

SUPPLEMENTAL AGREEMENT NO. 1 TO "CITY OF ROUND ROCK AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES RELATED TO THE MAIN STREET INTERVENTION STRATEGY PROJECT WITH

STUDIO | 16:19, LLC"

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CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF TRAVIS COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Landscape Architectural Services related to the Main Street Intervention Strategy Project with Studio | 16:19, LLC," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality (hereinafter referred to as the "City") and Studio | 16:19, LLC (hereinafter referred to as "Consultant").

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Landscape Architectural Services related to the Main Street Intervention Strategy Project," hereinafter called the "Agreement;" and

WHEREAS, the City desires to amend the scope of services to add the final design package for the project area located along Mays Street between Mays Street and Sheppard Street; and

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement, the City and Consultant agree as follows:

I.

Section 2.0 PROPOSAL FOR SERVICES shall be amended as follows:

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" <u>and the Addendum to</u> <u>Exhibit "A"</u> titled "City Services," <u>incorporated here in by reference for all purposes</u>. For purposes of this Agreement Consultant issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "B" <u>and the Addendum to Exhibit "B"</u> titled "Scope of Services," incorporated herein by reference for all purposes.

Section 3.0 SCOPE OF SERVICES shall be amended as follows:

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" <u>and the Addendum to Exhibit "B."</u>

Consultant shall perform the Scope of Services in accordance to the Tentative Work Schedule set forth in Exhibit "C" <u>and the Addendum to Exhibit "C," attached hereto and</u> incorporated herein for all purposes.

III.

Section 4.0 LIMITATIONS TO SCOPE OF SERVICES shall be amended as follows:

Consultant's undertakings 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" <u>and the Addendum to Exhibit "B."</u>

IV.

Section 5.0 CONTRACT AMOUNT shall be amended as follows:

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 Eighteen Thousand Two Hundred Fifty and No/100 Dollars (\$18,250.00) One Hundred Fifty-Four Thousand Eight Hundred Forty and No/100 Dollars (154,840.00), in accordance with Exhibit "D" and the Addendum to 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" and the Addendum to Exhibit "B."

Reimbursable Expenses: Reimbursable expenses shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00) Two Thousand Seven Hundred Fifty and No/100 dollars (\$2,750.00) and shall be paid for only the "Reimbursable Expenses" described in Exhibit "B" and the Addendum to "Exhibit "B." Reimbursable expenses shall be included in the not-toexceed fee of \$18,250.00 \$154,840.00 set forth above

V.

This First Supplemental Agreement shall amend the original Agreement only as set forth herein with no other changes in terms of conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

STUDIO | 16:19, LLC

By:	
Printed Name:	
Title:	
Date Signed:	

By:	
Printed Name:	
Title:	
Date Signed:	

ATTEST:

By:

Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By:

Stephan L. Sheets, City Attorney



EXHIBIT A

Round Rock Main Street Intervention Strategy CITY SERVICES

A.1. Information

The Client shall provide Data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of information provided by the Client. Data is including, but not limited to, ALL Project information, prior work/ studies, boundary surveys, tree surveys, AutoCAD base files, reports (geological, geotechnical, &/or environmental), and any other related items requested by the Consultant.

A.2 Budget

The Consultant shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Consultant as a part of the Scope of Services, opinions of probable construction costs are based on the Consultant's familiarity with the construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

A.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant Services.

A.4 Project Permit and Review Fees

Permit & Agency Review Fees are NOT included in Consultant Compensation. The Client shall pay ALL fees required to secure jurisdictional approvals for the Project.

A.5 Drainage Engineering Review & Support

Storm Water/ Drainage Engineering is NOT included in Consultant Scope and/or Compensation. The Client shall provide internal resources/ support for the Consultant shall these services become required to secure approvals for the Project.

The Client shall provide coordination and support to Consultant with application and submittal of a Small Site Notice & Notice of Intent (NOI) for compliance with TCEQ requirements.



EXHIBIT B

Round Rock Main Street Intervention Strategy PLANNING & LANDSCAPE ARCHITECTURE SERVICES

This Supplemental Number 01 is made effective upon execution of this Agreement under the terms and conditions established in the PROFESSIONAL CONSULTING SERVICES AGREEMENT, effective <u>November</u> <u>28, 2017</u> by and between studio16:19, LLC, (the "Consultant") and City of Round Rock Texas (the "Client"), and <u>Main Street Intervention Strategy</u> – Round Rock, TX (the "Project"). This Supplement is made for the Scope of Work as identified in "EXHIBIT B", herein and supersedes all other agreements pertaining to this project, either written or oral.

B.1. Standard of Care

Landscape Architectural & Planning Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of this Project.

B.2. Scope of Supplemental Services

Consultant Services to be provided under this Agreement are:

• In collaboration with the Client & McCann Adams Studio (MAS) (an urban design Consultant contracted under separate agreement with the Client), the Consultant will provide landscape architecture and planning services to assist in the final design, preparation and implementation of the development plans for the Project. Refer to "Attachment B" for the limits of the Scope of Services

In conjunction with the performance of the foregoing Services, The Consultant shall provide the following submittals/ deliverables/ documents to the Client/ Client's Representative:

Task 3: Project Management

• The Consultant will manage all the project team activities associated with the project. The Consultant shall secure resources necessary to produce the project deliverables and meet the project schedule. All communications associated with the Project will be directly channeled through the Consultant Project Manager for distribution to the project team as appropriate. The Consultant's Project Manager will be responsible throughout the project for project management and all communications, with the Client's Project Manager. The Consultant also employs a reputable QA/QC process and requires that a portion of every project budget be dedicated to this explicit service to ensure that the Client receives quality work and a quality product that meets and exceeds their expectation.

Task 4: Design Development

• The Consultant will create the design development plans for the "Parklet Interventions". The level of design is characterized as 30% complete design plans. The design development plans will further define the character and essentials of the Intervention Strategy, including further description of shape, form, materials, and finishes. This process shall include:



- Conduct preliminary meeting(s) and/or discussions with Client including Predevelopment meeting with City Engineering Services.
- Prepare preliminary design development drawings. Design will utilize existing conditions survey for defined project limits.
- $\circ~$ Develop an OPCC based on refined design development drawings with appropriate escalation factors and contingencies.
- Review final design development drawings and OPCC with Client.
- Review final design with RAS Reviewer to ensure compliance with TDLR & ADA.
- The Consultant will participate in two work sessions with City staff and up to two presentations as required with Client leadership. It is assumed that no outreach to affected businesses will be undertaken at this point in the process.

Task 5: Final Design: Plans, Specifications, & Estimates (PS&E)

- The Consultant shall prepare plans, specifications and estimates to implement the preferred design. All deliverables to be prepared under this scope of services are intended for implementation and construction by a qualified contractor. The Consultant sheets associated with the Final Design PS&E package may include, but shall not be limited to:
 - Overall Limits of Construction Plan
 - Existing Conditions/Demolition Plan
 - o Grading & Drainage Plans, Notes & Details
 - Hardscape Layout, Grading, Plans, Sections, & Details
 - o Landscape Planting Plan Planting Details, & Project Specific Notes
 - Irrigation Design Plans, Details, & Project Performance Notes
 - Construction Phasing Plan
 - Technical Specifications
- The following tasks that are associated with the development of the Final Design PS&E package and incorporation into a Final Bid Set Package that will include:
 - Prepare and submit 60% submittal for owner review, comments, and coordination.
 - Develop the final design utilizing feedback from the Client to refine the design development package so as to meet the design/engineering standards and requirements for the Project.
 - Prepare and submit 90% submittal for owner review, comments, and coordination.
 - Develop a written/ graphical response to the Client's 60% review comments.
 - Develop DRAFT Specification Manual/ Bid Docs for review
 - Update the opinion of cost to include all scope items @ 90% Submittal.
 - Prepare and submit 100% design plans for CORR Staff review and comment.
 - All comments from previous submittals shall be incorporated into the 100% drawings and construction specifications, or an explanation shall be given, in writing, for why they are omitted.
 - Final Bid Manual including Technical Specifications
 - Update the opinion of cost to include all scope items @ 100% Submittal.



- Upon return of 100% Client comments, the Consultant shall graphically address final design concerns and input into a bid set submittal package
- Submit 100% signed and sealed design original documents (Bid-ready Drawings and Specifications), and a Final Opinion of Probable Construction Cost.
- Coordination and support to Client with application and submittal of a Small Site Notice & Notice of Intent (NOI) for compliance with TCEQ requirements.
- Coordinate and register project with RAS and submit 100% plans for TDLR/ ADA review.
- Furnish the Client with three (3) paper copies and one (1) Adobe Acrobat PDF Copy of the Final Design PS&E 100% Bid Submittal Package.

Task 6: Bidding / Negotiation

- The Consultant shall assist Client during the bidding process. The Consultant shall:
 - Coordinate the schedule for bid advertising, pre-bid conference and bid opening.
 - Prepare and organize bid solicitation & proposal forms consistent with City's requirements.
 - Arrange for distribution of the bid documents.
 - o Attend and Assist with the pre-bid conference and document the proceedings.
 - Prepare and issue Addenda, if required.
 - Attend the bid opening.
 - Review bids including and formulate bid tabulation.
 - Provide written recommendation to Client.
 - o Assist with issuance of the Notice of Award & Contract Documents/ Agreement.

Task 7: Construction Phase Services

- The Consultant shall provide assistance to the Client and provide clarifications for the Contractor during the construction process. The potential scope of work by the Consultant covered in this phase is described below. The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work, and The Consultant shall not be responsible for the contractor's errors, omissions or failure to carry out the work in accordance with the contract documents.
 - The primary goal of this phase is to secure compliance by the contractor to the plans, specifications, and design intent as approved by the Client.
 - The Consultant may recommend to the Client the rejection of any work, within the collective Consultant's scope, failing to conform to the contract documents.
- The Consultant will prepare for and attend regular management team meetings/site visits with Client and/or Contractor for the purpose of reporting on or gathering input to become familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work, when complete, will be in accordance with the Contract Documents.



- Meetings are defined as a physical meeting at a physical location, telephone conference calls, web conference meetings, or any other medium where more than two persons review and discuss the project together.
- A maximum of eighteen (18) Construction visits are included in Supplemental Services. Additional Construction Observation site visits and meetings, as necessary or requested by Client /Contractor, to ensure that the design intent of the plans are implemented to the Client's requirements will constitute additional services.
- Review, coordinate, and respond to requests for information (RFI) from the contractor/Client/Client's representative:
 - RFI's are normal and customary during the construction process to ensure that the design intent of the plans are implemented to the Client's requirements and a minimum of 8 to 10 can be expected during a project of this scope.
- Review, coordinate, and respond to Change Orders and Change Directives generated via Client and/or Contractor.
- Attend three (3) additional required meetings with regulatory agencies (i.e. City of Round Rock, TDLR/ADA), including pre-construction and post-construction conferences scheduled with regulatory inspectors or any other regulatory reviewer assigned to this project
- Conduct and document inspections of the work in order to determine the date of substantial completion and verify the satisfactory completion of the project in accordance with the contract documents.
- Conduct/coordinate final TDLR inspection and TCEQ closeout procedures.
- Assist Client in completing the closeout documentation necessary to conclude the construction phase of the project, including at a minimum one (1) final site observation trip at Substantial Completion, and one (1) site observation trip for final sign-off on Punch List upon completion.
- Upon final acceptance, the Consultant shall prepare the required Landscape Architect's Letter of Concurrence and Structural Engineer's letter of concurrence to the Client.

Task 8: Reimbursable Expenses

• All copying, purchases of maps and documents, tax certificates, deeds, plats, printing of reports and plans, mailing, courier, express/overnight and other related expenses shall be charged at cost.

Task 9: Structural Engineering

• Structural Engineering services, as required, to be provided by Engineering 360, Inc. as a sub-consultant to the Consultant. The project Structural Engineer's scope of service shall include the following, but not limited to the design of structural foundations for parklet(s) structure and retaining walls, and construction phase services.



Task 10: MEP Engineering

 MEP Engineering services, as required, to be provided by Hendrix Consulting Engineers, Inc. as a sub-consultant to the Consultant. The project MEP Engineer's scope of service shall include the following, but not limited to the design of electrical service/ power for parklet(s), ambient pedestrian lighting within limits of scope, primary service connections/ coordination, and construction phase services.

B.3 Supplemental Services

Supplemental Services are in addition to the Scope of Services identified in Section B.2 and, when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation beyond the Compensation stated below. The following Supplemental Services under this Agreement include but are not limited to:

- ANY Sub-Consultant services not currently identified in Basic Services.
- ANY professional service or task not currently identified in Basic Services.
- Detailed inventory or recordation of existing structures, site surveys, above.
- Development of As-Built Drawings
- TCEQ coordination and submittal of WPAP for Edwards Aquifer Recharge protection.
- Storm Water Pollution Protection Plan (SWPPP) (Project is less than 1 AC)
- Traffic Impact Analysis
- Flood Plain Studies or Flood Plain Modeling
- Construction Staking
- Storm Water System Modeling
- Subsurface Utility Engineering
- Geotechnical Construction/ Testing Lab Services
- Environmental Studies
- Governmental Fees & Fiscal
- Preparation & Processing of Waivers, or Variances

B.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

B.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described in section B.1, above.



Attachment B - Limit of Work





EXHIBIT C

Round Rock Main Street Intervention Strategy WORK SCHEDULE

The Consultant shall complete the scope of services with in <u>390 days</u>, commencing upon the issuance or Notice to Proceed via signed agreement, and receipt of documents to be provided by the Client/ Client's Representative as specified in Exhibit A, above.

• Schedule of Anticipate Milestones

- Task 4 Design Development...... 60 days
- Task 5 Final Design...... 90 days
- Task 7 Construction Phase Services......180 days

• Proposed Project Anticipate Timeline

Yeo	r	2018						2019							
Mont	n May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Service Description:															
Task 3 Project Management							390 Da	ys							
Task 4 Design Development	60	Days													
Task 5 Final Design PS&E				90 Days											
Task 6 Bidding/ Negotiation						60 [Days								
Task 7 Construction Phase Services										180	Days				



EXHIBIT D

Round Rock Main Street Intervention Strategy FEE SCHEDULE

D.1 Compensation for the Consultant Services performed under this Agreement shall be shall be paid according to the following, plus Reimbursable Expenses as defined below:

		Total	Total	Other		TOTALS	
Task	Description	Labor Hours	Loaded Labor Cost	Direct Costs	Subconsultants	TOTALS	
3	Project Management	76	\$12,090.00			\$12,090.00	
4	Design Development	175	\$23,600.00			\$23,600.00	
5	Final Design: PS&E	392	\$43,070.00			\$43,070.00	
6	Bidding & Negotiation	44	\$5,210.00			\$5,210.00	
7	Construction Phase Services	176	\$19,920.00			\$19,920.00	
8	Reimbursable Expenses			\$2,500.00		\$2,500.00	
9	Structural Engineering				\$14,800.00	\$14,800.00	
10	MEP Engineering				\$15,400.00	\$15,400.00	
GRAND TOTAL:		863	\$103,890.00	\$2,500.00	\$30,200.00	\$136,590.00	

Consultant may alter compensation distributions between individual services and/ or subconsultants (structural & mep engineering) services to be consistent with the Services actually rendered, within the contract maximum above.

Supplemental Services when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

- **D.2** Reimbursable Expenses are expenditures made by the Consultant, its employees, and sub-Consultants in the interest of the Project plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional Consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.
- **D.3** Monthly payments to the Consultant shall be based on (1) the percentage of the Scope of Services completed; and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- D.4 Payments are due and payable 30 days from the date of the Consultant's invoice but will receive a 2% discount if paid within 10 days of the invoice date. Conversely, invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and at the Consultant's discretion may accrue 1.5% simple interest per month. At the Consultant's option, overdue payments may be grounds for termination or suspension of services.



- **D.5** The Scope of Services to be provided under this Agreement has been estimated to be completed within <u>390 calendar days</u> of the initial notice to proceed. In the event the project time line is extended, compensation for services rendered after that time period shall be equitably adjusted.
- **D.6** The parties agree to the following provisions with respect to this specific Agreement:
 - <u>Supplemental Services</u> Current 2018 Rates are as noted herein:

•	Principal Planner/Landscape Architect:	\$ 185.00/hr.
•	Associate Principal Planner / Landscape Architect:	\$ 125.00/hr.
•	Senior Associate Planner/ Landscape Architect:	\$ 115.00/hr.
•	Associate Planner/ Landscape Architect:	\$ 90.00/hr.
•	Staff Planner/ Landscape Designer:	\$ 75.00/hr.
	Administrative	\$ 65.00/hr.



EXHIBIT E

Round Rock Main Street Intervention Strategy CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2018

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).													
PRODU	U				CONTA		,						
Vatkins Insurance Group-Austin						NAME: Genaro Vazquez PHONE FAX (A/C, No, Ext): 512-452-8877							
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					INSURER(S) AFFORDING COVERAGE NAI INSURER A : The Hartford 294								
INSURE		STUDI-6	6										
	0 1619 LLC	0.02.	•		INSURER B : New Hampshire Insurance 238								
1717	N IH 35, Suite 308				INSURER C :								
Roun	d Rock TX 78664				INSURER D :								
					INSURER E :								
					INSURE	RF:							
				NUMBER: 1908274478				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.													
		ADDL S	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		LIMIT	S				
				65SBATB6822		10/14/2017	10/14/2018	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,	000			
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 1,000,	000			
								MED EXP (Any one person)	\$ 10,000)			
								PERSONAL & ADV INJURY	\$ 1,000,	000			
G	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,	000			
X								PRODUCTS - COMP/OP AGG	\$ 2,000,	000			
	OTHER:								\$				
A	UTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$				
	ANY AUTO							BODILY INJURY (Per person)	\$				
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$				
	AUTOS ONLY AUTOS							PROPERTY DAMAGE	\$				
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$				
									\$				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Round Rock is additional insured on the general liability policy where required by written contract. 30 day notice of cancellation endorsement applies when required by written contract. INSURER A : The Hartford TDI Company Number: 12077882 INSURER B : New Hampshire Insurance TDI Company Number: 60150													
CERT	IFICATE HOLDER				CAN	ELLATION							
City of Round Rock Attn: City Manager						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	221 E. Main Street Round Rock TX 78664				AUTHORIZED REPRESENTATIVE								
						© 19	988-2015 AC	ORD CORPORATION.	All riał	nts reserved			

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