

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

# FIRM:FREESE AND NICHOLS, INC.("Engineer")ADDRESS:10431 Morado Circle, Unit 300, Austin, TX 78759PROJECT:Lake Forest Drainage Assessment – Existing Conditions

#### THE STATE OF TEXAS

#### COUNTY OF WILLIAMSON

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

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#### **RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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

#### **CONTRACT DOCUMENTS**

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

#### ARTICLE 1 CITY SERVICES

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

#### ARTICLE 2 ENGINEERING SERVICES

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

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

#### ARTICLE 3 CONTRACT TERM

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

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

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

#### ARTICLE 4 COMPENSATION

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of <u>Sixty-Eight Thousand Eight Hundred Two and 50/100 Dollars</u>, (<u>\$68,802.50</u>). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

#### ARTICLE 5 METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

#### ARTICLE 6 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

#### ARTICLE 7 NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

#### ARTICLE 8 PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Federico Sanchez Project Manager 3400 Sunrise Road Round Rock, TX 78665 Telephone Number (512) 218-6609 Fax Number (512) 218-5536 Email Address <u>fsanchez@roundrocktexas.gov</u>

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Garrett Johnston, PE, CFM GISP Engineer 10431 Morado Circle, Unit 300 Austin, TX 78759 Telephone Number (512) 617-3160 Fax Number (817) 735-7491 Email Address jgi@freese.com

#### ARTICLE 9 PROGRESS EVALUATION

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

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

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

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

#### ARTICLE 10 SUSPENSION

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

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

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

#### ARTICLE 11 ADDITIONAL ENGINEERING SERVICES

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

#### ARTICLE 12 CHANGES IN ENGINEERING SERVICES

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

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

#### ARTICLE 13 SUPPLEMENTAL CONTRACTS

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

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

#### ARTICLE 14 USE OF DOCUMENTS

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

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

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

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

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

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

#### ARTICLE 15 PERSONNEL, EQUIPMENT AND MATERIAL

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

#### ARTICLE 16 SUBCONTRACTING

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

#### ARTICLE 17 EVALUATION OF ENGINEERING SERVICES

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

#### ARTICLE 18 SUBMISSION OF REPORTS

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

#### ARTICLE 19 VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

#### ARTICLE 20 TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

#### ARTICLE 21 COMPLIANCE WITH LAWS

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

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

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

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israelicontrolled territory, but does not include an action made for ordinary business purposes.

#### ARTICLE 22 INDEMNIFICATION

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

#### ARTICLE 23 ENGINEER'S RESPONSIBILITIES

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

#### ARTICLE 24 ENGINEER'S SEAL

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

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

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

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

#### ARTICLE 26 INSURANCE

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

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

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

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

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

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

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

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

#### ARTICLE 27 COPYRIGHTS

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

#### ARTICLE 28 SUCCESSORS AND ASSIGNS

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

#### ARTICLE 29 SEVERABILITY

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

#### ARTICLE 30 PRIOR AGREEMENTS SUPERSEDED

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

#### ARTICLE 31 ENGINEER'S ACCOUNTING RECORDS

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

#### ARTICLE 32 NOTICES

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

#### City:

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

and to:

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

#### **Engineer:**

Garrett Johnston, PE, CFM GISP Engineer 10431 Morado Circle, Unit 300 Austin, TX 78759

#### ARTICLE 33 GENERAL PROVISIONS

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

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

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas.

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

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

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

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

#### ARTICLE 34 <u>SIGNATORY WARRANTY</u>

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

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

[signature page follows]

#### CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_\_Craig Morgan, Mayor

#### APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

#### **ATTEST:**

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

FREESE AND NICHOLS, INC.

7 ander 0 By: Signature of Principal Printed Name: DREW HARON

# LIST OF EXHIBITS ATTACHED

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

### EXHIBIT A

#### **City Services**

The City will provide the following information and other assistance to the Engineer (Freese & Nichols, Inc.) that the City deems appropriate and necessary:

- 1. As-built drawings and GIS data pertaining to storm drain infrastructure in the area, including locations of inlets, manholes, storm drain lines, outfalls, culverts, channels, building footprints, and impervious cover. GIS data will be provided in shapefile or geodatabase format with a table of relevant attributes. For inlets, this will include inlet dimensions and flowline; for storm drain, this will include pipe dimensions, upstream and downstream flowlines, upstream and downstream inlet or manhole IDs, etc.
- 2. Attend a kickoff meeting and a meeting to discuss the draft existing conditions drainage memo.
- 3. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
- 4. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.

### EXHIBIT B

#### **Engineering Services**

#### **1. PROJECT PURPOSE**

The City of Round Rock (City) has requested that Freese and Nichols, Inc. (FNI) prepare an existing conditions two-dimensional (2D) model of the Lake Forest neighborhood and nearby areas contributing to the neighborhood. This model will be used to define existing flood risk and serve as a foundation for developing flood mitigation projects as part of a future scope of work. The study area is shown in the attached Figure 1.

The model will be prepared using Innovyze ICM 11.0.3 software, or the newest version at the time of notice to proceed. The model will be prepared using City hydraulic guidance and will be used to evaluate the number of structures at risk of flooding during the 25-year and 100-year events. The May 2015 storm will be used to validate model results.

This scope of work includes analysis of existing conditions only. Conceptual design of flood mitigation projects or analysis of proposed conditions is an additional service.

#### 2. GENERAL SCOPE OF WORK

The services shown below in the "Scope of Services" are representative of the types of services contemplated on the Contract. It is not considered an exhaustive list of all engineering services that are possible under the Contract nor does it guarantee that all of the services will be requested or required.

#### **Scope of Services:**

#### Task 1 – Project Management and Meetings

- 1. Develop and implement a Quality Assurance & Quality Control Plan for the project.
- 2. Provide monthly progress reports and invoices to the City of Round Rock (City) for a period of six months. Manage project integration, scope, schedules, cost, quality, staff resources, communications, and risk as necessary.
- 3. Hold a kickoff meeting with City staff.
- 4. Hold an internal kickoff meeting with FNI project staff.
- 5. Hold internal progress meetings with FNI project staff.
- 6. Hold a meeting to present the draft existing conditions drainage memo and maps to City staff.

Deliverables: QA/QC plan, monthly progress reports, meeting minutes.

#### Task 2 – Data Collection

- 1. Obtain and review as-builts, GIS data, photos and videos of flooding, and the previous Lake Forest drainage report from the City. GIS data will include all available stormwater-related information, including channels, culverts, storm drain pipes, inlets, manholes, building footprints, and impervious cover.
- 2. Obtain 2017 lidar DEM directly from TNRIS. Process bare earth LAS points into a sub-5'x5' grid for importing into ICM.
- 3. Conduct one site visit to confirm drainage patterns and take pictures of major drainage features.
- 4. Obtain precipitation data from nearby USGS/Upper Brushy Creek WCID rain gauges for the May 2015 storm.

Deliverables: None for this task. This task gathers data for the model and memo.

#### Task 3 – Existing Conditions Modeling

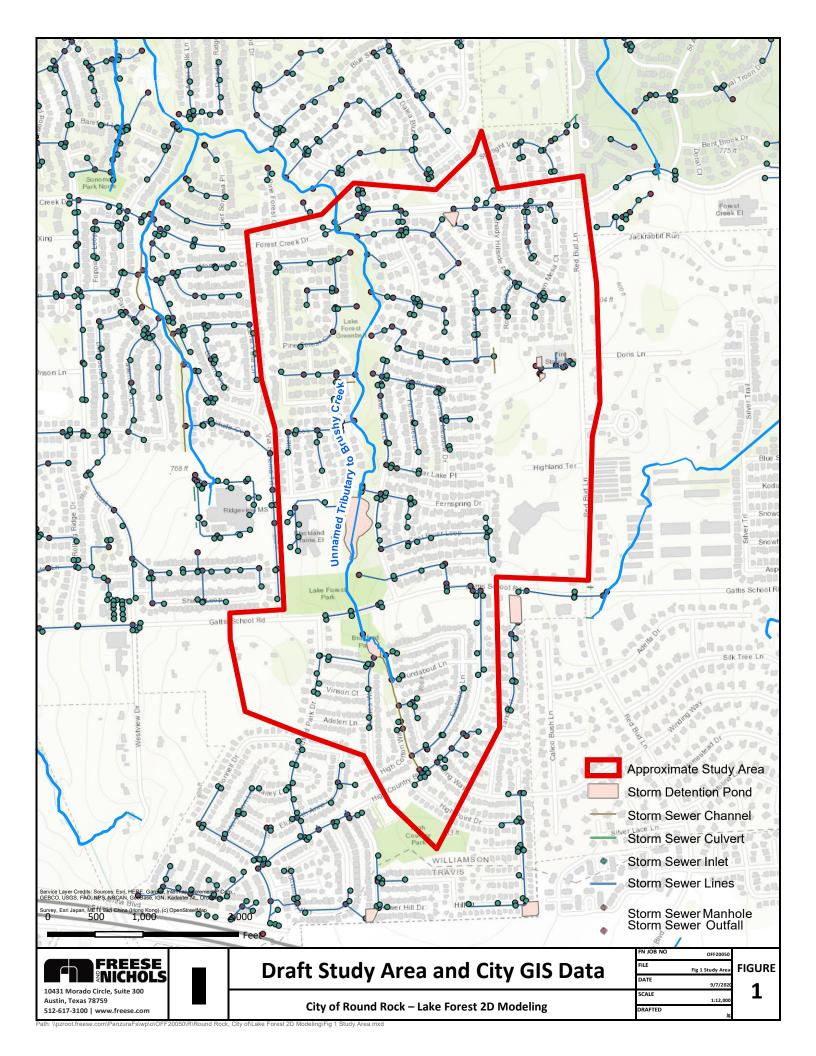
- 1. Create an existing conditions Innovyze ICM 11.0 model of the Lake Forest area (Figure 1) following City guidance.
  - a. Incorporate drainage system locations, inlet sizes, diameters, and flowlines, primarily based on GIS attribute table data. Supplement with as-built data or best estimates as necessary. Request missing flowlines from City survey crews as needed.
  - b. Add mesh zones, breaklines, and building footprints to refine the hydraulic mesh. Simplify building footprints if necessary to obtain an efficient mesh configuration.
  - c. Calculate excess precipitation for the Atlas 14 25-year, Atlas 14 100-year, and USGS May 2015 events. Hydrologic losses will be estimated using a single representative curve number and percent impervious value for the study area. Apply excess precipitation directly to the hydraulic mesh in ICM to allow for hydraulic routing of excess precipitation ("rain-on-mesh").
- 2. Simulate the Atlas 14 25-year, Atlas 14 100-year, and USGS May 2015 rainfall events using the rain-on-mesh approach.
  - a. Check 1D/2D connections, evaluate model stability, and optimize the model input as needed to obtain a stable model.
  - b. Validate flooding depths during the May 2015 event based on photos and videos provided by the City. Detailed model calibration is considered an additional service.
  - c. Summarize flooding depths at each structure during the 25-year and 100-year events. Structures provided as part of the City's GIS data will be classified as follows based on the adjacent flooding depth on the lidar surface. Depth of 0–6 inches: not inundated; depth of 6–12 inches: possibly inundated; depth of 12 or more inches: inundated.
- 3. Quality control review of the existing conditions model. Address internal QC comments.
- 4. Address one round of City comments after meeting to discuss results.

Deliverables: None for this task. This task prepares data to be documented in the draft existing conditions memo. Preparation of final model and final memo is anticipated to be delivered as part of a future proposed conditions authorization.

#### Task 4 – Drainage Memo and Inundation Maps

- 1. Prepare a draft technical memo documenting the input data and modeling process. The memo will include inundation maps for the 25-year, 100-year, and May 2015 events.
- 2. Quality control review of the draft drainage memo and maps. Address internal QC comments and submit the draft drainage memo and maps to the City.
- 3. Address City comments on inundation maps after meeting to discuss the results.

Deliverables: Draft memo and inundation maps in PDF format, final inundation maps in PDF format



# EXHIBIT C

#### Work Schedule

Attached Behind This Page

D		Task	Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2020 Qtr 1, 2021
	0	Mode						Sep Oct Nov Dec Jan Feb M
1		-5						
2		*	Notice to proceed/kickoff meeting	0 days	Tue 10/20/20			♦ 10/20
3			Data collection	35 days	Tue 10/20/20	Mon 12/7/20		
4			Obtain data from City	1 wk	Tue 10/20/20	Mon 10/26/20	2	
5			Internal kickoff meeting	0 days	Mon 10/26/20	Mon 10/26/20	4	10/26
6			Review as-builts and GIS data	1 wk	Tue 10/27/20	Mon 11/2/20	4	
7			Process lidar	2 wks	Tue 10/20/20	Mon 11/2/20	2	
8			Conduct site visit	0 days	Mon 12/7/20	Mon 12/7/20	10SS+5 wks	▶ 12/7
9		-4	Existing conditions modeling	60 days	Tue 11/3/20	Mon 1/25/21		<b>P</b>
10			Create, optimize, validate model	9 wks	Tue 11/3/20	Mon 1/4/21	6,7	
11			Independent QC and address comments	2 wks	Tue 1/5/21	Mon 1/18/21	10	
12		-4	Summarize results	1 wk	Tue 1/19/21	Mon 1/25/21	11	
13		-4	Drainage memo and inundation maps	40 days	Tue 12/29/20	Mon 2/22/21		
14		-4	Prepare draft memo and maps	2 wks	Tue 12/29/20	Mon 1/11/21	10FS-1 wk	
15		-5	Independent QC and address comments	2 wks	Tue 1/12/21	Mon 1/25/21	14	
16		-5	Submit draft memo and maps	0 days	Mon 1/25/21	Mon 1/25/21	15,12	1/25
17		-4	City review	2 wks	Tue 1/26/21	Mon 2/8/21	16	<b>*</b> _
18			Draft memo review meeting	0 days	Mon 2/8/21	Mon 2/8/21	17	₹ 2/8
19		-5	Address City comments, finalize existing conditions maps	2 wks	Tue 2/9/21	Mon 2/22/21	18	1
20			Submit final maps	0 days	Mon 2/22/21	Mon 2/22/21	19	2

# EXHIBIT D

Fee Schedule

Attached Behind This Page

## EXHIBIT D

#### Fee Schedule

Project 1	Name:	Lake Forest 2D Modeling								
Task		Total Labor Hours	Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS				
Task 1:	Project Management and Meetings	62	\$9,738.00	\$0.00	\$0.00	\$9,738.00				
Task 2:	Data Collection	60	\$8,864.00	\$34.50	\$0.00	\$8,898.50				
Task 3:	Existing Conditions Modeling	306	\$44,358.00	\$0.00	\$0.00	\$44,358.00				
Task 4:Drainage Memo and Inundation Maps		40	\$5,808.00	\$0.00	\$0.00	\$5,808.00				
GRAND	TOTAL:	468	\$68,768.00	\$34.50	\$0.00	\$68,802.50				

Hourly rates to be billed on a time and materials basis per Attachment CO.

#### **COMPENSATION**

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges.

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57
Senior Advisor	175

#### **Rates for In-House Services and Equipment**

<u>Mileage</u>	Bulk Printing and Reproduct	<u>ion</u>		Equipment			
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75		
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$100		
Technology Charge	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100		
waived	Bond	\$0.25	\$0.75	Microscope (each)	\$150		
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)	\$200		
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day)	\$275		
				Coating Inspection Kit (per day)	\$275		
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each)	\$500		
	Binding (per binding)	\$0.25		Backpack Electrofisher (each)	\$1,000		

#### ATTACHMENT CO

Survey Grade Standard

Drone (per day)	\$200	\$100
GPS (per day)	\$150	\$50

#### **OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.05. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These rates will be subject to an annual rate increase to not exceed 3.0% effective September 2021.** 2022015

# EXHIBIT E

Certificates of Insurance

Attached Behind This Page



#### CERTIFICATE OF LIABILITY INSURANCE

KSANCHEZ

DATE (MM/DD/YYYY)

FREEAND-02

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE PD BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(\$), AUTHOR 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 en If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stater this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Ames & Gough McLean, VA 22102 Freese and Nichols, Inc. VAG5 International Plaza Suite 200 For Worth, TX 76109 This IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURER COMPANY ALXV) 204 INSURER 0. THURKET CONTRACT COMPANY ALXV) 204 INSURER C. CONTRACT CASUALLY COMPANY (CNA) A, XV 204 INSURER C. 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Ames & Gough 300 Greensboro Drive Suite 980 McLean, VA 22102     PhoNE (AC, No, Ext): (703) 827-2277     FAX, No):(703) 827- (AC, No):(703) 827- (AC, No):(703) 827-2277     FAX, No):(703) 827- (AC, No):(703) 827-2277       INSURED INSURED     INSURER A: Hartford Underwriters Insurance Company A+ (XV)     204       INSURE A: Hartford Underwriters Insurance Company A+ (XV)     294       INSURE B: Twin City Fire Insurance Company A+ (XV)     294       INSURER C: Hartford Casualty Insurance Company A+ (XV)     294       INSURER C: Hartford Casualty Insurance Company A+ (XV)     294       INSURER C: Hartford Casualty Insurance Company A+ (XV)     294       INSURER C: Hartford Casualty Company (CNA) A, XV     204       INSURER C: Hartford Casualty Company (CNA) A, XV     204       INSURER C: Insurance Company A+ (XV)     294       INSURER C: Insurance Company A+ (XV)     294       INSURER C: Insurance Company A+ (XV)     294       INSURER C: Insurance Company A+ (XV)     204       INSURER C: Insurance Company A+ (XV	PHONE         PACK, Ext;: (703) 827-2277         FAX, No); (703) 827-2279           EMARESS:         admin@amesgough.com         NAIC #           INSURER (S) AFFORDING COVERAGE         29459           INSURER (S) AFFORDING COVERAGE         COMPany A+ (XV)           INSURER (S) AFFORDING COVERAGE         CONTRACT OR COMPANY (CNA) A, XV           INSURACE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD         INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,           INT (MMODDYYYY)         IMMODDYYYY)         IMMODDYYYY)           WOR         POLICY NUMBER         POLICY PERIOD           VR         POLICY NUMBER         10/23/2019           VR         POLICY NUMBER	Nmes & Gough Sult 9 80 Sult 9 80 Sult 9 80 Sult 9 80 Sult 9 80 Freese and Nichols, Inc. 4055 International Plaza Sult 200 Fort Worth, TX 76109         Philos Bit Freese and Nichols, Inc. 4055 International Plaza Sult 9 200 Fort Worth, TX 76109         Naure Msure R a: Hartford Casualty Insurance Company A+ (XV) 29459         Naure Msure R a: Hartford Casualty Insurance Company A+ (XV) 29459           COVERAGES         CERTIFICATE NUMBER:         Naure R a: Continental Casualty Insurance Company A+ (XV) 29459         Z9459           Msure R a: Twin City Fire Insurance Company A+ (XV) Fort Worth, TX 76109         CERTIFICATE NUMBER:         REVISION NUMBER:           COVERAGES         CERTIFICATE NUMBER:         REVISION NUMBER:           This is TO CERTFY That THE POLICIES UNITS SHOWN MAY HAVE BEEN ISSUED TO THE INSURANCE LISTED BELOW HAVE EVEN ISSUED TO THE INSURANCE TO CONTROLOGY FOR OTHER POLICY PERIOD SHOW POLICIES OF SMOUTHER NUMBER INSURANCE ADDUCT BY FIAND THE INSURANCE TO ENTIFE POLICY PERIOD SUBJECT TO ALL THE TERMS, 800 OCU NUMBER         10/23/2019         10/23/2020         EACH OCCURRENCE \$ 1,000.00 BARAGE TO ENTIFE BY FIAND THE INSURANCE PRODUCT SUBJECT TO ALL THE TERMS, 800 OCU NUMBER         1,000.00 BARAGE TO ENTIFE BY FIAND THE INSURANCE PRODUCT NUMBER TO ENTIFE BY FIAND THE INSURANCE PRODUCT NUMBER TO ALL THE TERMS, 800 OCU NUMBER TO ENTIFE BY FIAND THE INSURANCE ADDUCT BY FIAND THE INSURANCE	PROD	DUCER				CONTA NAME:	ст			-	
Source Page       Additional Place         MicLean, VA 22102       INSURER A: Hartford Underwriters Insurance Company A+ (XV) 301         INSURED       INSURER A: Hartford Underwriters Insurance Company A+ (XV) 294         INSURE 200       Forese and Nichols, Inc. 4055 International Plaza Suite 200       INSURER C: Hartford Casuality Insurance Company A+ (XV) 294         INSURER 2: Turmbull Insurance Company A+ (XV)       294         INSURER 0: Turmbull Insurance Company A+ (XV)       294         INDICATE       REVISION NUMBER:         THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY         CEXCLUSIONS AND CONDITIONS OF SUCH POLICIES. UMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         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McLean, VA 22102       INSURER(s) AFFORDING COVERAGE         INSURED       INSURER A: Hartford Underwriters Insurance Company A+ (XV)       301         INSURE D       Freese and Nichols, Inc. 4055 International Plaza Suite 200 Fort Worth, TX 76109       INSURER D: Twin City Fire Insurance Company A+ (XV)       294         INSURE D:       INSURE C: Hartford Casualty Insurance Company A+ (XV)       294         INSURE 200 Fort Worth, TX 76109       INSURE C: Hartford Casualty Insurance Company A+ (XV)       274         INSURE B:       INSURE C: Continental Casualty Company (CNA) A, XV       204         INSURE D:       INSURE C: Continental Casualty Company (CNA) A, XV       204         INSURE D:       INSURE C: Continental Casualty Company (CNA) A, XV       204         INDICATED       NOTHER MENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI INDICATED AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.       INSURE C: TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.       EACH OCCURRENCE \$         INS       TYPE of INSURANCE       INSDE WOP       POLICY RY       IMMODARYYYN       MMADDY YNY       MARGE TO ENTIFE         INS       CLAIMS-MADE       X       OCCUR       42UUNNI6224       10/23/2019       10/23/2020       PRODUCTS - COMPIOP AGS       S         GENIL AGGREGATE LIMIT APPLIES PER: POLICY	INSURER (s) AFFORDING COVERAGE         NAIC #           INSURER A: Hartford Underwriters Insurance Company A+ (XV)         30104           INSURER B: Twin City Fire Insurance Company A+ (XV)         29459           INSURER C: Hartford Casualty Insurance Company A+ (XV)         29424           INSURER D: Trumbull Insurance Company A+ (XV)         29424           INSURER D: Trumbull Insurance Company A+ (XV)         27120           INSURER D: Trumbull Insurance Company A+ (XV)         27120           INSURER E:         Continental Casualty Company (CNA) A, XV         20443           INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD         INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.           VBR         POLICY NUMBER         POLICY EFF         POLICY EFF           42UUNNI6224         10/23/2019         10/23/2020         EACH OCCURENCE         \$ 1,000,000           MMCDDYYYY)         MMCDDYYYY)         LIMITS         \$ 1,000,000           42UENNI6305         10/23/2019         10/23/2020         BODILY INJURY (Per person)         \$ 1,000,000           PRODUCTS - COMP/OP AGG         2,000,000         \$ 0,000,000         \$ 0,000,000         \$ 0,000,000           PROPERTY DAMAGE         1,0023/2020         BODILY INJURY (Per accident)	Misurer (3) AFFORDING COVERAGE     MAIL #       INSURER (3) AFFORDING COVERAGE     MAIL #       INSURER 3: Hartford Underwriters Insurance Company A+ (XV)     30104       NSURER 2: Hartford Casualty Insurance Company A+ (XV)     29459       INSURER 2: Hartford Casualty Insurance Company A+ (XV)     29459       INSURER 2: Turnbull Insurance Company A+ (XV)     29459       INSURER 2: Turnbull Insurance Company A+ (XV)     29424       NUMER 2: Turnbull Insurance Company A+ (XV)     29424       INSURER 2: Turnbull Insurance Company A+ (XV)     29424       INSURE 2: Continental Casualty Company (CNA) A, XV     20443       INSURE 2: Continental Casualty Company A+ (XV)     29424       INSURE 2: Continental Casualty Company A+ (XV)     29424       INSURE 2: Continental Casualty Company A+ (XV)     2043       INSURE 2: Continental Casualty Company A+ (XV)     29424       INSURE 2: Continental Casualty Company A+ (XV)     29424       INSURE 2: Continental Casualty Company A+ (XV)     2043       INSURE 2: Continental Casualty Company A+ (XV)     2043       Continental Casualt						E-MAIL	$\frac{1}{2}$ admin@	amesqoual		(100) (	
INSURER A : Hartford Underwriters Insurance Company A+ (XV)       301         INSURER A : Hartford Underwriters Insurance Company A+ (XV)       294         INSURE B : Twin City Fire Insurance Company A+ (XV)       294         INSURER C : Hartford Casualty Insurance Company A+ (XV)       294         INSURER C : Hartford Casualty Insurance Company A+ (XV)       294         INSURER C : Hartford Casualty Insurance Company A+ (XV)       294         INSURER C : Hartford Casualty Insurance Company A+ (XV)       294         INSURER D : Trumbull Insurance Company A+ (XV)       294         INSURER D : Continental Casualty Company (CNA) A, XV       204         INSURER E : Continental Casualty Company (CNA) A, XV       204         INSURER E : Continental Casualty Company (CNA) A, XV       204         INSURER D : Trumbull Insurance Company A+ (XV)       294         INSURER E : Continental Casualty Company (CNA) A, XV       204         INSURER D : Trumbull Insurance Company A+ (XV)       204         INSURER E : Continental Casualty Company (CNA) A, XV       204         INSURER E : Continental Casualty Company (CNA) A, XV       204         INSURER C : Hartford Casualty Insurance Company A+ (XV)       204 <td< td=""><td>INSURER A: Hartford Underwriters Insurance Company A+ (XV)       30104         INSURER B: Twin City Fire Insurance Company A+ (XV)       29459         INSURER C: Hartford Casualty Insurance Company A+ (XV)       29424         INSURER C: Hartford Casualty Insurance Company A+ (XV)       29424         INSURER C: Company A+ (XV)       20443         INSURER C: Company A+ (XV)       20443         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD         INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO AHLCH THIS         INMITS POLICY NUMBER         INMITS         INMITS         INMITS         INMITS         INMITS         INMITS         INMITS</td><td>Insurer A : Hartford Underwriters Insurance Company A+ (XV)         30104           INSURER B : Twin City Fire Insurance Company A+ (XV)         29459           Suite 200         Forese and Nichols, Inc. 4055 International Plaza Suite 200         Insurer c : Hartford Casualty Insurance Company A+ (XV)         27120           Insurer c : Continental Casualty Insurance Company A+ (XV)         20443         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company Contract Cord Cord Contract Cord Cord Cord Cord Cord Cord Cord Cord</td><td></td><td></td><td></td><td></td><td></td><td>ADDRE</td><td></td><td></td><td></td><td></td><td></td></td<>	INSURER A: Hartford Underwriters Insurance Company A+ (XV)       30104         INSURER B: Twin City Fire Insurance Company A+ (XV)       29459         INSURER C: Hartford Casualty Insurance Company A+ (XV)       29424         INSURER C: Hartford Casualty Insurance Company A+ (XV)       29424         INSURER C: Company A+ (XV)       20443         INSURER C: Company A+ (XV)       20443         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD         INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO AHLCH THIS         INMITS POLICY NUMBER         INMITS         INMITS         INMITS         INMITS         INMITS         INMITS         INMITS	Insurer A : Hartford Underwriters Insurance Company A+ (XV)         30104           INSURER B : Twin City Fire Insurance Company A+ (XV)         29459           Suite 200         Forese and Nichols, Inc. 4055 International Plaza Suite 200         Insurer c : Hartford Casualty Insurance Company A+ (XV)         27120           Insurer c : Continental Casualty Insurance Company A+ (XV)         20443         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company (CNA) A, XV         20443           Insurer c : Continental Casualty Company Contract Cord Cord Contract Cord Cord Cord Cord Cord Cord Cord Cord						ADDRE					
INSURED         INSURED         INSURED         INSURE B : Twin City Fire Insurance Company A+ (XV)       294         INSURER E: Twin City Fire Insurance Company A+ (XV)       294         INSURER C: Hartford Casualty Insurance Company A+ (XV)       294         INSURER C: Hartford Casualty Insurance Company A+ (XV)       294         INSURER C: Hartford Casualty Insurance Company A+ (XV)       294         INSURER C: Hartford Casualty Insurance Company A+ (XV)       294         INSURER C: Hartford Casualty Company (CNA) A, XV       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURANCE       Insurance Company A+ (XV)       204         INSURANCE       Insurance Company A+ (XV)       204         INSURANCE       Insura	INSURER B: Twin City Fire Insurance Company A+ (XV)       29459         INSURER C: Hartford Casualty Insurance Company A+ (XV)       29424         INSURER C: Hartford Casualty Insurance Company A+ (XV)       29424         INSURER C: Trumbull Insurance Company A+ (XV)       20443         INSURER C: Trumbull Insurance Company A+ (XV)       20443         INSURER C: Continental Casualty Company (CNA) A, XV       20443         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD         INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,         POLICY VEF       POLICY EFF       POLICY EFF       1,000,000         ACH OCCURRENCE       \$       1,000,000       PREMESTED SLG accurrence)	NSURED     INSURED     INSURER B :: Twin City Fire Insurance Company A + (XV)     29459       NSURER 0: Trumbull Insurance Company A + (XV)     29459       NSURER 0: Trumbull Insurance Company A + (XV)     29424       NSURER 0: Trumbull Insurance Company A + (XV)     29424       NSURER 0: Trumbull Insurance Company A + (XV)     29424       INSURER 0: Trumbull Insurance Company A + (XV)     29424       Insurance Company A + (XV)     29424       Insurance Company A + (XV)     29439       Insurance Company A + (XV)     29439       Insurance Company A + (XV)     29424       Insurance Company A + (XV)     29439       Insurance Company A + (XV)     Insurance Company A + (XV) <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>											
Freese and Nichols, Inc. 4055 International Plaza Suite 200 Fort Worth, TX 76109       INSURER C: Hartford Casualty Insurance Company A+ (XV)       294         INSURER D: Trumbull Insurance Company A+ (XV)       271         INSURER D: Trumbull Insurance Company A+ (XV)       204         INSURE D: Trumbull Insurance Company A+ (XV)       204         INSURE D: Trumbull Insurance Company A+ (XV)       204         INSURER D: Trumbull Insurance Company A+ (XV)       204         INSURANCE       INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSUR	INSURER C : Hartford Casualty Insurance Company A+ (XV)       29424         INSURER D : Trumbull Insurance Company A+ (XV)       27120         INSURER D : Trumbull Insurance Company A+ (XV)       20443         INSURER E : Continental Casualty Company (CNA) A, XV       20443         INSURER E : Continental Casualty Company (CNA) A, XV       20443         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO WHICH THIS SUN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         UWR         POLICY NUMBER       POLICY EFF (MM/DD/YYYY)       POLICY EFF (MM/DD/YYYY)       POLICY EFF (MM/DD/YYYY)         42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$ 1,000,000         MED EXP (Any one person)       \$ 10/23/2019       10/23/2020       MED EXP (Any one person)       \$ 10,000,000         VERMISES (Eacourterice)       \$ 2,000,000       \$       \$       PRODUCTS - COMP/OP AGG       \$ 2,000,000         PRODUCTS - COMP/OP AGG       \$ 2,000,000       \$       \$       PRODUCTS - COMP/OP AGG       \$ 2,000,000         PRODUCTS - COMP/OP AGG       \$ 2,000,000       \$       \$       PROPERTY DAMAGE       \$ 2,000,000	Freese and Nichols, Inc. 4065 International Plaza Suite 200 Fort Worth, TX 76109       INSURE C: Hartford Casualty Insurance Company A+ (XV) 29424 INSURE D: Trumbull Insurance Company A+ (XV) 27120 INSURE D: Trumbull Insurance Company A+ (XV) 20443 INSURE D: Trumbull Insurance Company A+ (XV) 20443 INSURE D: Trumbull Insurance Company A+ (XV) 20443       COVERAGES       CENTIFICATE NUMBER:       COVERAGES       CENTIFICATE NUMBER:       CENTIFICATE NUMBER:       THAT THE POLICIS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LINE INSURANCE LISTED BELOW HAVE BEEN REDUCED BY PAID CLAIMS.       REVISION NUMBER       REVISION CONDITIONS OF SUCH POLICY PERIOD       NTPE OF INSURANCE LISTED BELOW HAVE BEEN REDUCED BY PAID CLAIMS.       NOT WITH ESTANDING ON DEPENTAINT SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.       REVISION NUMBER       MINODONYY       LINITS GOL POLICY NUMBER       OPOLICY INVIGO POLICY NUMBER       OPOLICY INV										. ,	
4055 International Plaza Suite 200 Fort Worth, TX 76109       Insurance Company A+ (XV)       271         INSURER D: Trumbull Insurance Company A+ (XV)       204         INSURER E: Continental Casualty Company (CNA) A, XV       204         INSURER E:       Insurance Company A+ (XV)       204         INSURER E:       Insurance Company A+ (XV)       204         INSURER E:       Insurance Company (CNA) A, XV       204         INSURER E:       INSURER E:       Insurance Company (CNA) A, XV       204         INSURER E:       INSURER E:       INSURER E:       Insurance Company (CNA) A, XV       204         INSURER E:       INSURER E:       INSURER E:       Insurance Company (CNA) A, XV       204         INSURATION CONSTRUCTIONS AND CONDITIONS OF SUCH POLICIES INSURANCE       INSURATION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE EXClusions AND CONDITIONS OF SUCH POLICY INSURANCE       Insurance Comp	INSURER D : Trumbull Insurance Company A+ (XV)       27120         INSURER E : Continental Casualty Company (CNA) A, XV       20443         INSURER F :         ATE NUMBER:         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD EMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS SUN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         UWR         POLICY EFF          1,000,000	4055 International Plaza Suite 200 Fort Worth, TX 76109       Imsurer 0: Trumbull Insurance Company A+ (XV)       2042: 2043         Mourer 0: Trumbull Insurance Company (CNA) A, XV         OUVERAGES         COVERAGES         CENTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMEO ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTACT OR OTHER DOCUMERT 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 SHOWM MAY HAVE BEEN REDUCED BY PAID LARMS.         REF       CLAIMS-MADE       ADDI BURER D. TRUMPARANCE       POLICY PRE OF INSURANCE       1,000,00 PARAGE TO RENTED         A       COMMERCIAL GENERAL LIABILITY       42UUNNI6224       10/23/2019       10/23/2019       10/23/2019         B       AUTOMOBILE LIABILITY AUTOS ONLY       SCHEDULED AUTOS ONLY       SCHEDULED AUTOS ONLY       42UENNI6305       10/23/2019       10/23/2019       10/23/2020         B       AUTOMOBILE LIABILITY AUTOS ONLY       SCHEDULED AUTOS ONLY       SC	INSU										
Nource c: Continental Casualty Company (CNA) A, XV       204         Nourer E : Continental Casualty Company (CNA) A, XV       204         Insurer F :       Coverages       Certificate numbers       Revision numbers         This is to certify that the policies of insurance listed below have been issued to the insured named above for the policies of any contract or other document with respect to whit certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.       Policy EXP       Policy EXP <th< td=""><td>INSURER E : Continental Casualty Company (CNA) A, XV       20443         INSURER F :         ATE NUMBER:         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD EMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NAM, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ESS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         UBR       POLICY EFF (MM/DD/YYY)       POLICY EFF (MM/DD/YYY)       LIMITS         42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE \$ 1,000,000         MED EXP (Any one person)       \$ 10,000,000       BAMAGE TO RENTED \$ 1,000,000         42UENNI6305       10/23/2019       10/23/2020       S         42UENNI6305       10/23/2019       10/23/2020       S         42UENNI6305       10/23/2019       10/23/2020       S       S         42UENNI6305       10/23/2019       10/23/2020       S       S</td><td>Insurer E: Continental Casualty Company (CNA) A, XV     20443       Insurer E: Continental Casualty Company (CNA) A, XV     20443       Insurer E: Continental Casualty Company (CNA) A, XV       COVERAGES       CERTIFICATE NUMBER:       REVISION NUMBER:       This is to CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED to THE INSURANCE TO OTHER DOCUMENT WITH RESPECT TO WHICH THIS, ESCUED OR THAY PERTAIN. 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NER       OULY TYPE OF INSURANCE       OULY NUMBER       OULY INTERVENCE       OULY INTERVENCE</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>/</td><td>-</td></th<>	INSURER E : Continental Casualty Company (CNA) A, XV       20443         INSURER F :         ATE NUMBER:         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD EMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NAM, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ESS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         UBR       POLICY EFF (MM/DD/YYY)       POLICY EFF (MM/DD/YYY)       LIMITS         42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE \$ 1,000,000         MED EXP (Any one person)       \$ 10,000,000       BAMAGE TO RENTED \$ 1,000,000         42UENNI6305       10/23/2019       10/23/2020       S         42UENNI6305       10/23/2019       10/23/2020       S         42UENNI6305       10/23/2019       10/23/2020       S       S         42UENNI6305       10/23/2019       10/23/2020       S       S	Insurer E: Continental Casualty Company (CNA) A, XV     20443       Insurer E: Continental Casualty Company (CNA) A, XV     20443       Insurer E: Continental Casualty Company (CNA) A, XV       COVERAGES       CERTIFICATE NUMBER:       REVISION NUMBER:       This is to CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED to THE INSURANCE TO OTHER DOCUMENT WITH RESPECT TO WHICH THIS, ESCUED OR THAY PERTAIN. 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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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         INSR LTR       TYPE OF INSURANCE       ADDISUBR INSD       POLICY NUMBER       POLICY FF POLICY EXP (MM/DD/YYYY)       LIMITS         A       X       COMMERCIAL GENERAL LIABILITY       42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$         GENIL AGGREGATE LIMIT APPLIES PER: POLICY       POLICY       PRO- UTHER:       LOC       \$       \$         B       AUTOMOBILE LIABILITY       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	ATE NUMBER:       REVISION NUMBER:         INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD EMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         UBR       POLICY EFF (MM/DD/YYY)       LIMITS         42UUNNI6224       10/23/2019       10/23/2020         MED EXP (Any one person)       \$       1,000,000         PREMISES (Ea accurrence)       \$       1,000,000         BODILY INJURY       \$       1,000,000         BODILY INJURY (Per person)       \$       1,000,000         BODILY INJURY (Per accident)       \$       \$         BODILY INJURY (Per accident)       \$       \$         PROPERTY DAMAGE       \$       \$       \$         BODILY INJURY (Per accident)       \$       \$	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 ALL THE TERMS. CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADI CLAIMS.           NTR         TYPE OF INSURANCE         ADD BURR INSURANCE         ADD BURR INSURANCE         POLICY NUMBER         POLICY FFF INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INTE OF INSURANCE         LIMITS           A         COMMERCIAL GENERAL LIABILITY A         ADD BURR INSURANCE         ADD BURR INSURANCE         POLICY NUMBER         POLICY VEFF INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INMODOTYPY INTE OF INSURANCE         LIMITS           B         AUTOMOBILE LIABILITY A ANY AUTO OWNED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED INTERLA LIAB INTER SCHEDULED INTERLA LIAB INTA INTA         AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED AUTOS ONLY INTER SCHEDULED INTERLA LIAB INTERLA LI		Fort Worth, TX 76109				INSURE	R E : Contine	ental Casua	Ity Company (CNA) A	4, XV	20443
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY         INDICATED.       NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI         CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE       EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         INSR       TYPE OF INSURANCE       ADDL SUBR       POLICY EFF       POLICY EFF       POLICY EXP       POLICY EXP         A       X       COMMERCIAL GENERAL LIABILITY       42UUNNI6224       10/23/2019       10/23/2019       10/23/2019       EACH OCCURRENCE       \$         GENIL AGGREGATE LIMIT APPLIES PER:       POLICY       X       JECT       LOC       \$       \$         B       AUTOMOBILE LIABILITY       42UENNI6305       10/23/2019       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD EMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. URR POLICY NUMBER POLICY EFF (MM//DD/YYYY) LIMITS 42UUNNI6224 10/23/2019 10/23/2020 EACH OCCURRENCE \$ 1,000,000 PREMISES (Ea occurrence) \$ 1,000,000 PREMISES (Ea occurrence) \$ 1,000,000 PREMISES (Ea occurrence) \$ 10,000,000 PREMISES (Ea occurrence) \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROPERTY DAMAGE TO PRESON \$ BODILY INJURY (Per person) \$ BODILY INJURY (PER occident) \$ PROPERTY DAMAGE \$ PROP	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 OF INSURANCE AFORDED BY THE POLICY EXECUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         NR       TYPE OF INSURANCE       ADDLSUBPT       POLICY NUMBER       POLICY RF       POLICY PERIOD         NR       TYPE OF INSURANCE       INSD WVD       POLICY NUMBER       POLICY PERIOD       POLICY PERIOD         CLAIMS-MADE       X       COMBINED SINGLE LIMITS       ADDLSUBPT       POLICY PR       POLICY PR         GENIL AGGREGATE LIMIT APPLIES PER:       POLICY X       POLICY X       POLICY X       PRODUCTS - COMPIOP AGG       2,000,000         GENIL AGGREGATE LIMIT APPLIES PER:       POLICY X       GENIL AGGREGATE LIMIT Y       42UENNI6305       10/23/2019       10/23/2019       10/23/2020       BODILY INUURY (Per accident)       \$         AVTOROBILE LIABILITY       ANY AUTO       ANY AUTO       ANY AUTO       SCHEDULED       42UENNI6305       10/23/2019       10/23/2020       BODILY INUURY (Per accident)       \$         MURDER COMPRET       ANY AUTO       ANY AUTO       ANY AUTO       SCHEDULED       42UENNI6305       10/23/2019       10/23/2020       BODILY INUURY (PER accident)						INSURE	RF:				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR TYPE OF INSURANCE ADDI. SUBPORTION OF ANY POLICY NUMBER POLICY FOR POLICY PROVED AND CLAIMS. A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PECT LOC OTHER: B AUTOMOBILE LIABILITY X ANY AUTO 42UENNI6305 10/23/2019 10/23/2020 BODILY INJURY (Per person) \$	EMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS NAN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         UND       POLICY NUMBER       POLICY EFF (MM/DD/YYYY)       POLICY EXP (MM/DD/YYYY)       LIMITS         42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$ 1,000,000         MED EXP (Any one person)       \$ 10,000,000       BERAL AGGREGATE       \$ 2,000,000         GENERAL AGGREGATE       \$ 2,000,000       BED EXP (Any one person)       \$ 10,000,000         VID       10/23/2019       10/23/2020       COMBINED SINGLE LIMIT       \$ 1,000,000         42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$         42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$         BODILY INJURY (Per person)       \$       BODILY INJURY (Per person)       \$         BODILY INJURY (Per accident)       \$       PROPERTY DAMAGE       \$         PROPERTY DAMAGE       \$       \$       \$       \$         COMBINED SINGLE LIMIT       \$       \$       \$       \$         42UENNI6305       10/23/2020       \$       \$       \$         BODILY INJURY (Per person	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 THE POLICY BESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICY EFF MIND WORD TYPE OF INSURANCE MOBILES IN THE INSURANCE AFFORDED BY THE POLICY SET CLAIMS-MADE X OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY X BECT LOC OTHER: B AUTOMOBILE LIABILITY ANY AUTO OWNED ONLY ANT SCHLED AUTOMOBILE LIABILITY ANY AUTO OWNED ONLY ANT SCHLED AUTOMOBILE LIABILITY ANY AUTO OWNED ONLY ANT SCHLED AUTOMOBILE LIABILITY ANY SCHLED AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY ANY SCHLED AUTOMOBILE LIABILITY ANY SCHLED AUTOMOBILE LIABILITY ANY SCHLED AUTOMOBILE LIABILITY ANY SCHLED AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY ANY SCHLED AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY AUTOMOBILIE AUTOMOBILIE LIABILITY AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE AUTOMOBILIE A	CO	/ERAGES CER	TIFI	CATE	E NUMBER:				REVISION NUMBER:		
LTR       TTPE OF INSURANCE       INSD       WVD       POLICY NUMBER       (MM/DD/YYYY)       (MM/DD/YYYY)       LIMITS         A       X       COMMERCIAL GENERAL LIABILITY       INSD       WVD       POLICY NUMBER       10/23/2019       10/23/2019       10/23/2020       EACH OCCURRENCE       \$         CLAIMS-MADE       X       OCCUR       42UUNNI6224       10/23/2019       10/23/2019       10/23/2020       MED EXP (Any one person)       \$         GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY       X       PRO-       LOC       S         POLICY       X       JECT       LOC       Intervention       S       S         B       AUTOMOBILE LIABILITY       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	WD         POLICY NUMBER         (MM/DD/YYYY)         (MM/DD/YYYY)         LIMITS           42UUNNI6224         10/23/2019         10/23/2020         EACH OCCURRENCE         \$         1,000,000           DAMAGE TO RENTED         \$         1,000,000         PREMISES (Ea occurrence)         \$         10,000           MED EXP (Any one person)         \$         10,000,000         PRESONAL & ADV INJURY         \$         1,000,000           PRODUCTS - COMP/OP AGG         \$         2,000,000         \$         \$         \$           42UENNI6305         10/23/2019         10/23/2020         EACH OCCURRENCE         \$         1,000,000           PRODUCTS - COMP/OP AGG         \$         2,000,000         \$         \$         \$           42UENNI6305         10/23/2019         10/23/2020         BODILY INJURY (Per person)         \$         \$           BODILY INJURY (Per accident)         \$         \$         \$         \$         \$           42VHUB11257         10/23/2019         10/23/2020         \$         \$         \$         \$	The Drive of Misokarde       INSD       WOD       Polici Number       (MM/DD/YYY)       (MM/DD/YYY)       Limits         A       X       commercial general Liability       42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       1,000,00         Genvia Aggregate       X       commercial general Liability       42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       1,000,00         Genvia Aggregate       X       commercial general Liability       1,000,00       General Aggregate       \$       2,000,00         Genvia Aggregate       Loc       othere       \$       10/023/2019       10/23/2019       10/23/2020       General Aggregate       \$       1,000,00         Genvia Bab       Automobile Liability       Automobile Liability       \$       \$       \$       \$       \$       \$         Multiple       Autoros only       Autoros only       Autoros only       Autoros only       \$	IN CE	DICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUI PER POLI	IREM TAIN CIES	ENT, TERM OR CONDITIO , THE INSURANCE AFFORI . LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRAC	CT OR OTHER	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS
A       X       COMMERCIAL GENERAL LIABILITY       EACH OCCURRENCE       \$         CLAIMS-MADE       X       OCCUR       42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$         MED       CLAIMS-MADE       X       OCCUR       42UUNNI6224       10/23/2019       10/23/2020       MED EXP (Any one person)       \$         MED       EACH OCCURRENCE       \$       MED EXP (Any one person)       \$       \$         GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY       X       PRO- JECT       LOC       \$         OTHER:       OTHER:       Image: Composition of the content of the c	42UUNNI6224       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       1,000,000         MAGE TO RENTED PREMISES (Ea occurrence)       \$       1,000,000         MED EXP (Any one person)       \$       10,000         PERSONAL & ADV INJURY       \$       1,000,000         GENERAL AGGREGATE       \$       2,000,000         PRODUCTS - COMP/OP AGG       \$       2,000,000         BODILY INJURY (Per person)       \$       1,000,000         BODILY INJURY (Per person)       \$       1,000,000         BODILY INJURY (Per accident)       \$       PROPERTY DAMAGE         PROPERTY DAMAGE       \$       \$         PROPERTY DAMAGE       \$       \$         A2XHUBRI257       10/23/2019       10/23/2020	A       X       COMMERCIAL GENERAL LIABILITY       AUTOS       CLAIMS-MADE       X       OCCUR       10/23/2019       10/23/2019       10/23/2019       EACH OCCURRENCE       \$       1,000,000         GENUL AGGREGATE LIMIT APPLIES PER:       POLICY       X       PERSONAL & ADV INJURY       \$       1,000,000         GENUL AGGREGATE LIMIT APPLIES PER:       LOC       POLICY       X       PEC       LOC       S         MOTHER:       AUTOMOBILE LIABILITY       LOC       S       S       S       S         B       AUTOMOBILE LIABILITY       AUTOS ONLY       AUTOS       S       10/23/2019       10/23/2019       10/23/2020       BODILY INJURY (Per person)       S         C       X       ANY AUTO       SCHEDULED       AUTOS ONLY       AUTOS       S       S         MURDS ONLY       AUTOS ONLY       AUTOS       AUTOS       S       S       S         C       X       INBRELLA LIAB       X       OCCUR       S       S       S         DED       X       RETENTION S       10,000,000       AUTOS       S       S       S         DED       X       RETENTION S       10,000,000       AUTOS       S       S       S		TYPE OF INSURANCE					POLICY EFF	POLICY EXP	LIMI	rs	
CLAIMS-MADE       X       OCCUR       42UUNNI6224       10/23/2019       10/23/2020       DAMAGE TO RENTED SERIES (Ea occurrence)       \$         GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY       X       PRO- JECT       LOC       VICUAL       VICUAL       VICUAL       VICUAL       S         B       AUTOMOBILE LIABILITY       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	42UUNNI6224       10/23/2019       10/23/2020       DAMAGE TO RENTED PREMISES (Ea accurrence)       \$       1,000,000         MED EXP (Any one person)       \$       10,000       MED EXP (Any one person)       \$       10,000         PREMISES (Ea accurrence)       \$       1,000,000       PERSONAL & ADV INJURY       \$       1,000,000         GENERAL AGGREGATE       \$       2,000,000       PRODUCTS - COMP/OP AGG       \$       2,000,000         PRODUCTS - COMP/OP AGG       \$       2,000,000       \$       \$       \$         42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$       \$         BODILY INJURY (Per person)       \$       \$       \$       \$       \$       \$         42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$       \$       \$         BODILY INJURY (Per accident)       \$       \$       \$       \$       \$       \$         42VHUB11257       10/23/2019       10/23/2020       \$       \$       \$       \$       \$	CLAIMS-MADE       X       OCCUR         42UUNNI6224       10/23/2019       10/23/2020       DAMAGE TO RENTED AMAGE TO RENTED SCHEDULED       \$         1,000,00 MED EXP (Any one person)       \$         1,000,00 MED EXP (Any one person)       \$         10,00,00 MED EXP (Any one person)       \$         10,000,00 MED EXP (Any one person)       \$         \$		X COMMERCIAL GENERAL LIABILITY					,	,	EACH OCCURRENCE	\$	1,000,000
MED EXP (Any one person)       \$         MED EXP (Any one person)       \$         PERSONAL & ADV INJURY       \$         GENL AGGREGATE LIMIT APPLIES PER:       POLICY         POLICY       X         PRO-       LOC         OTHER:       \$         AUTOMOBILE LIABILITY       \$         X       ANY AUTO         42UENNI6305       10/23/2019       10/23/2020         BODILY INJURY (Per person)       \$	42UENNI6305         10/23/2019         10/23/2020         10/23/	GENLA AGGREGATE LIMIT APPLIES PER:       GENLA AGGREGATE LIMIT APPLIES PER:       1,000,00         POLICY       X       PRO- OTHER:       LOC       S         B       AUTOMOBILE LIABILITY       LOC       S         VONED       SCHEDULED       AUTOS       S         AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       S         HED       AUTOS ONLY       AUTOS ONLY       SCHEDULED       S         C       X       UMBRELLA LIAB       X       OCCUR       S         Excess LIAB       CLAIMS-MADE       42XHUBI1257       10/23/2019       10/23/2020       EACH OCCURRENCE       \$         D       WORERS COMPRESATION AND EMPLOYERS' LIABILITY       N / A       42WBCU2821       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       0,000,00         C       X       IMBRELLA LIAB       X       OCCUR       \$       \$       0,000,00         VORKERS COMPENSATION MADE EMPLOYERS' LIABILITY       N/ A       42WBCU2821       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       10,000,00         VORKERS COMPENSATION MADE EMPLOYERS' LIABILITY       N / A       42WBCU2821       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       10,000,00		CLAIMS-MADE X OCCUR			42UUNNI6224		10/23/2019	10/23/2020	DAMAGE TO RENTED		1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY X PRO-       PERSONAL & ADV INJURY       \$         GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY X PRO-       GENERAL AGGREGATE       \$         POLICY X PRO-       LOC       PRODUCTS - COMP/OP AGG       \$         OTHER:       S       \$       \$         X ANY AUTO       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	42UENNI6305         10/23/2019         10/23/2020         10/23/	GENL AGGREGATE LIMIT APPLIES PER:       PRO- POLICY X JECT LOC       LOC         OTHER:       DOUTOS ONLY       LOC         AUTOMOBILE LIABILITY X ANY AUTOS ONLY       SCHEDULED AUTOS ONLY       AUTON         HRED AUTOS ONLY       SCHEDULED AUTOS ONLY       AUTON SONLY         HRED AUTOS ONLY       NON-OWNED AUTOS ONLY       AUTOS ONLY         DED X RETENTION \$ 10,000       CLAIMS-MADE         VORKERS COMPENSATION OFFICERMEMBER EXCLUDED?       Y/N NA MEMERLOYY IN MILTY         VORKERS COMPENSATION OFFICERMEMBER EXCLUDED?       Y/N (Mandadary in NF)         N/A       42WBCU2821											10,000
GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY X PRO-       GENERAL AGGREGATE       \$         POLICY X JECT       LOC       PRODUCTS - COMP/OP AGG       \$         OTHER:       S       \$         AUTOMOBILE LIABILITY       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	42UENNI6305         10/23/2019         10/23/2020         10/23/2020         S           BODILY INJURY (Per person)         \$           BODILY INJURY (Per accident)         \$           PROPERTY DAMAGE         \$           PROPERTY DAMAGE         \$           Indication         \$	GENL AGGREGATE LIMIT APPLIES PER:       POLICY X JECT LOC       COMPLEX       GENERAL AGGREGATE       \$ 2,000,000         OTHER:       OTHER:       B       AUTOMOBILE LIABILITY       \$       \$         X ANY AUTO       SCHEDULED       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per person)       \$         HRED       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per person)       \$         C       X UMBRELLA LIAB       X OCCUR       CLAIMS-MADE       42XHUBI1257       10/23/2019       10/23/2019       10/23/2020       EACH OCCURRENCE       \$ 10,000,000         D       WORKERS COMPENSATION & 10,000       ANT PROPRIETOR/PARTNER/EXECUTIVE N/AND EMPLOY/ERS' LIABILITY       Y/N       N/A       42WBCU2821       10/23/2019       10/23/2019       10/23/2020       AGGREGATE       \$ 10,000,000         ANY PROPRIETOR/PARTNER/EXECUTIVE (MADE MORE)       Y/N       N/A       42WBCU2821       10/23/2019       10/23/2020       X       PER       EL. EACH ACCIDENT       \$ 1,000,000         Higher excludeory in NH)       N/A       42WBCU2821       10/23/2019       10/23/2019       10/23/2020       EL. EACH ACCIDENT       \$ 1,000,000         EL. LOISEASE - POLICY LIMIT       N /A       42WBCU2821       10/23/2019       10/23/2019											1,000,000
POLICY       X       PRO- JECT       LOC       PRO- COMBINED SINGLE LIMIT       \$         B       AUTOMOBILE LIABILITY       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	42UENNI6305         10/23/2019         10/23/2020         10/23/2020         COMBINED SINGLE LIMIT (Ea accident)         \$           BODILY INJURY (Per person)         \$           BODILY INJURY (Per accident)         \$           PROPERTY DAMAGE (Per accident)         \$           BODILY INJURY (Per person)         \$           BODILY INJURY (Per accident)         \$	OEN LAGGREGATE LIMIT APPLIESTER.       9											2,000,000
OTHER:       \$         B       AUTOMOBILE LIABILITY         X       ANY AUTO         42UENNI6305       10/23/2019         10/23/2019       BODILY INJURY (Per person)	42UENNI6305         10/23/2019         10/23/2020         COMBINED SINGLE LIMIT         \$         1,000,000           BODILY INJURY (Per person)         \$         BODILY INJURY (Per person)         \$           BODILY INJURY (Per accident)         \$         \$         \$           A2XHUBI1257         10/23/2019         10/23/2020         \$	OTHER:       S         B       AUTOMOBILE LIABILITY       \$         X       ANY AUTO       SCHEDULED         AUTOS ONLY       AUTOS ONLY       AUTOS ONLY         HRED       AUTOS ONLY       AUTOS ONLY         AUTOS ONLY       42XHUBI1257         10/23/2019       10/23/2020         EACH OCCURRENCE       \$         ANY PROPRIETOR/PARTNER/EXECUTIVE <td></td>											
B       AUTOMOBILE LIABILITY       COMBINED SINGLE LIMIT (Ea accident)       \$         X       ANY AUTO       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	42UENNI6305         10/23/2019         10/23/2020         COMBINED SINGLE LIMIT (Ea accident)         \$         1,000,000           BODILY INJURY (Per person)         \$         BODILY INJURY (Per person)         \$           BODILY INJURY (Per accident)         \$         PROPERTY DAMAGE (Per accident)         \$           A2XHUBI1257         10/23/2019         10/23/2020         EACH OCCURRENCE         \$	B       AUTOMOBILE LIABILITY       X       ANY AUTO       \$       1,000,00         W       ANY AUTO       SCHEDULED       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per person)       \$         HRED       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per accident)       \$         W       HRED       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per accident)       \$         C       X       UMBRELLA LIAB       X       OCCUR       \$       \$       \$         Excess LIAB       CLAIMS-MADE       42XHUBI1257       10/23/2019       10/23/2020       \$       \$       \$         Ded       X       RETENTION \$       10,000       \$       \$       \$       \$       \$         ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH)       N / A       42WBCU2821       10/23/2019       10/23/2020       \$       \$       \$       \$         I /y vs. describe under DESCRIPTION ON OF PERATIONS below       N / A       42WBCU2821       10/23/2019       10/23/2020       10/23/2020       \$       \$       \$       \$       \$         I /y vs. describe under DESCRIPTION OF OPERATIONS below       N / A       42WBCU2821       10/23/2019       10/23/2020       \$ <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMP/OP AGG</td> <td></td> <td></td>									PRODUCTS - COMP/OP AGG		
X       ANY AUTO       42UENNI6305       10/23/2019       10/23/2020       BODILY INJURY (Per person)       \$	42UENNI6305 10/23/2019 10/23/2019 10/23/2019 10/23/2020 10/23/2020 10/23/2020 10/23/2020 10/23/2020 10/23/2020 EACH OCCURRENCE \$ 10,000,000 10,000,000 EACH OCCURRENCE \$ 10,000,000 10,	AUTOMOBILE LIABILITY       X       AUTOS       X       ANY AUTO       \$       (Ea accident)       \$       <	B								COMBINED SINGLE LIMIT	1	1 000 000
	BODILY INJURY (Per accident)         S           BODILY INJURY (Per accident)         \$           PROPERTY DAMAGE         \$           (Per accident)         \$           EACH OCCURRENCE         \$           10/23/2019         10/23/2020	OWNED AUTOS ONLY       SCHEDULED AUTOS ONLY       SCH										\$	1,000,000
	PROPERTY DAMAGE         \$           (Per accident)         \$           42YHUB1257         10/23/2019         10/23/2020	HRED AUTOS ONLY       NON-OWNED AUTOS ONLY       NON-OWNED AUTOS ONLY       NON-OWNED AUTOS ONLY       \$         C       X       UMBRELLA LIAB       X       OCCUR       \$         EXCESS LIAB       CLAIMS-MADE       CLAIMS-MADE       42XHUBI1257       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       10,000,000         Deb       X       RETENTION \$       10,000       *       *       \$       \$         NY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUTIVE (Mandatory in NH)       Y/N       N/A       42WBCU2821       10/23/2019       10/23/2020       X       PER STATUTE       OTH- EL. EACH ACCIDENT       \$       1,000,000         If yes, describe under DESCRIPTION OF OPERATIONS below       N/A       42WBCU2821       10/23/2019       10/23/2020       X       PER STATUTE       OTH- EL. DISEASE - EA EMPLOYEE       \$					42UENNI6305		10/23/2019	10/23/2020	BODILY INJURY (Per person)	\$	
	(Per accident) \$ (Per a	AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       \$         AUTOS ONLY       AUTOS ONLY       \$       \$         C       X       UMBRELLA LIAB       X       OCCUR       \$         EXCESS LIAB       CLAIMS-MADE       42XHUBI1257       10/23/2019       10/23/2020       AGGREGATE       \$       10,000,00C         Deb       X       RETENTION \$       10,000       \$       \$       \$       \$         MOY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH)       Y/N       N/A       42WBCU2821       10/23/2019       10/23/2020       X       PER_STATUTE       OTH-ER         If yes, describe under       UMBRE EXCLUEDE?       N/A       A2WBCU2821       10/23/2019       10/23/2020       X       PER_STATUTE       OTH-ER         E.L. EACH ACCIDENT       \$       1,000,00C       \$       \$       1,000,00C       \$         If yes, describe under       DESCRIPTION OF OPERATIONS below       N/A       42WBCU2821       10/23/2019       10/23/2020       X       PER_STATUTE       \$       1,000,00C         E.L. EACH ACCIDENT       \$       1,000,00C       E.L. DISEASE - EA EMPLOYEE \$       1,000,00C       E.L. DISEASE - POLICY LIMIT       \$       1,000,00C										\$	
AUTOS ONLY AUTOS ONLY \$	42XHUB1257 10/22/2019 10/22/2020 EACH OCCURRENCE \$ 10,000,000	C       X       UMBRELLA LIAB       X       OCCUR         EXCESS LIAB       CLAIMS-MADE       42XHUBI1257       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       10,000,000         Deb       X       RETENTION \$       10,000       42XHUBI1257       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       10,000,000         D       WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OFFICER/MEMBER EXCLUDED?       Y/N       N/A       42WBCU2821       10/23/2019       10/23/2020       EACH OCCURRENCE       \$       10,000,000         E.L.       EACH ACCIDENT       \$       1,000,000       \$       \$       10/23/2019       10/23/2020       EACH ACCIDENT       \$       10,000,000         If yes, describe under DESCRIPTION OF OPERATIONS below       N/A       42WBCU2821       10/23/2019       10/23/2020       EACH ACCIDENT       \$       1,000,000         E.L.       DISEASE - EA EMPLOYEE       \$       1,000,000       E.L.       DISEASE - POLICY LIMIT       \$       1,000,000									(Per accident)	\$	
	42YHUB1257 10/22/2010 10/22/2020 10/22/2020	Image: construct of the construction of the constructio	~									\$	40.000.000
	47XHUB1757 10/73/2019 10/23/2020 1 20 000 000	Image: Construction of the construc	C						4.0 /00 /00 / 0	4 0 10 0 10 0 0 0	EACH OCCURRENCE	\$	
AGGREGATE \$	AGGREGATE \$ 10,20,000	D       WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)       Y/N N/A       42WBCU2821       10/23/2019       10/23/2020       X       PER STATUTE       OTH- ER         Image: Comparison of the state of th					42XHUBI1257		10/23/2019 10/23/2020		AGGREGATE	\$	10,000,000
		AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		DED X RETENTION \$ 10,000								\$	
AND EMPLOYERS' LIABILITY		ANY PROPRIETOR/PARTNER/EXECUTIVE T/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	D	AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
		If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,00			N / A		42WBCU2821	10/23/2019	9 10/23/2020	E.L. EACH ACCIDENT	\$		
	42WBCU2821 10/23/2019 10/23/2020 E.L. EACH ACCIDENT \$ 1,000,000	If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000				N/A					E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT	42WBCU2821 10/23/2019 10/23/2020 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	E         Professional Liab.         AEH008214422         10/23/2019         10/23/2020         Per Claim         5,000,00		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
E Professional Liab. AEH008214422 10/23/2019 10/23/2020 Per Claim	42WBCU2821         10/23/2019         10/23/2020         10/23/2020         E.L. EACH ACCIDENT         \$         1,000,000           E.L. DISEASE - EA EMPLOYEE         \$         1,000,000         E.L. DISEASE - EA EMPLOYEE         \$         1,000,000						AEH008214422		10/23/2019	10/23/2020	Per Claim		5,000,000
	42WBCU2821         10/23/2019         10/23/2020         10/23/2020         E.L. EACH ACCIDENT         \$         1,000,000           E.L. DISEASE - EA EMPLOYEE         \$         1,000,000         E.L. DISEASE - EA EMPLOYEE         \$         1,000,000					<u> </u>						L	
D WORKERS COMPENSATION X PER UTH		AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE N/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	D	WORKERS COMPENSATION							X PER OTH-	+	
		If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,00					42WBCU2821		10/23/2019	10/23/2020	E.L. EACH ACCIDENT	\$	
	42WBCU2821 10/23/2019 10/23/2020 E.L. EACH ACCIDENT \$ 1,000,000	DÉSCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$	
DÉSCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$	42WBCU2821 10/23/2019 10/23/2020 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	E Professional Liab. AEH008214422 10/23/2019 10/23/2020 Per Claim 5,000,00		DÉSCRIPTION OF OPERATIONS below								\$	
	42WBCU2821         10/23/2019         10/23/2020         10/23/2020         E.L. EACH ACCIDENT         \$         1,000,000           E.L. DISEASE - EA EMPLOYEE         \$         1,000,000         E.L. DISEASE - POLICY LIMIT         \$         1,000,000		E	Professional Liab.			AERUU0214422		10/23/2019	10/23/2020			5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)	42WBCU2821       10/23/2019       10/23/2020       Image: Control of the second seco		PRO	FESSIONAL LIABILITY AGGREGATE L	IMIT:	\$10,	000,000						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000	42WBCU2821       10/23/2019       10/23/2020       10/23/2020       E.L. EACH ACCIDENT       \$ 1,000,00         E.L. DISEASE - EA EMPLOYEE       \$ 1,000,00         E.L. DISEASE - POLICY LIMIT       \$ 1,000,00         F.L. DISEASE - POLICY LIMIT       \$ 5,000,00	PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000	City	of Round Rock is included as Addition	al Ins	sured	with respect to General Li	ability,	Auto Liability	, and Umbre	Ila Liability when require	d by wr	itten contrac
City of Round Rock is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written	42WBCU2821       10/23/2019       10/23/2020       E.L. EACH ACCIDENT       \$ 1,000,000         E.L. DISEASE - EA EMPLOYEE       \$ 1,000,000         AEH008214422       10/23/2019       10/23/2020       Per Claim       5,000,000         ORD 101, Additional Remarks Schedule, may be attached if more space is required)       10,000,000       Teque is required	City of Round Rock is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract											
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City of Round Rock is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising ou operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto L	42WBCU2821       10/23/2019       10/23/2020       Image: text of tex of text of text of text of text of tex of text of text	City of Round Rock is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the Operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability,											
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General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising ou operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liubility and Workers Compensation policies in accordance with policy terms and conditions.         CERTIFICATE HOLDER       CANCELLATION         City of Round Rock       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVE ACCORDANCE WITH THE POLICY PROVISIONS.	42WBCU2821       10/23/2019       10/23/2020       Image: Constraint of the second s	City of Round Rock is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Auto Liability and Workers Compensation policies in accordance with policy terms and conditions.  CERTIFICATE HOLDER  City of Round Rock 221 East Main Street  City of Round Rock City of Ro		Round Rock, TX 78664									

AUTHORIZED REPRESENTATIVE

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