced. Any required permitting fees or traffic control fees (other than standard traffic control equipment) is not included in this proposal.

4. Existing Drainage Channels and Drainage Area Verification:

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities:

Surveyor will submit a utility locate request to Texas811 for the segment along the roadway and survey in their markings. Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way:

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets. The Surveyor will locate

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right-of-way monumentation and other evidence to best-fit the existing right-of-way lines and determine proposed right-of-way lines.

7. Existing Storm Sewers and Culverts:

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

9. Boundary Survey:

Westwood will perform an on the ground survey of the project area under the direct supervision of a Registered Professional Land Surveyor and will prepare a certified survey plat and written property description of said project area. Sheets and Crossfield will supply Title abstract.

Included in this item:

- The establishment of the boundary of the tract based on recorded deed information.
- Identification of boundary conflicts with adjoining tracts.
- Identification of any significant differences between the established boundary and deed or plat information.
- Monumentation of the boundary of the site in accordance with State of Texas surveying requirements.
- The location of easements and setback lines of which we have knowledge.
- Information regarding the ownership of adjacent tracts.

Not included in this item:

- Field tying any improvements on the site, or visible easements.
- Westwood will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

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10. Preparation of Parcel Acquisition Documents:

Westwood will prepare all parcel acquisition documents and exhibits necessary for the selected design. It is anticipated that there will be a total of 13 parcels needing acquisition.

11. ROW Acquisition Coordination

Westwood will assist the Client in discussions and meetings with property owners. Westwood shall prepare exhibits and accompany Client as needed. Westwood will provide coordination efforts to get the ROW acquired.

12. Deliverables

The Surveyor will provide the topographic and boundary survey in .dgn format. The following items can be provided upon request:

- Planimetric file
- Surface file including 1 foot contours
- ASCII point file
- 1 PDF for field verification
- Scan of Surveyor's field notes
- Documentation of right-of-entry letters
- Parcel Maps and Metes & Bounds

C. Project Management and Administration (FC 145)

1. City Coordination:

- Westwood shall coordinate with City staff throughout project duration.
- Coordination items under this task do not fall under the typical scheduled meetings and review tasks.

2. Franchise Utility Coordination:

- Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Westwood will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction. Westwood shall attend City utility coordination meetings and facilitate CR 118

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City of Round Rock Texas ("Client")
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utility coordination meeting(s) to manage relocation process with
affected franchise utilities until all relocations are complete.

3. Team Management:
 - Lead, manage and direct design team activities.
 - Ensure quality control is practiced in performance of the work.
 - Communicate internally among team members.
 - Allocate team resources.
4. Develop and Maintain Detailed Project Work Schedule
 - Westwood to track and maintain work schedule to ensure project delivery is on time and any delays noted and schedule updated.
5. Project Progress Meetings and Reports
 - Westwood and Client to meet monthly to discuss project progress. Meetings may become bi-weekly during critical design deliverable timeframes.
 - Westwood shall provide meeting minutes documenting decisions made during progress meetings.
 - Westwood shall conduct review meetings at the end of each design phase.
6. Prepare and Submit Invoices:
 - Prepare and submit monthly invoices in the format acceptable to the Client.
 - Prepare and submit monthly progress reports.
7. Record Keeping:
 - Westwood shall keep meeting minutes and project updates on all decisions made regarding the project design and timeline. All project notes shall be sent to Client.
8. Perform QA/QC:
 - Westwood commits to performing thorough QA/QC on all deliverables to the Client. A formal QA/QC process will be followed and documented for all deliverables to Client.

D. Preliminary Design (60% Submittal) (FC 160.1)

The Preliminary Design shall be submitted to Client per the approved Project Schedule. The purpose of the conceptual design is for Westwood to:

- Identify and develop proposed layout.
- Present (through the defined deliverables) preliminary set of construction plans to the Client.
- Recommend the layout and design components that successfully address the design problem.
- Obtain the Client's endorsement of the selected concept.

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Westwood will develop the preliminary construction plans of the PROJECT as follows.

1. The Preliminary Design Package shall include the following:
 - Preliminary (60%) plans to include:
 - Cover Sheet
 - General Notes
 - Summary of Quantities Sheets
 - Project Layout & Control Sheet
 - Roadway Typical Sections
 - Traffic Control Plans
 - Demolition Plans
 - Roadway Plan and Profile Sheets
 - Driveway Plan and Profile Sheets
 - Drainage Area Maps
 - Hydraulic Calculations
 - Ditch Plan and Profile Sheets (These may be added in Roadway Plan and Profile Sheets for clarity)
 - Cross Culvert Plan and Profile
 - Signing and Pavement Markings Sheets
 - Erosion Control Sheets
 - Cross Section Sheets
 - .KMZ file showing proposed linework
 - Documentation of key design decisions.
 - Itemized Preliminary opinion of probable construction cost

E. Final Design (95% and 100% Submittal) (FC 160.2)

The Final Design shall be submitted to City per the approved Project Schedule. The purpose of the conceptual design is for Westwood to:

- Present revisions to previous construction plan submittals to the Client.
 - Recommend final layout and design components that successfully address design problem.
 - Obtain the Client's endorsement of the selected concept.
1. The Final Design Package shall include all drawings presented in preliminary design phase in addition to the following:
 - Project Details and Standards
 - Final estimates of probable construction costs
 - .KMZ file showing proposed linework
 - Project Manual

EXHIBIT B to Agreement between the City of Round Rock Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

The following assumptions apply:

- Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.
- Westwood will submit digital and hard copies of construction contract documents, drawings, and opinion of probable construction cost to Client.

F. Subsurface Utility Engineering (FC 160.3)

Westwood will provide Subsurface Utility Engineering (S.U.E.) Services through the use of a qualified sub-consultant. The S.U.E. will be performed to ASCE standard guidelines (ASCE 38-02). The deliverables for this project will be electronic files only in MicroStation format. All Right-of-Entry Coordination is to be provided by Westwood. As described in the publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records.
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

It is anticipated that only QL A will be needed at potential gas and sanitary sewer crossings. QL A determinations will be made during the schematic design phase. 5 QL A test holes are estimated to be needed.

G. Geotechnical Engineering (FC 163)

Through a qualified subcontractor, Westwood shall:

- Perform soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
- Field and laboratory analysis will be made at reasonable intervals along the project alignment, assumed 15 borings for project site.
- A pavement section design will be prepared based on the results. A minimum of 3 pavement recommendations will be suggested.

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- Recommendations regarding design of trench safety and below ground structure, and suitability of pipe materials and construction technologies will be prepared based on the results.

H. Bid Phase Services

1. Answer Contractor Questions (CIVCAST)

Westwood will develop and implement procedures for receiving and answering bidders' questions and requests for additional information on CIVCAST. The procedures shall include a log of all bidders' questions and requests, and the response thereto. Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.

2. Conformed Construction Documents:

Upon award of a contract by the Client, Westwood shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

I. Construction Phase Services

1. Preconstruction Conference:

- Westwood shall attend the preconstruction conference.

2. Attend Bi-weekly Project Meetings:

- Westwood shall attend bi-weekly meetings as construction proceeds to observe and prepare meeting notes to report on progress.

3. Submittal Review and Contractor Contact:

- Westwood shall review shop drawings submitted by the contractor for compliance with design concepts. Westwood shall review laboratory, shop, and mill test reports on materials and equipment. Westwood shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the Client. Westwood shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

4. Final Inspection:

- Westwood shall attend final inspection of the Project with representatives of the City and the construction contractor.

J. Record Drawings

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and City project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the Client in digital and hard copy format.

K. Direct Expenses (Not to Exceed)

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

Services not included in this contract:

- *Landscape architectural design services*
- *Construction observation or inspection services*
- *As-built surveys of constructed improvements*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*
- *Traffic Signal design.*

END OF EXHIBIT 'B'

EXHIBIT C
Work Schedule

Attached Behind This Page

EXHIBIT ‘C’ – WORK SCHEUDLE
COUNTY ROAD 118 IMPROVEMENTS

WROK SCHEDULE:

Westwood will commence services upon signed contract and notice to proceed from the CLIENT. Project kickoff meeting will be completed to finalize deliverable dates. The following table will set general guidelines for deliverable schedule from notice to proceed. These dates may be modified based on project status.

COUNTY ROAD 118 PROPOSED DESIGN SCHEDULE

	2024												2025											
PHASE	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12			
NOTICE TO PROCEED	■																							
INTERIM SCHEMATIC		■	■	■	■	■																		
ULTIMATE SCHEMATIC			■	■	■	■	■																	
CITY REVIEW						■	■	■																
60% PS&E							■	■	■	■	■													
CITY REVIEW											■													
90% PS&E												■	■	■										
CITY REVIEW													■											
FINAL PS&E														■	■									
BID PHASE															■	■	■							

END OF EXHIBIT ‘C’

EXHIBIT D
Fee Schedule

Attached Behind This Page

EXHIBIT D to Agreement between the
City of Round Rock Texas ("Client")
and Westwood Professional Services,
Inc., ("Westwood") for Consulting
Services

EXHIBIT 'D' – COMPENSATION AND METHOD OF PAYMENT

COUNTY ROAD 118 IMPROVEMENTS

COMPENSATION:

For all professional services included in EXHIBIT 'B', Engineering Services Scope of Services, Westwood shall be compensated a lump sum fee of \$957,366.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'B', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Interim Schematic Design & Development (3-Lane Rural)	\$ 164,164.00
B. Ultimate Schematic Design & Development (4-Lane Urban)	\$ 128,352.00
C. Survey and ROW Mapping	\$ 96,160.00
D. Project Management & Administration	\$ 92,546.00
E. Preliminary Design (60%)	\$ 200,088.00
F. Final Design (95% & 100%)	\$ 147,230.00
G. Bid Phase Services	\$ 15,840.00
H. Construction Phase Services	\$ 35,436.00
I. Record Drawings	\$ 6,840.00
J. Subsurface Utility Engineering	\$ 36,500.00
K. Geotechnical Investigation	\$ 31,000.00
L. Direct Expenses	<u>\$ 3,210.00</u>

TOTAL	<u>\$957,366.00</u>
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METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

END OF EXHIBIT 'D'

PROJECT NO.: 0050998.00
CLIENT: City of Round Rock
PROJECT TITLE: County Road 118 Improvements

DESCRIPTION OF WORK TASK	LEVEL OF EFFORT BY CLASSIFICATION															TOTAL MH'S PER TASK	TOTAL FEE PER TASK	
	PRINCIPAL	DIRECTOR	PROJ MGR	SENIOR ENGR	PROJECT ENGR	GRAD ENGR	ENGR DESIGNER	ENVIRO ENGR	ENVIRO SCIENTIST	RPLS	FIELD CREW	SURVEY TECH	ADMIN	SUB				
	\$260.00	\$245.00	\$220.00	\$200.00	\$165.00	\$147.00	\$160.00	\$184.00	\$142.00	\$200.00	\$190.00	\$165.00	\$84.00					
SCHEMATIC DESIGN AND DEVELOPMENT (FC 110)																		
INTERIM 3 LANE SECTION																	974.0	\$ 164,164.00
DATA COLLECTION			4.0	8.0	8.0	8.0	8.0	8.0	8.0				16.0				68.0	\$ 10,208.00
DEVELOP PRELIMINARY BASE MAPS				2.0	4.0	8.0	8.0										22.0	\$ 3,516.00
INCORPORATE PLANIMETRICS AND AERIAL MAPPING			2.0		2.0		8.0										12.0	\$ 2,050.00
ANALYZE EXISTING CONDITIONS		2.0	8.0				8.0										18.0	\$ 3,530.00
ENVIRONMENTAL STUDIES																		\$ -
HYDROLOGIC STUDIES		2.0	16.0	16.0	16.0	40.0	80.0										170.0	\$ 28,530.00
DEVELOP SCHEMATIC ALTERNATIVES	2.0	4.0	8.0	8.0	24.0	24.0	40.0										110.0	\$ 18,748.00
DEVELOP CONCEPTUAL DESIGN SCHEMATICS	4.0	8.0	24.0	40.0	80.0	80.0	80.0										316.0	\$ 54,040.00
DEVELOP CROSS SECTIONS			8.0	16.0	24.0	24.0	24.0										96.0	\$ 16,288.00
DEVELOP PRELIMINARY CONSTRUCTION SEQUENCE			2.0	4.0	4.0	8.0	24.0										66.0	\$ 10,858.00
PREPARE PRELIMINARY COST ESTIMATE			2.0	2.0	2.0	8.0	8.0	8.0									30.0	\$ 5,106.00
PREPARE ENGINEERING SUMMARY REPORT			2.0	4.0	4.0	8.0	8.0		8.0	24.0							58.0	\$ 9,546.00
PROVIDE DELIVERABLE DOCUMENTS AND FILES	2.0	2.0	2.0			2.0											8.0	\$ 1,744.00
ULTIMATE 4 LANE SECTION																	736.0	\$ 128,352.00
DATA COLLECTION																		\$ -
DEVELOP PRELIMINARY BASE MAPS																		\$ -
INCORPORATE PLANIMETRICS AND AERIAL MAPPING																		\$ -
ANALYZE EXISTING CONDITIONS																		\$ -
HYDROLOGIC STUDIES		2.0	8.0	8.0	8.0	24.0	40.0										90.0	\$ 15,098.00
ENVIRONMENTAL STUDIES			8.0					60.0	24.0								92.0	\$ 16,208.00
DEVELOP SCHEMATIC ALTERNATIVES	2.0	4.0	8.0	8.0	24.0	24.0	40.0										110.0	\$ 18,748.00
CONDUCT FIELD SURVEY BOUNDARY AND TOPO																		\$ -
DEVELOP CONCEPTUAL DESIGN SCHEMATICS	4.0	8.0	40.0	40.0	60.0	60.0	60.0										272.0	\$ 48,120.00
DEVELOP CROSS SECTIONS			8.0	16.0	16.0	24.0	24.0										88.0	\$ 14,968.00
DEVELOP PRELIMINARY CONSTRUCTION SEQUENCE																		\$ -
PREPARE PRELIMINARY COST ESTIMATE			2.0	2.0	2.0	8.0	8.0	8.0									30.0	\$ 5,106.00
PREPARE ENGINEERING SUMMARY REPORT			2.0	8.0	8.0	8.0	8.0										42.0	\$ 7,626.00
PROVIDE DELIVERABLE DOCUMENTS AND FILES	2.0	2.0	4.0			4.0											12.0	\$ 2,478.00
SURVEYING & ROW MAPPING																		\$ 96,160.00
CONDUCT FIELD SURVEY BOUNDARY AND TOPO		4.0	8.0							60.0	160.0	160.0						

WESTWOOD PROFESSIONAL SERVICES

PROJECT NO.: 0050998.00

CLIENT: City of Round Rock

PROJECT TITLE: County Road 118 Improvements

March 20, 2024

DESCRIPTION OF WORK TASK	LEVEL OF EFFORT BY CLASSIFICATION														TOTAL MHS PER TASK	TOTAL FEE PER TASK
	PRINCIPAL \$260.00	DIRECTOR \$245.00	PROJ MGR \$220.00	SENIOR ENGR \$200.00	PROJECT ENGR \$165.00	GRAD ENGR \$147.00	ENGR DESIGNER \$160.00	ENVIRO ENGR \$184.00	ENVIRO SCIENTIST \$142.00	RPLS \$200.00	FIELD CREW \$190.00	SURVEY TECH \$165.00	ADMIN \$84.00	SUB		
FINAL DESIGN - 95% AND 100% (FC 160)															866.0	\$ 147,230.00
COVER SHEET / INDEX							8.0								8.0	\$ 1,280.00
GENERAL NOTES SHEET			2.0				8.0								10.0	\$ 1,720.00
QUANTITY SUMMARY			4.0	4.0	8.0	8.0	8.0								32.0	\$ 5,456.00
SIGN SUMMARY				4.0			8.0								12.0	\$ 2,080.00
EXISTING CONDITION				4.0		8.0									12.0	\$ 1,976.00
PROPOSED PAVEMENT SECTIONS				4.0		8.0									12.0	\$ 1,976.00
CROSS SECTION SHEETS			4.0	8.0	8.0	16.0	16.0								52.0	\$ 8,712.00
TRAFFIC CONTROL		2.0	16.0	16.0	16.0	40.0	40.0								130.0	\$ 22,130.00
DEMOLITION PLAN			8.0	8.0	24.0		24.0								64.0	\$ 11,160.00
ROADWAY PLAN AND PROFILE		2.0	8.0	12.0	12.0	80.0	80.0								194.0	\$ 31,190.00
DRIVEWAY PLAN AND PROFILE			2.0	4.0	4.0	8.0	8.0								26.0	\$ 4,356.00
DRAINAGE AREA MAP			2.0	4.0	8.0										14.0	\$ 2,560.00
HYDRAULIC CALCULATIONS			4.0	4.0	4.0	8.0	8.0								28.0	\$ 4,796.00
DITCH PLAN AND PROFILES			8.0	8.0	8.0	40.0	24.0								88.0	\$ 14,400.00
SIGNING AND PAVEMENT MARKINGS				4.0	4.0	16.0	16.0								40.0	\$ 6,372.00
EROSION CONTROL				2.0	2.0		24.0								28.0	\$ 4,670.00
DETAILS			8.0	8.0	8.0	8.0	8.0								40.0	\$ 7,136.00
SPECIFICATIONS			8.0	8.0			8.0								24.0	\$ 4,640.00
OPINION OF PROBABLE CONSTRUCTION COSTS				8.0	8.0		8.0								32.0	\$ 5,960.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	4.0	8.0	8.0												20.0	\$ 4,760.00
BID PHASE SERVICES															88.0	\$ 15,840.00
ANSWER CONTRACTOR QUESTIONS (CIVCAST)			16.0		40.0										56.0	\$ 10,120.00
CONFORMED CONSTRUCTION DOCUMENTS			8.0		24.0										32.0	\$ 5,720.00
CONSTRUCTION PHASE SERVICES															172.0	\$ 35,436.00
PRECONSTRUCTION CONFERENCE		2.0	8.0	8.0											18.0	\$ 3,850.00
ATTEND PROJECT MEETINGS			40.0	40.0											80.0	\$ 16,800.00
SUBMITTAL REVIEW AND CONTRACTOR CONTACT			8.0	40.0		8.0									56.0	\$ 10,936.00
FINAL INSPECTION		2.0	8.0	8.0											18.0	\$ 3,850.00
RECORD DRAWINGS															42.0	\$ 6,840.00
RECORD DRAWINGS			2.0				40.0								42.0	\$ 6,840.00
PROJECT SUBCONSULTANTS																\$ 67,500.00
SUBSURFACE UTILITY ENGINEERING (FC 160)																\$ 36,500.00
GEOTECHNICAL INVESTIGATION (FC 163)																\$ 31,000.00
ENGINEERING HOURS SUB-TOTALS	40.0	194.0	796.0	538.0	716.0	910.0	1,200.0	76.0	56.0	100.0	160.0	160.0	40.0	0.0	4,986.0	
ENGINEERING TOTAL LABOR COSTS	\$ 10,400.00	\$ 47,530.00	\$ 175,120.00	\$ 107,600.00	\$ 118,140.00	\$ 133,770.00	\$ 192,000.00	\$ 13,984.00	\$ 7,952.00	\$ 20,000.00	\$ 30,400.00	\$ 26,400.00	\$ 3,360.00	\$ -		\$ 886,656.00
SUBCONSULTANT TOTAL LABOR COSTS																\$ 67,500.00
TOTAL ENGINEERING AND SUBCONSULTANT COST																\$ 954,156.00
% OF TOTAL HOURS	0.8%	3.9%	16.0%	10.8%	14.4%	18.3%	24.1%	1.5%	1.1%	2.0%	3.2%	3.2%	0.8%	0.0%	100.0%	
DIRECT EXPENSES														QUANTITY	Engineering	
PRINTING - 11 X 17 PLANS (REVIEW SETS)	\$ 0.10	1,000	PLOTS											\$ 100.00	LABOR COSTS:	\$ 886,656.00
PRINTING - ROLL PLOTS	\$ 4.00	700	PLOTS											\$ 2,800.00	DIRECT EXPENSES:	\$ 3,210.00
PRINTING - 11 X 17 PLANS (BID SETS)	\$ 0.10	400	PLOTS											\$ 40.00	SUBCONSULTANT COSTS:	\$ 67,500.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	\$ 0.10	200	COPIES											\$ 20.00	TOTAL ENGINEERING (Basic Services)	\$ 957,366.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	\$ 0.10	200	COPIES											\$ 20.00		
MILEAGE	\$ 0.575	400	MILES											\$ 230.00		
TOTAL DIRECT EXPENSES														\$ 3,210.00		

EXHIBIT E
Certificates of Insurance
Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY)

3/27/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: Transportation Insurance Company INSURER C: The Continental Casualty Company INSURER D: National Fire Insurance Co of Hartford INSURER E: INSURER F:	FAX (A/C, No): NAIC # 35289 20494 20443 20478
INSURED 1487133 WESTWOOD PROFESSIONAL SERVICES, INC. 2805 NORTH DALLAS PARKWAY, SUITE 150 PLANO TX 75093		

COVERAGES**CERTIFICATE NUMBER:** 20440851**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONT LIAB; XCU <input checked="" type="checkbox"/> STOP GAP OH,ND,WA,WY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	7011509284	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP \$1,000 <input checked="" type="checkbox"/> COLL \$1,000	Y	Y	7011509298	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ \$0 OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	Y	Y	7011509317	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D A	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 checked="" type="checkbox"/> N	N/A	Y	7011509303 (AOS) 7018431689 (CA)	11/1/2023 11/1/2023	11/1/2024 11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIAB INCL POLLUTION	N	Y	AEH591925173	11/1/2023	11/1/2024	PER CLAIM \$5,000,000 AGGREGATE \$5,000,000

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

RE: COUNTY ROAD 118 IMPROVEMENTS. CERTIFICATE HOLDER AND OTHERS AS REQUIRED BY CONTRACT DOCUMENTS ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL, AUTO & UMBRELLA LIABILITY IF REQUIRED BY WRITTEN CONTRACT AND PER THE ATTACHED FORMS. A WAIVER OF SUBROGATION APPLIES TO GENERAL, AUTO, UMBRELLA, PROFESSIONAL & WORK COMP/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW, IF REQUIRED BY WRITTEN CONTRACT & PER THE ATTACHED FORMS. 30 DAY NOTICE OF CANCELLATION (10 DAYS NON-PAYMENT) APPLIES.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**20440851**City of Round Rock
Attn: City Manager
221 E. Main Street
Round Rock TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA

CNA PARAMOUNT

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

POLICY NO: 7011509284

EFFECTIVE DATE: 11/1/2023

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **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; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or
2. A higher limit of insurance than what you are required to provide by the **written contract**. Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **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.

III. But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

V. The insurance granted by this endorsement 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**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **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:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the bodily injury or property damage occurrence or personal and advertising injury offense.

CNA PARAMOUNT

Amendment - Additional Insured Limit Provisions

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

When the **Named Insured** agrees in a written contract to make another entity an Additional Insured, and to carry particular limits of liability insurance, and

- The minimum limit of insurance the written contract requires the **Named Insured** to carry is lower than the limit of insurance otherwise provided by this Policy; and
- The written contract does not specify a limit of liability for insurance that applies excess of this Policy,

then provisions in this Policy's Additional Insured endorsements that cap the limits available to such Additional Insureds to no more than the amount specified by the written contract continue to apply. In all other instances, however, such provisions in all Additional Insured endorsements attached to this policy do not apply, and are hereby rendered null and void. In no event, however, will the limits of insurance available under this Policy to an Additional Insured be higher than the limits available to the **Named Insured**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No:	7011509284
Endorsement No:	
Effective Date:	11/1/2023

Business Auto Policy

Policy Endorsement

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To**

Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or

agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

	CNA PARAMOUNT Architects, Engineers and Surveyors General Liability Extension Endorsement
--	--

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to

CNA74858XX (1-15) Policy No: 7011509284

Endorsement No 7

The Continental Insurance Co. Effective Date: 11/1/2023

Insured Name: WESTWOOD PROFESSIONAL SERVICES, INC.

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POLICY NUMBER: 7011509298

**CNA63359XX
(Ed. 04/12)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
b. The insurance afforded by this provision A.1. does not apply to any such entity that is an 'insured' under any other liability 'policy' providing 'auto' coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) 'Bodily injury' or 'property damage' caused by an 'accident' that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an 'insured' under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an 'insured' but only with respect to their legal liability for acts or omissions of a person, who qualifies as an 'insured' under Section II — Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

**CNA63359XX
(Ed. 04/12)**

Workers Compensation And Employers Liability Insurance

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)
Endorsement Effective Date: 11/1/2023

Policy No: 7011509303 (AOS)