

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
LANDSCAPE ARCHITECTURAL SERVICES RELATED TO
THE WESTSIDE TRAIL IMPROVEMENTS PROJECT 2018 AND
THE MEADOW LAKE PARK IMPROVEMENT PROJECT 2018
WITH
LUCK DESIGN TEAM**

THE STATE OF TEXAS	§	
	§	
THE CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THIS AGREEMENT for professional services, specifically, landscape architectural services for the Westside Trail Improvements Project and the Meadow Lake Park Improvement 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 LUCK DESIGN TEAM, located at 9600 Escarpment Boulevard, Suite 745-4, Austin, Texas, 78749 (the "Consultant").

RECITALS:

WHEREAS, the Westside Trail Improvements Project and the Meadow Lake Improvements Project (the "Projects") both require landscape architectural services; and

WHEREAS, City desires to contract for Consultant's professional services generally described as landscape architectural services and related site development services for the Projects; 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 Consultant shall complete the services set forth herein and attached hereto until full and satisfactory completion of the work specified herein is achieved. The estimated completion date for the Projects is March 12, 2019.

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" (the "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

City shall pay Consultant and Consultant agrees to accept the amount set forth below as full compensation for the professional consulting services performed for the Projects under this Agreement:

(1) Westside Trail Improvements Project 2018:

In consideration for the professional consulting services to be performed by Consultant for the Westside Trail Improvements Project 2018, City agrees to pay

Consultant **Forty-Seven Thousand Eight Hundred and No/Dollars (\$47,800.00)**, 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.”

(2) **Meadow Lake Park Improvement Project 2018:**

In consideration for the professional consulting services to be performed by Consultant for the Meadow Lake Park Improvements Project 2018, City agrees to pay Consultant **Twenty-Three Thousand Nine Hundred Fifty and No/Dollars (\$23,950.00)**, 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: No reimbursable expenses are allowable under this Agreement.

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. 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 a City 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

A. 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.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during 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:

Katie Baker, Park Development Manager
Parks and Recreation Department
301 West Bagdad Avenue, Suite 250
Round Rock, TX 78664

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

Brent Luck, President
Luck Design Team
9600 Escarpment Boulevard, Suite 745-4
Austin, TX 78749

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:

Luck Design Team
9600 Escarpment Boulevard, Suite 745-4
Austin, TX 78749

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 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: _____

Luck Design Team

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

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

I. CLIENT RESPONSIBILITIES AND PROJECT ASSUMPTIONS FOR WEST GREENBELT TRAIL/ BEHRENS RANCH TRAIL IMPROVEMENTS

The parkland areas are located in the Round Rock West and Behrens Ranch Subdivisions in Round Rock, Texas.

No construction phase surveying services are included in this scope of services.

Park elements included for design under the scope of services include:

- Concrete trails
- Grading drainage
- Signage
- Thermoplastic markings across existing roads

The consultant will work with City Staff to produce any exhibits deemed necessary for the “TCEQ Exception Request” Application.

The floodplain note will be based on the current flood insurance rate maps prepared by F.E.M.A. or City approved drainage study only.

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 off-site runoff involving HEC-1, HEC-2 or other similar hydrologic or hydraulic analyses including survey cross sections, field notes and easements. The fee does not include CLOMR or LOMR preparation or communication with F.E.M.A.

We understand that the project will not develop within the ‘High Water Mark’ of the floodway; therefore, coordination with the U.S. Army Corps of Engineers is not required nor part of this scope of services.

Our understanding is that the project does not have any Planned Development District (PDD) restrictions for parks.

The following services are excluded unless specifically included in the proposal.

- Site electrical design
- Environmental assessments, wetlands, endangered species, and KARST feature investigations.
- Archeological studies.

The project will be bid as a single bid contract but may include bid alternates as determined by the Client and the Consultant. Preparing documents for separate or sequential bids and

providing out-of sequence services requested by the Owner are specifically not included in this scope of services.

II. CLIENT RESPONSIBILITIES AND PROJECT ASSUMPTIONS FOR MEADOW LAKE PARK TRAIL AND PIER IMPROVEMENTS

The parkland areas are located in the Meadow Lake and Settlement Subdivisions in Round Rock, Texas.

No construction phase surveying services are included in this scope of services.

Park elements included for design under the scope of services include:

- Concrete trails
- Floating Pier and Abutment
- Signage

The consultant will work with City Staff to produce any exhibits deemed necessary for the “TCEQ Exception Request” Application.

The floodplain note will be based on the current flood insurance rate maps prepared by F.E.M.A. or City approved drainage study only.

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 off-site runoff involving HEC-1, HEC-2 or other similar hydrologic or hydraulic analyses including survey cross sections, field notes and easements. The fee does not include CLOMR or LOMR preparation or communication with F.E.M.A.

We understand that the project will not develop within the ‘High Water Mark’ of the floodway; therefore, coordination with the U.S. Army Corps of Engineers is not required nor part of this scope of services.

Our understanding is that the project does not have any Planned Development District (PDD) restrictions for parks.

The following services are excluded unless specifically included in the proposal.

- Site electrical design
- Environmental assessments, wetlands, endangered species, and KARST feature investigations.
- Archeological studies.

The project will be bid as a single bid contract but may include bid alternates as determined by the Client and the Consultant. Preparing documents for separate or sequential bids and providing out-of sequence services requested by the Owner are specifically not included in this scope of services.

EXHIBIT B

Scope of Services

I. SCOPE OF SERVICES FOR WEST GREENBELT TRAIL/ BEHRENS RANCH TRAIL IMPROVEMENTS

A. Base Map Preparation

The consultant will prepare a base map for both project sites utilizing AutoCAD base files provided by the City of Round Rock for the Round Rock West and Behrens Ranch Subdivisions.

B. Concept Design Development

The Consultant will work with the client to prepare trail layout design for the City of Round Rock by working under the guidance of City staff to determine the site constraints, user requirements, aesthetic design objectives and the operations and maintenance standards desired by the City.

Trail layout for the Round Rock West Greenbelt Trail will consist of approximately 4,600 linear feet of 8' wide concrete trail at the location of the existing 8' wide asphalt trail.

Concrete trail improvements for the Behrens Ranch Trail will be in designated areas along the existing decomposed granite trail where there are washouts or drainage erosion; these areas will be determined in field by City Staff and the Consultant.

The Consultant will walk and review the proposed trail layout for both locations in field with City Staff.

Once the digital survey information for the proposed trail alignments has been received from the City, the Consultant will prepare concepts to illustrate the concept and character of the project at a scale deemed appropriate in conjunction with the trail layout.

The Consultant will prepare final concepts in PDF format for City use, review and comment. We will make necessary revisions to the design based on client review to coordinate the completion of the project's goals and objectives.

Two (2) meetings with City Staff are included in this section of the Scope of Services.

C. Construction Documents Preparation

The Consultant will prepare construction documents and specifications to allow bidding and construction of the proposed City of Round Rock West Greenbelt Trail and Behrens Ranch Trail Improvements.

Site layout plans with dimensional control information necessary to construct the trail and signage improvements, including site grading and drainage, signage and general trail improvements will be provided. Trail crossings at street intersections will be delineated on plans.

The consultant will design grading plans with vertical information necessary for construction and site drainage.

The consultant will provide the City with a final opinion of probable construction costs for site improvements at the 100% plan completion stage. Specifications and bidder instructions in CSI format and will be provided to assist staff in the preparation of bid packets and bid form formatting.

The Consultant will deliver to the Owner three (3) original Issue For Bid set of construction documents and specifications and PDF documents of the same for bidding purposes. Bidding contractors will be responsible for purchasing all bid sets at cost.

Three (3) meetings with City Staff are included in this section of the Scope of Services.

D. Regulatory Services

The consultant will prepare documents and drawings as reasonably required by the following governmental authorities to comply with permitting requirements that are in effect on the date of this agreement:

- The City of Round Rock Site Plan Application permit.
- Texas Department of Licensing and Registration - Texas Accessibility Review (The consultant will register the project for accessibility with TDLR or the appropriate authorized agent as required prior to construction and make design modifications specifically identified by TDLR or the appropriate authorized agent as part of their pre-construction review.)
- Texas Commission on Environmental Quality (TCEQ) - both sites are located over the Edwards's Aquifer Contributing Zone; therefore, a Contributing Zone Plan would normally need to be prepared and submitted to the Texas Commission on Environmental Quality (TCEQ) for review; however, conversations and email correspondence with City Staff has led to the consultants belief that an "TCEQ Exception Request" application should be provided with very real consideration that it would be approved.

The preparation of the “TCEQ Exception Request” is included in this Scope of Services for the Round Rock West Trail Improvements. As the proposed improvements for the washout areas for the Behrens Trail are for maintenance, it is not anticipated that a “TCEQ Exception Request” or Contributing Zone Plan is required. The preparation of a Contributing Zone Plan for either site is not included in this scope of services.

Since the park improvements area at both project sites are greater than one acre in size, the preparation and development of a Stormwater Prevention Plan (SWPPP) in accordance with Texas Pollution Discharge Elimination System (TPDES) requirements is required for each site and is included in this scope of services.

Permit application fees will be paid directly to TCEQ by the City.

As is reasonably necessary, the consultant will evaluate, confer and respond to government staff and review comments regarding proposed improvements at the project sites, including attending public hearings to address permitting issues if applicable.

The consultant will make design modifications as requested by the applicable governmental authorities and approved by City Staff as they apply to the park components.

E. Bidding Services

The design team will provide assistance during the bidding phase by answering technical questions from contractors and conducting a pre-bid meeting with the City and potential contractors. Bid packets consisting of project specifications and plans and bid form formatting, utilizing front-end documents preferred by the City of Round Rock will be prepared and issued.

The design team will tabulate contractor bids in a spreadsheet format for City review. Design improvements for both project sites will be bid as one combined trail improvements project.

Two (2) meetings with City Staff are included in this section of the Scope of Services.

F. Construction Phase Services

The design team will participate in a preconstruction conference prior to commencement of Work at the Site and provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an

exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow LUCK Design Team or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. We anticipate that an average of one site visit every two weeks (for two hours each visit) will be made during the construction phase of the project, which is projected to last four months. A total of six construction site visits is included in this scope of services.

LUCK Design Team shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. LUCK Design Team does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

The design team will recommend to the Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, LUCK Design Team believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

The design team will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. LUCK Design Team may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

We will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required and determine the appropriate pay amounts due Contractor, based on observations by LUCK Design Team or its assigns, as experienced and qualified design professionals and on review of Applications for Payment and accompanying supporting documentation.

A final walk-through of the construction site with the Owner's representative and the Contractor prior to the preparation of a final punch list will also be conducted.

II. SCOPE OF SERVICES FOR MEADOW LAKE PARK TRAIL AND PIER IMPROVEMENTS

A. Base Map Preparation

The consultant will prepare a base map for the project sites utilizing AutoCAD base files provided by the City of Round Rock for the existing Meadow Lake Park Improvements.

B. Concept Design Development

The Consultant will work with the client to prepare the trail and pier layout design for the City of Round Rock by working under the guidance of City staff to determine the site constraints, user requirements, aesthetic design objectives and the operations and maintenance standards desired by the City.

It is anticipated that the pier for the park improvements will be a floating pier with an accessible trail connection to the existing trail parallel to Settlement Drive. Trail layout will include connection to the future Cottages at Meadow Lake Subdivision at both the southwest end and northeast side of the parcel. A proposed pedestrian bridge will be located at the drainage channel north of the Cottages at Meadow Lake Subdivision and provide connectivity to the existing trail improvements to the north at the Meadow Lakes Subdivision.

The Consultant will walk and review the proposed trail and pier layout in field with City Staff.

Once the digital survey information for the proposed amenities has been received from the City, the Consultant will prepare concepts to illustrate the concept and character of the project at a scale deemed appropriate in conjunction with the trail layout.

The Consultant will prepare final concepts in PDF format for City use, review and comment. We will make necessary revisions to the design based on client review to coordinate the completion of the project's goals and objectives.

Two (2) meetings with City Staff and/or representatives of the Soil Conservation Service Site 14 are included in this section of the Scope of Services.

C. Construction Documents Preparation

The Consultant will prepare construction documents and specifications to allow bidding and construction of the proposed City of Round Rock Meadow Lake Park Improvements. Plans for the pier and trail connections south of the Cottages at Meadow Lake Subdivision will be prepared to 100% drawings (ready for bid); plans for the pedestrian bridge and trail connections north of the Cottages at

Meadow Lake Subdivision will be prepared to 60% drawings (design development). Abutments or seals associated with the pedestrian bridge will be located but not designed by a structural engineer as part of this scope of services.

Site layout plans with dimensional control information necessary to construct the trail and pier improvements, including site grading and drainage, signage and general trail improvements will be provided.

The consultant will design grading plans with vertical information necessary for construction and site drainage.

This scope of services includes design of a concrete abutment/seal for a floating pier; as such, structural design for concrete pilings associated with a permanent, grounded pier is not included in this scope of services. Underwater survey or probing of depth of water is also not include in this scope of services.

The consultant will provide the City with a final opinion of probable construction costs for site improvements at the 100% plan completion stage. Specifications and bidder instructions in CSI format and will be provided to assist staff in the preparation of bid packets and bid form formatting.

The Consultant will deliver to the Owner three (3) original Issue For Bid set of construction documents and specifications and PDF documents of the same for bidding purposes. Bidding contractors will be responsible for purchasing all bid sets at cost.

Three (3) meetings with City Staff are included in this section of the Scope of Services.

D. Regulatory Services

The consultant will prepare documents and drawings as reasonably required by the following governmental authorities to comply with permitting requirements that are in effect on the date of this agreement:

- The City of Round Rock Site Plan Application permit.
- Texas Department of Licensing and Registration - Texas Accessibility Review (The consultant will register the project for accessibility with TDLR or the appropriate authorized agent as required prior to construction and make design modifications specifically identified by TDLR or the appropriate authorized agent as part of their pre-construction review.)
- Texas Commission on Environmental Quality (TCEQ) - the site is located over the Edwards's Aquifer Recharge Zone; therefore, a Contributing Zone Plan would normally need to be prepared and submitted to the Texas Commission on Environmental Quality (TCEQ) for review; however, since the park is an existing developed park the Consultant believes that an "TCEQ Exception Request" application should be provided with very real consideration that it would be approved. The preparation of the "TCEQ

Exception Request” is included in this Scope of Services for the Meadow Lake Park Trail and Pier Improvements. The preparation of a Contributing Zone Plan for the project site is not included in this scope of services.

Since the park improvements area at the project site is less than one acre in size, the preparation and development of a Stormwater Prevention Plan (SWPPP) in accordance with Texas Pollution Discharge Elimination System (TPDES) requirements is not required for each site and is included in this scope of services.

Permit application fees will be paid directly to TCEQ by the City.

As is reasonably necessary, the consultant will evaluate, confer and respond to government staff and review comments regarding proposed improvements at the project sites, including attending public hearings to address permitting issues if applicable.

The consultant will make design modifications as requested by the applicable governmental authorities and approved by City Staff as they apply to the park components.

E. Bidding Services

The design team will provide assistance during the bidding phase by answering technical questions from contractors and conducting a pre-bid meeting with the City and potential contractors. Bid packets consisting of project specifications and plans and bid form formatting, utilizing front-end documents preferred by the City of Round Rock will be prepared and issued.

The design team will tabulate contractor bids in a spreadsheet format for City review. Design improvements for both project sites will be bid as one combined trail improvements project.

Two (2) meetings with City Staff are included in this section of the Scope of Services.

F. Construction Phase Services

The design team will participate in a preconstruction conference prior to commencement of Work at the Site and provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor’s work. Observations are to allow LUCK Design Team or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general,

if the Work is proceeding in accordance with the Contract Documents. We anticipate that an average of one site visit every two weeks (for two hours each visit) will be made during the construction phase of the project, which is projected to last four months. A total of six construction site visits is included in this scope of services.

LUCK Design Team shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. LUCK Design Team does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

The design team will recommend to the Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, LUCK Design Team believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

The design team will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. LUCK Design Team may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

We will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required and determine the appropriate pay amounts due Contractor, based on observations by LUCK Design Team or its assigns, as experienced and qualified design professionals and on review of Applications for Payment and accompanying supporting documentation.

A final walk-through of the construction site with the Owner's representative and the Contractor prior to the preparation of a final punch list will also be conducted.

EXHIBIT C

Work Schedule

Attached Behind This Page

City of Round Rock

West Greenbelt /Behrens Greenbelt Trail

Construction Document Preparation

Preliminary Schedule for Completion

Updated: March 14, 2018

Milestone:

Completion Date:

Anticipated Notice to Proceed	April 13, 2018
Meeting with City	Week of April 16, 2018 (Exact date TBD)
Finalize Concept Design Development / Schematic Drawings (30% CDs)	May 4, 2018
Meeting with City	Week of May 14, 2018 (Exact date TBD)
Meeting with City	Week of May 28, 2018 (Exact date TBD)
Finalize Construction Documents (100% CDs)	June 15, 2018
Submit for City Permitting / Exception Request to TCEQ / Issue to Bid Set	Week of June 18th
TCEQ review of Exception Request	Up to 90 days from submission
Advertise for Bids	TBD – Anticipated September 18, 2018
Approximate Bid Opening	TBD – Anticipated by October 18, 2018
Council Approval of Construction Contract	TBD – Anticipated November 6, 2018
Construction Notice to Proceed	TBD – November 12, 2018
Construction Substantial Completion (120 calendar days)	TBD – March 12, 2019
Approximate Ribbon Cutting	TBD

City of Round Rock

Meadow Lake Park Trail & Pier Improvements

Construction Document Preparation

Preliminary Schedule for Completion

Updated: March 14, 2018

Milestone:

Completion Date:

Anticipated Notice to Proceed	April 13, 2018
Meeting with City	Week of April 16, 2018 (Exact date TBD)
Finalize Concept Design Development / Schematic Drawings (30% CDs)	May 4, 2018
Meeting with City	Week of May 14, 2018 (Exact date TBD)
Meeting with City	Week of May 28, 2018 (Exact date TBD)
Finalize Construction Documents (100% CDs)	June 15, 2018
Submit for City Permitting / Exception Request to TCEQ / Issue to Bid Set	Week of June 18th
TCEQ review of Exception Request	Up to 90 days from submission
Advertise for Bids	TBD – Anticipated September 18, 2018
Approximate Bid Opening	TBD – Anticipated by October 18, 2018
Council Approval of Construction Contract	TBD – Anticipated November 6, 2018
Construction Notice to Proceed	TBD – November 12, 2018
Construction Substantial Completion (120 calendar days)	TBD – March 12, 2019
Approximate Ribbon Cutting	TBD

EXHIBIT D

Fee Schedule

I. BASIS OF COMPENSATION FOR WEST GREENBELT TRAIL/ BEHRENS RANCH TRAIL IMPROVEMENTS

The fees for services stated will be as follows:

See Exhibit D1

Billing will be lump sum on a monthly basis as work progresses.

Reimbursable expenses (billed at cost) will be billed in addition to the total design fee as reimbursable expenses are accrued.

Additional services (all services not shown on Scope of Services) will be billed on an agreed upon lump sum fee. This proposal does not include services performed prior to the execution of this agreement or services not specifically addressed in “The Scope of Services”.

II. BASIS OF COMPENSATION FOR MEADOW LAKE PARK TRAIL AND PIER IMPROVEMENTS

The fees for services stated will be as follows:

See Exhibit D2

Billing will be lump sum on a monthly basis as work progresses.

Reimbursable expenses (billed at cost) will be billed in addition to the total design fee as reimbursable expenses are accrued.

Additional services (all services not shown on Scope of Services) will be billed on an agreed upon lump sum fee. This proposal does not include services performed prior to the execution of this agreement or services not specifically addressed in “The Scope of Services”.

Exhibit D1

Fee Schedule

Construction Documents Preparation for the City of
Round Rock West Greenbelt Trail and Behrens Ranch

Project Name: Trail Improvements

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Base Map Preparation	8	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Task 2: Concept Design Development	64	\$8,000.00	\$200.00	\$0.00	\$8,200.00
Task 3: Construction Documents Preparation	128	\$16,000.00	\$1,000.00	\$0.00	\$17,000.00
Task 4: Regulatory Services	24	\$3,000.00	\$400.00	\$5,000.00	\$8,400.00
Task 5: Bidding Services	20	\$2,500.00	\$200.00	\$0.00	\$2,700.00
Task 6: Construction Phase Services	40	\$5,000.00	\$500.00	\$0.00	\$5,500.00
Task 7: Project Management	40	\$5,000.00	\$0.00	\$0.00	\$5,000.00
GRAND TOTAL:	324	\$40,500.00	\$2,300.00	\$5,000.00	\$47,800.00

Exhibit D2
Fee Schedule

Construction Documents Preparation for the City of
Round Rock Meadowlake Lake Park Pier and Trail

Project Name: Connection

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Base Map Preparation	4	\$500.00	\$0.00	\$0.00	\$500.00
Task 2: Concept Design Development	24	\$3,000.00	\$250.00	\$0.00	\$3,250.00
Task 3: Construction Documents Preparation	40	\$5,000.00	\$500.00	\$4,000.00	\$9,500.00
Task 4: Regulatory Services	16	\$2,000.00	\$100.00	\$0.00	\$2,100.00
Task 5: Bidding Services	20	\$2,500.00	\$100.00	\$0.00	\$2,600.00
Task 6: Construction Phase Services	28	\$3,500.00	\$500.00	\$0.00	\$4,000.00
Task 7: Project Management	16	\$2,000.00	\$0.00	\$0.00	\$2,000.00
GRAND TOTAL:	148	\$18,500.00	\$1,450.00	\$4,000.00	\$23,950.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

CERTIFICATE OF LIABILITY INSURANCE

Date: 06/06/2018

PRODUCER:

USI Southwest

7600-B N. Cap of Tx Hwy. #200

Austin, Texas 78731

Phone: 512-451-7555 E-mail:

INSURED:

Luck Design Team, LLC

9600 Escarpment Blvd., Ste. 745-4

Austin, Texas 78749

Phone: 512-810-0684 E-mail:

TDI number required. Please refer to the

Texas Dept of Insurance website: <http://www.tdi.state.tx.us/>

	COMPANIES AFFORDING COVERAGE	TDI
A	XL Specialty Ins. Co.	524
B		
C		
D		

THIS IS TO CERTIFY THAT the Insured named above is insured by the Companies listed above with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by the companies, and further hereinafter described. Exceptions to the policies are noted below.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY	DPS9912658	03/27/2018	03/27/2019	\$1,000,000 Each Claim/\$1,000,000 Aggregate
	BUILDERS' RISK INSURANCE OR INSTALLATION INSURANCE				

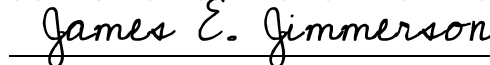
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/EXCEPTIONS The City of Round Rock W. Greenbelt Trail & Behrens Ranch Trail Improvements

The City of Round Rock is named as additional insured with respect to all policies except 'Workers' Compensation and Employers' Liability' and 'Professional Liability'. Should any of the above described policies be cancelled or changed before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below.

CERTIFICATE HOLDER:

City Manager
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664

SIGNATURE OF AGENT LICENSED IN STATE OF TEXAS



Typed Name: Jim Jimmerson

License ID: 851156

CERTIFICATE OF LIABILITY INSURANCEDate: 6/6/2018**PRODUCER:**

Nelson Robinson Agency
9800 North Lamar BLVD Suite 180
Austin, TX 78753
Phone: (512)835-5600 E-mail: nrobinson@allstate.com

TDI number required. Please refer to the

Texas Dept of Insurance website: <http://www.tdi.state.tx.us/>**INSURED:**

LUCK DESIGN TEAM
9600 Escarpment BLVD, STE 745
Austin, TX 78749
Phone: (512)810-0684 E-mail: bluck@luckdesignteam.

	COMPANIES AFFORDING COVERAGE	TDI
A	Continental Casualty Company	20550
B	Continental Casualty Company	20550
C	Continental Casualty Company	20550
D		

THIS IS TO CERTIFY THAT the Insured named above is insured by the Companies listed above with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by the companies, and further hereinafter described. Exceptions to the policies are noted below.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY				
	A	4017401085	04/15/2018	04/15/2019	GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG. \$ 4,000,000 PERSONAL & ADV. INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				
	A	4017401085	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	UMBRELLA LIABILITY				
	EXCESS LIABILITY				
	B	4017402298	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				
	C	6021467147	04/15/2018	04/15/2019	STATUTORY LIMITS \$ EACH ACCIDENT \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000 DISEASE - EACH EMPLOYEE \$ 100,000
	PROFESSIONAL LIABILITY				
	BUILDERS' RISK INSURANCE OR INSTALLATION INSURANCE				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/EXCEPTIONS

The City of Round Rock West Greenbelt
Trail and Behrens Ranch Improvements

The City of Round Rock is named as additional insured with respect to all policies except 'Workers' Compensation and Employers' Liability' and 'Professional Liability'. Should any of the above described policies be cancelled or changed before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below.

CERTIFICATE HOLDER:

City Manager
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664

SIGNATURE OF AGENT LICENSED IN STATE OF TEXASTyped Name: Nelson Robinson

License ID: _____



LUCKDES-01

DFRAZIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2018

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 Donna Frazier, LLC DBA GlobalGreen Insurance Agency 315 Talbot Street Taylor, TX 76574	CONTACT NAME: Donna Frazier PHONE (A/C, No, Ext): (512) 309-4323 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Luck Design Team LLC 9600 Escarpment Blvd Ste 754-4 Austin, TX 78749	NAIC # 16322

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		06491376-0	01/26/2018	01/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Round Rock is named as Additional Insured with respect to the Commercial Auto Policy, with 30 days written notice of cancellation to the certificate holder named below.

Progressive County Mutual TDI #67940

Project: The City of Round Rock West Greenbelt Trail and Behrens Ranch Trail Improvements

CERTIFICATE HOLDER

CANCELLATION

City Of Round Rock City Manager 221 W Main St 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
--	---

CERTIFICATE OF LIABILITY INSURANCE

Date: 06/06/2018

PRODUCER:

USI Southwest

7600-B N. Cap of Tx Hwy. #200

Austin, Texas 78731

Phone: 512-451-7555 E-mail:

INSURED:

Luck Design Team, LLC

9600 Escarpment Blvd., Ste. 745-4

Austin, Texas 78749

Phone: 512-810-0684 E-mail:

TDI number required. Please refer to the

Texas Dept of Insurance website: <http://www.tdi.state.tx.us/>

	COMPANIES AFFORDING COVERAGE	TDI
A	XL Specialty Ins. Co.	524
B		
C		
D		

THIS IS TO CERTIFY THAT the Insured named above is insured by the Companies listed above with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by the companies, and further hereinafter described. Exceptions to the policies are noted below.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY	DPS9912658	03/27/2018	03/27/2019	\$1,000.000 Each Claim/\$1,000,000 Aggregate
	BUILDERS' RISK INSURANCE OR INSTALLATION INSURANCE				

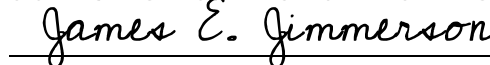
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/EXCEPTIONS The City of Round Rock Meadow Lake Park Trail and Pier Improvements

The City of Round Rock is named as additional insured with respect to all policies except 'Workers' Compensation and Employers' Liability' and 'Professional Liability'. Should any of the above described policies be cancelled or changed before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below.

CERTIFICATE HOLDER:

City Manager
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664

SIGNATURE OF AGENT LICENSED IN STATE OF TEXAS



Typed Name: Jim Jimmerson

License ID: 851156

CERTIFICATE OF LIABILITY INSURANCEDate: 6/6/2018**PRODUCER:**

Nelson Robinson Agency
9800 North Lamar BLVD Suite 180
Austin, TX 78753
Phone: (512)835-5600 E-mail: nrobinson@allstate.com

TDI number required. Please refer to the

Texas Dept of Insurance website: <http://www.tdi.state.tx.us/>**INSURED:**

LUCK DESIGN TEAM
9600 Escarpment BLVD, STE 745
Austin, TX 78749
Phone: (512)810-0684 E-mail: bluck@luckdesignteam.

	COMPANIES AFFORDING COVERAGE	TDI
A	Continental Casualty Company	20550
B	Continental Casualty Company	20550
C	Continental Casualty Company	20550
D		

THIS IS TO CERTIFY THAT the Insured named above is insured by the Companies listed above with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by the companies, and further hereinafter described. Exceptions to the policies are noted below.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY				
	A	4017401085	04/15/2018	04/15/2019	GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG. \$ 4,000,000 PERSONAL & ADV. INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				
	A	4017401085	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	UMBRELLA LIABILITY				
	EXCESS LIABILITY				
	B	4017402298	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				
	C	6021467147	04/15/2018	04/15/2019	STATUTORY LIMITS \$ EACH ACCIDENT \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000 DISEASE - EACH EMPLOYEE \$ 100,000
	PROFESSIONAL LIABILITY				
	BUILDERS' RISK INSURANCE OR INSTALLATION INSURANCE				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/EXCEPTIONS

The City of Round Rock Meadow Lake
Park Trail and Pier Improvements

The City of Round Rock is named as additional insured with respect to all policies except 'Workers' Compensation and Employers' Liability' and 'Professional Liability'. Should any of the above described policies be cancelled or changed before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below.

CERTIFICATE HOLDER:

City Manager
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664

SIGNATURE OF AGENT LICENSED IN STATE OF TEXASTyped Name: Nelson Robinson

License ID: _____



LUCKDES-01

DFRAZIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2018

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 Donna Frazier, LLC DBA GlobalGreen Insurance Agency 315 Talbot Street Taylor, TX 76574	CONTACT NAME: Donna Frazier PHONE (A/C, No, Ext): (512) 309-4323 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Luck Design Team LLC 9600 Escarpment Blvd Ste 754-4 Austin, TX 78749	NAIC # 16322

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		06491376-0	01/26/2018	01/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Round Rock is named as Additional Insured with respect to the Commercial Auto Policy, with 30 days written notice of cancellation to the certificate holder named below.

Progressive County Mutual TDI #67940

Project: The City of Round Rock Meadow Lake Park Trail and Pier Improvements

CERTIFICATE HOLDER

CANCELLATION

City Of Round Rock City Manager 221 W Main St 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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