

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES FOR  
ENGINEERING AND DESIGN SERVICES RELATED TO THE  
ROUNDVILLE LANE PROJECT WITH  
STANTEC CONSULTING SERVICES, INC.**

**THE STATE OF TEXAS**

§

**THE CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THIS AGREEMENT for professional consulting services related to engineering and design services for the City of Round Rock's Roundville Lane Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and STANTEC CONSULTING SERVICES, INC., located at 221 West 6<sup>th</sup> Street, Suite 600, Austin, Texas, 78701 (the "Consultant").

**RECITALS:**

**WHEREAS**, the Roundville Lane Project, consisting of reconstruction of Roundville Lane from A.W. Grimes Boulevard (CR 170) to the eastbound frontage road of SH 45, in Round Rock, Texas (the "Project"), requires engineering and design services; and

**WHEREAS**, City desires to contract for Consultant's professional services generally described as engineering and design services for the Project; and

**WHEREAS**, City has determined that there is a need for the delineated services; and

**WHEREAS**, desires to contract for such professional services; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.0 EFFECTIVE DATE, DURATION, AND TERM**

This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of

the term indicated herein, or is terminated or extended as provided herein.

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, with an estimated completion date of September 9, 2016.

City reserves the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

## **2.0 PROPOSAL FOR SERVICES**

For the purposes of this Agreement, the City agrees to furnish the Consultant the information set forth and appended to this Agreement as Exhibit "A" titled "City Services." For purposes of this Agreement Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "B" titled "Scope of Services," incorporated herein by reference for all purposes.

## **3.0 SCOPE OF SERVICES**

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B."

Consultant shall perform the Scope of Services in accordance with the Tentative Work Schedule set forth in Exhibit "C."

Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Service and Work Schedule and in accordance with due care and prevailing consulting industry standards for comparable services.

## **4.0 LIMITATION TO SCOPE OF SERVICES**

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "B" and herein, and may not be changed without the express written agreement of the parties.

## **5.0 CONTRACT AMOUNT**

**Not-to-Exceed Fee:** In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **One Hundred Thirty-Six Thousand Two Hundred and No/Dollars (\$136,200.00)**, in accordance with Exhibit "D" entitled "Fee Schedule," which document is attached hereto and incorporated herein by reference for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "B."

**Reimbursable Expenses:** Reimbursable expenses shall not exceed **Two Thousand and No/100 Dollars (\$2,000.00)** and shall be paid for only the "Reimbursable Expenses" described

in Exhibit "B." Reimbursable expenses shall be included in the not-to-exceed fee of **\$136,200.00** set forth above.

Travel reimbursements may be made for meals, travel, and lodging as follows:

- (1) all travel shall be in coach and not business class;
- (2) reasonable toll road charges shall be reimbursable;
- (3) lodging shall be in a hotel located within City limits; and
- (4) meals shall be reimbursed at an amount not-to-exceed \$50.00 per day. This amount includes tips.

Travel reimbursements shall only apply to travel in excess of forty (40) miles. It shall be in the sole discretion of the City to determine if expenses are reasonable and qualify for reimbursement pursuant to the terms of the Agreement. Consultant is responsible for providing all receipts to City for the reimbursement of items set forth above. Receipts shall be provided to the City within thirty (30) days of the expenditure to qualify for reimbursement. Receipts should have enough detail to determine if the requested reimbursable meets this criteria.

Costs of personal entertainment, amusements, alcoholic beverages, traffic citations, personal items or illegal activities will not be reimbursed. Expenses due to vacations or personal trips in conjunction with City travel are not reimbursable. Adequate travel time is allowed, but travel expenses are not paid for absences not required by City business.

**Deductions:** No deductions shall be made for Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

**Additions:** No additions shall be made to Consultant's compensation based upon project claims, whether paid by the City or denied.

## **6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT**

**Invoices:** To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

**Payment of Invoices:** The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the

requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **7.01 INSURANCE**

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf). Consultant's Certificate of Insurance is attached hereto and incorporated herein as Exhibit "E."

## **8.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

## **9.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect

such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

## **10.0 TIMETABLES**

Unless otherwise indicated to Consultant in writing by City, or unless Consultant is unreasonably delayed in the orderly progress of its work by forces beyond Consultant's control, the timetable structure and deliverable due dates shall be in reasonable conformity to Consultant's schedule tendered to City and attached as Exhibit "C."

## **11.0 SUPPLEMENTAL AGREEMENT**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

## **12.0 TERMINATION; DEFAULT**

**Termination:** It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

**Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

### **13.0 NON-SOLICITATION**

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

### **14.0 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

## **15.0 CONFIDENTIALITY; MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

**The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.**

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including

governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

## **16.0 WARRANTIES**

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.



## **17.0 LIMITATION OF LIABILITY**

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

## **18.0 INDEMNIFICATION**

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

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

## **19.0 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

## **20.0 LOCAL, STATE AND FEDERAL TAXES**

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

## **21.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

## **22.0 FINANCIAL INTEREST PROHIBITED**

Consultant covenants and represents that Consultant, 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 hereunder.

## **23.0 DESIGNATION OF REPRESENTATIVES**

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Christopher Lopez, Project Manager  
Transportation Department  
2008 Enterprise Drive  
Round Rock, TX 78664  
Telephone: (512) 218-7026  
E-mail address: [clopez@roundrocktexas.gov](mailto:clopez@roundrocktexas.gov)

The Consultant hereby designates the following representative authorized to act on its behalf with regards to this Agreement:

Arnold Gonzales, Jr., PE  
Stantec Consulting Services, Inc.  
221 West 6<sup>th</sup> Street, Suite 600  
Austin, TX 78701  
Telephone: (512) 328-0011  
E-mail address: [arnold.gonzales@stantec.com](mailto:arnold.gonzales@stantec.com)

## **24.0 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to Consultant:**

Stantec Consulting Services, Inc.  
221 West 6<sup>th</sup> Street, Suite 600  
Austin, TX 78701

**Notice to City:**

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

**AND TO:**

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

**25.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

**26.0 EXCLUSIVE AGREEMENT**

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

## **27.0 DISPUTE RESOLUTION**

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **28.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **29.0 STANDARD OF CARE**

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

## **30.0 GRATUITIES AND BRIBES**

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **31.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

## **32.0 MISCELLANEOUS PROVISIONS**

**Time is of the Essence.** Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

**Force Majeure.** Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

**Section Numbers.** The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Stantec Consulting Services, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

## **EXHIBIT A**

### **City Services**

The City WILL provide the following items/information for the ENGINEER under this agreement:

- I.     **ROUTE AND DESIGN STUDIES**
  1.    Provide preferred design concept to be used in detailed design.
- II.    **Right-Of-Way Data**
  1.    Provide previously dedicated Rights-of-Way (ROW) parcel sketches, plats, and field notes for existing ROW (if available).
  2.    Provide Rights-of-Entry (ROE) for all adjacent properties.
  3.    Provide existing plans for City owned utilities and public facilities within the project limits.
- III.   **Roadway Design Controls**
  1.    Provide Traffic Impact Analysis for the adjacent development
  2.    Provide contact information for coordination with development (client/engineer)
  3.    Provide Traffic Signal Warrant Study or verification (A.W. Grimes Blvd & Roundville Ln.)
  4.    Provide verification of pavement design
  5.    Provide current version of City Specifications, Standards, and General Notes
- IV.    **Miscellaneous**
  1.    Provide timeline/schedule confirmation for milestone submittals.
  2.    Meet with ENGINEER on an as-needed basis.
  3.    Provide timely review of submittals and provide comments. (10 Business Days)
  4.    Provide agreements with utility and property owners for all necessary off-site improvements.
  5.    Relay approvals for all local, regional, state, and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.



## EXHIBIT "B" SCOPE OF SERVICES

Mr. Lopez  
Page 1 of 8  
Scope and Fees

**Reference: Proposal for Professional Services**

### **ATTACHMENT B** **SCOPE AND FEES**

Proposal No. 16-172

Based on our understanding of your needs at this time and the current status of this project, we propose to provide the following specific services:

#### **A. Traffic Control Plan Preparation (Schematic/30% Phase)**

1. Meet with Client and Project Team to obtain a clear understanding of the area to be included in the Traffic Control Plan (TCP) as well as the most current phasing plan.
2. Meet with the City staff and Project Team to review construction details and traffic control requirements during construction period.
3. Determine proper traffic control requirements based on City input, the City of Round Rock Traffic Control Standards, TxDOT, CTRMA, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Traffic control requirements may include road closures, lane closures, sidewalk closures, flaggers, temporary signing, pavement markings, pedestrian protection, and barricade devices.
4. A preliminary TCP will be prepared for the proposed construction activities. The TCP is assumed to be phased for this project.
5. The TCP will work to maintain minimal impact on existing traffic operations in the vicinity of the site. The plan will consider vehicular and pedestrian routes near the project. In addition, consideration will be given to construction traffic entering and exiting staging area.
6. Prepare and submit a preliminary TCP for review by the City of Round Rock and coordinate with City staff to review and address comments.

#### **B. Traffic Signal Design Plans (Schematic/30% Phase)**

The City of Round Rock has set specific guidelines for the design of traffic signals. The traffic signal design for the intersection of Roundville Lane and A. W. Grimes (CR 170) will be designed to City of Round Rock standards. It is assumed that a traffic warrant study has already been performed and approved for this intersection. The following tasks will be necessary in the preparation of the preliminary Traffic Signal Design Plans:





## EXHIBIT "B" SCOPE OF SERVICES

Mr. Lopez  
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Scope and Fees

### Reference: Proposal for Professional Services

1. Obtain roadway plans (electronic) of this intersection showing existing and proposed roadway geometrics at the intersection. The Roadway Plans will be used as a base for the Signal Design Plans.
2. Meet with the City of Round Rock to understand their traffic signal design requirements.
3. Obtain a Topographic Survey to recover horizontal and vertical control points, set on-site survey control; provide boundary survey of right-of-way (ROW) lines, locate all improvements with ROW, locate visible utilities and one-call utility markings, locate existing pavement lane striping. The topographic survey will need to extend 300 feet from the intersection in each direction.
4. Coordinate with the Utility Location Service to locate all utilities and conduct a field review with City of Round Rock design staff at the intersections to note and verify physical constraints, power connections, utility placement, existing traffic signal equipment, and any other details necessary for signal design plan preparation.
5. Meet with the design team to discuss the intersection, the proposed turning movements, and to obtain the proposed Utility Plan for the development to ensure no conflicts will arise with the installation of the signal.
6. Prepare a draft set of plans, specifications, and a quantity estimate. Draft plans will include a preliminary Traffic Signal Plan for the intersection, including locations of pole foundations, sizes of foundations, pedestrian facilities, underground electrical conduit locations, and any other pertinent information for the schematic depiction of the future traffic signal.
7. We will submit design plans to the City of Round Rock at 30% completion for review. We will meet with the City for submittal and discuss any changes or updates that need to be made to the final plans.

### C. Public Paving and Drainage Construction Documents (Schematic/30% Phase)

The proposed project involves the planning and preliminary design of roadway improvements to reconstruct and extend Roundville Lane from A. W. Grimes Boulevard to the eastbound frontage road of SH 45 for approximately 2,700 linear feet (lf) on the current alignment. Scope will include evaluating **two (2) options (rural or urban)** for a 3-lane roadway section along with associated general design constraints, drainage, traffic control & operations, utilities, right-of-way impacts, and cost estimate for each alternative. The following items will be included for evaluation of each alternative.

1. We will prepare preliminary Engineering Design Documents for the roadway improvements to accommodate the roadway realignment and associated drainage



## EXHIBIT "B" SCOPE OF SERVICES

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improvements for review and approval by the City of Round Rock. The design section and length of roadway will be defined in the Typical Section & Project Layout Plan sheets. These documents will also include plan/profile, details, and other required items for review and approval.

2. We will prepare a preliminary Drainage Plan that consists of an open ditch or underground storm sewer system as part of the roadway schematic design. The drawings will show final grades, plan/profiles, calculations, and accommodations for storm water conveyance along the proposed roadway. It is assumed that no detention or water quality considerations will be needed for these improvements.
3. If applicable, we will prepare a preliminary Utility Plan that consists of all underground water, wastewater, and franchise utility improvements/adjustments as part of the roadway schematic design. We will coordinate with City of Round Rock and the franchise utility companies to ensure that the drawings show all pertinent horizontal and vertical utility alignments, potential conflicts with proposed roadway facilities, and necessary adjustments to existing utilities.
4. We will prepare a preliminary cost estimate for each alternative based on current pricing for relative construction items (City of Round Rock/ City of Austin/TxDOT).
5. We will prepare an engineer's summary letter and drainage report addressing requirements of the City of Round Rock with respect to roadway design and hydraulics and submit along with the preliminary paving and drainage design package for review.
6. It is assumed that the retainage of a geotechnical engineer will be required to provide an assessment of the soils along the proposed roadway alignment and establish the approved pavement design section for final design. Scope of work and associated fee was provided by the sub-consultant and is included in this proposal.
7. It is assumed that the retainage of an environmental consultant will not be required to provide an assessment of the site along the proposed roadway alignment and that all applicable environmental clearances required by the City or State have been or will be acquired by the City of Round Rock.
8. Work Product: 30% Plan Documents:

The formal submittal will consist of preliminary schematic design documents for each alternative and associated improvements. It is assumed that the requirements for the design submittals shall generally follow the Williamson County PS&E Development Checklist and as a minimum include the following:

- a. Cover Sheet indicating project name and number; site location; design speed; project limits with beginning and ending stations; names and signature blocks for the project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set.
- b. Roadway layout drawing including coordinates for proposed alignment;



## EXHIBIT "B" SCOPE OF SERVICES

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Scope and Fees

### **Reference: Proposal for Professional Services**

- c. Typical sections showing proposed and existing conditions, pavement structure, sidewalk location (if applicable), and typical slope requirements.
- d. General design notes applicable to the project provided by the City of Round Rock.
- e. Plan and profile showing existing conditions and how design speed, site distance, drainage/storm sewer, utilities, ADA, and environmental requirements are planned to be met as well as the proposed type and location of any significant structures to be included;
- f. Preliminary grading, signing, and pavement marking layout.
- g. Drainage plan improvements including drainage area maps, storm sewer system (plan & profile), ditches and culvert locations.
- h. Preliminary traffic control plan, intersection layouts, details, and sequence of construction
- i. Identification of limits of construction, utilities, and properties affected by the proposed construction;
- j. Identifications of existing easements and utilities affected by the proposed construction (if applicable);
- k. Engineer's preliminary quantity sheets, cost estimate with unit prices and associated bid schedule in City of Round Rock (or TxDOT) format.
- l. Final utility company costs and documentation from each utility contacted (if applicable).

### **D. Review and Approval (Schematic/30%)**

- 1. It is assumed that a submittal will be issued to the following jurisdictions for review and approval:
  - City of Round Rock – Coordination, review and approval of all improvements to Roundville Lane and impacted adjacent roadways/properties.
  - CTRMA/TxDOT – Coordination, review and approval of all improvements to the eastbound frontage road of SH 45.

### **E. Project Meetings and Coordination (Schematic/30%)**

- 1. Depending on the needs and nature of the project, the amount of project meeting times and coordination can vary drastically.



## EXHIBIT "B" SCOPE OF SERVICES

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**Reference: Proposal for Professional Services**

We have budgeted three (3) formal project meetings, two (2) hours in length each, for a 3- month design and review time period. In addition, time has been budgeted for general project coordination efforts with Client, Design Team, utility companies and City representatives as necessary.

**F. CTRMA/Texas Department of Transportation Driveway Permit**

Bury, Inc. now Stantec Consulting Services, Inc. (Stantec) shall coordinate with the City and TxDOT/CTRMA for the permit application and design improvements associated with a driveway along the eastbound frontage road of SH 45. Design and application may include:

1. Providing a preliminary plan reflecting driveway location and associated improvements to be submitted to the TxDOT Georgetown Area Office for review.
2. Populating the TxDOT driveway application and providing all necessary support documentation.
3. We will coordinate with TxDOT to make sure all design and operational comments are addressed for permit approval.

**G. Surveys**

Development of this tract requires accurate surveys of a variety of items including boundary verification, topography, and trees. We will perform the following surveys to the requirements of the local governmental review agencies.

**1. Topographic and Tree**

Perform and design route survey of the approximately 2,700 lf corridor and prepare a topographic survey which will be used to complete the design of the road improvements plan. The topographic survey will be based on an on-the-ground survey and will be produced at a 1-foot interval. The total acreage for this site is currently expected to be approximately three (3) acres.

Prepare a tree survey, which will be used to complete the design of the roadway plan. The tree survey will be based on an on-the-ground survey. The tree survey will be performed as required by City ordinances.

Provide topographic and improvements survey for the use in project design including plan/profile layout of route and adjacent drainage facilities.



## EXHIBIT "B" SCOPE OF SERVICES

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Scope and Fees

**Reference: Proposal for Professional Services**

### H. Site Related Sub-Consultant Services

The nature of this project requires professional services from several sub-consultants. While we will coordinate with all the Design Team consultants, we have included the following sub-consultants under our contract in order to simplify the design process. Their fees are included in this proposal.

1. Geotechnical Engineer:

Geotechnical services are included in our scope of our services. Please see attached proposal for Geotechnical Engineering Services provided by Raba-Kistner Consultants for your review and approval.

### I. Reimbursables/Reproduction

1. Reproduction, courier and delivery services will be provided for this project and billed in accordance to our Standard Rate Schedule. In addition, minor out-of-pocket expenses for outside reproduction, travel expenses, courier and review agency fees, etc. incurred will be billed at Cost+10%. We request that you issue checks for fees unless otherwise agreed upon in advance.

### FEE SCHEDULE

We propose to provide the specific services described above on a joint lump sum/hourly fee basis as follows:

Item	Fee Basis	Fee	Task
<b>A. Traffic Control Plan Preparation (Schematic/30%)</b>			
1-6	Lump Sum	\$ 6,000	200
<b>B. Traffic Signal Design Plans (Schematic/30%)</b>			
1-7	Lump Sum	\$ 8,000	201
<b>C. Public Paving and Drainage Construction Documents (Schematic/30%)</b>			
1-8	Lump Sum	\$ 81,000	202
<b>D. Review and Approvals (Schematic/30%)</b>			
1	Hourly to Max	\$ 5,000	203





## EXHIBIT "B" SCOPE OF SERVICES

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**Reference:** Proposal for Professional Services

Item	Fee Basis	Fee	Task
<b>E. Project Meetings and Coordination (Schematic/30%)</b>			
1	Hourly to Max	\$ 5,000	204
<b>F. CTRMA/Texas Department of Transportation Driveway Permit</b>			
1-3	Lump Sum	\$ 4,000	205
<b>G. Survey</b>			
1	Lump Sum	\$ 20,000	206
<b>H. Site Related Sub-Consultant Services</b>			
1	Cost+10%	\$ 5,200	207
		<b>Total</b>	<b>\$ 134,200</b>
<b>I. Reimbursables/Reproduction</b>			
1	Cost+10%	\$ 2,000	208

\*Preliminary budget amount, in accordance with our Standard Labor Schedule.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the project after we begin final design and preparation of the design drawings and application for this project. Fees shown for the hourly basis elements are provided as an estimate based on currently available information and understanding of the scope of service. Invoices will reflect the actual time and material costs incurred up to the maximum amount authorized. The maximum budgeted cost will not be exceeded without the Client's prior approval and executed Change Order. Work provided outside the above scope of services will be billed as an additional service once approved in writing by your office.

### ASSUMPTIONS

In preparing this proposal, we have made the following assumptions:

- Project will be subject to the City of Round Rock watershed ordinance.
- No variance requests or waivers are required.
- The fee does not include preparation of a floodplain study or research to determine if one is necessary or has been performed, or detailed drainage studies to analyze conveyance of offsite runoff involving hydrologic or hydraulic analyses, survey cross sections, fieldnotes and easements.
- No on-site or off-site public or franchise utility design is included in this proposal.



## EXHIBIT "B" SCOPE OF SERVICES

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Scope and Fees

**Reference: Proposal for Professional Services**

- This project will not encounter significant opposition from City, County, or State review agencies, neighborhood groups, environmental groups, etc.
- We have relied upon entitlement representations made by you and your representative and these are assumed to be true and correct.
- Changes made after submittal to the City require a substantial amount of time for the project manager, project engineer, draftsman, and designer to address. In addition, they result in additional City comments, which must then be addressed. Revisions after City submittal typically create a ripple effect through the drawings due to the fact that a change in the site plan also requires a change in the site grading and filtration plan, water and wastewater utility plan, landscape plans, associated calculations, revised reports, new or changed details, etc. We will work as closely as possible with you regarding these changes. However, changes beyond our control generated after submittal to the City are not included in this fee and will be performed as an additional service.

The following items are excluded from this proposal but can be provided as an additional service:

- Design revisions required due to amendments/changes in regulatory criteria (i.e., zoning and subdivision ordinances, design criteria, results of legislation, court decisions, etc.) adopted after the date of the proposal, which becomes effective retroactive prior to the date of the proposal, or which might benefit your development to the extent your desire to incorporate them into the project.
- Proposed TxDOT right-of-way takings, which result in major redesign efforts.
- Survey or design of offsite roadways, frontage road improvements, sanitary sewers, storm drainage, or water mains.

The following services are excluded unless specifically included in this proposal:

- Structural design of retaining walls, stormwater splitter boxes or detention ponds, bridges, culverts and similar structures.
- Environmental site assessments, wetlands, endangered species and KARST feature investigations.
- Design franchise utility services for electricity, gas, cable, telephone, etc.

# EXHIBIT "C"

## WORK SCHEDULE

### Roundville Lane Improvements Project



ID	Task Name	Duration	Start	Finish	Predecessors	Septem	Novem	January	March	May	July	Septem							
						S	O	N	D	J	F	M	A	M	J	J	A	S	O
1	Roundville Lane Improvements	77 days	Thu 5/26/16	Fri 9/9/16															
2	Work Product #1 - 30% PS&E	77 days	Thu 5/26/16	Fri 9/9/16															
3	Notice to Proceed - 30% PS&E	0 days	Thu 5/26/16	Thu 5/26/16															
4	Project Kickoff meeting w/City & Design Team	0 days	Mon 5/30/16	Mon 5/30/16	3														
5	30% PS&E Preparation	55 days	Mon 5/30/16	Fri 8/12/16	4														
6	Submit 30% PS&E to City	0 days	Fri 8/12/16	Fri 8/12/16	5														
7	30% Preliminary Design Review Meeting	1 day	Mon 8/15/16	Mon 8/15/16	6														
8	Review - City/TxDOT	10 days	Mon 8/15/16	Mon 8/29/16	7														
9	Address Comments	9 days	Tue 8/30/16	Fri 9/9/16	8														
10	Comments Issued & Notice to Proceed w/ Work Product #2	0 days	Fri 9/9/16	Fri 9/9/16	9														

Project: Roundville_30%_05-06-16 Date: Fri 5/6/16	Task		Project Summary	
	Baseline		Group By Summary	
	Milestone		Inactive Milestone	
	Baseline Milestone		Inactive Summary	
	Summary		Manual Task	
	Rolled Up Task		Duration-only	
	Rolled Up Milestone		Manual Summary Rollup	
	Baseline Summary		Manual Summary	
	Rolled Up Baseline		Start-only	
	Rolled Up Baseline Milestone		Finish-only	
	Rolled Up Progress		External Tasks	
	Split		External Milestone	
	Baseline Split		Progress	
	External Tasks		Deadline	



## Exhibit D Fee Schedule

**Project Name:** Roundville Lane Improvements Project

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Surveying	136	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Task 2: Geotechnical	0	\$0.00	\$0.00	\$5,200.00	\$5,200.00
Task 3: Public outreach and concept design development	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 4: Preliminary design/ 30% plans	668	\$99,000.00	\$0.00	\$0.00	\$99,000.00
Task 5: Final design/ 60%, 90%, 100% plans	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 6: Bid phase services	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 7: Construction phase services	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 8: Project management	60	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Task 9: Reimbursables	0	\$2,000.00	\$0.00	\$0.00	\$2,000.00
<b>GRAND TOTAL:</b>	864	\$131,000.00	\$0.00	\$5,200.00	<b>\$136,200.00</b>

Note:

Included in Task 3: Preliminary Schematic Design  
Preliminary Drainage and Grading Analysis  
Preliminary Plan, Profile, and Typical Sections  
Preliminary Traffic Engineering  
Preliminary Quantities & Cost Estimates  
QA/QC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2016

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

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

PRODUCER  <b>AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2</b>	CONTACT NAME <b>ANDREA OTTO</b>	PHONE (A/C, No, Ext): <b>1-952-807-0679</b>	FAX (A/C, No): <b>1-312-381-6608</b>
	E-MAIL ADDRESS: <b>ANDREA.OTTO@AON.COM</b>		
INSURED  <b>STANTEC CONSULTING SERVICES NC. 221 WEST SIXTH STREET SUITE 600 AUSTIN TX 78701-3411</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>ZURICH AMERICAN INSURANCE COMPANY</b>		<b>16535</b>
	INSURER B: <b>SENTRY INSURANCE A MUTUAL COMPANY</b>		<b>24988</b>
	INSURER C: <b>ZURICH INSURANCE COMPANY</b>		
	INSURER D: <b>SENTRY INSURANCE A MUTUAL COMPANY</b>		<b>24988</b>
	INSURER E:		
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: 575

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO5415704  XCU COVER INCLUDED	05/01/16	05/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			90-17043-08	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/16	05/01/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	90-17043-06	05/01/16	05/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

AUSTIN, TX. CONSULTING - 221 WEST SIXTH ST

## CERTIFICATE HOLDER

## CANCELLATION

TO WHOM IT MAY CONCERN

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

*Andrea R. Otto*