

EXHIBIT

A



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: STV INCORPORATED (“Engineer”)
ADDRESS: 13809 Research Boulevard, Suite 300, Austin, TX 78750
PROJECT: Northeast Downtown (NEDT) Phase 2

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2025 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for 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 Three Hundred Seventy-Eight Thousand Seven Hundred Three and 25/100 Dollars, (\$378,703.25). 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:

Dawn Scheel
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-6603
Fax Number N/A

Email Address dscheel@roundrocktexas.gov

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

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

Leah Collier
Sr Project Manager
13809 Research Boulevard, Suite 300
Austin, TX 78750
Telephone Number (512) 241-2206; (512) 217-0723
Fax Number N/A
Email Address leah.collier@stvinc.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

ARTICLE 22

INDEMNIFICATION

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 27 **COPYRIGHTS**

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

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 29 **SEVERABILITY**

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

ARTICLE 30 **PRIOR AGREEMENTS SUPERSEDED**

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Leah Collier
Sr Project Manager
13809 Research Boulevard, Suite 300
Austin, TX 78750

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to

perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

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

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

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

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

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


ARTICLE 34 **SIGNATORY WARRANTY**

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

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

[signature pages follow]

STV INCORPORATED

By: 
Signature of Principal
Printed Name: Robin Handel, Sr Vice President
September 17, 2025

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Ann Franklin, City Clerk

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

NEDT PHASE 2

I. The City will furnish to the Engineer the following information and/or perform the following tasks:

1. Provide any existing data the Owner has on file concerning the project, if available.
2. Assist with the coordination of any required public involvement.
3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
4. Provide existing plans and designs related to the project area and all intersecting streets, including pavement section, drainage facilities, sidewalks, wet and dry utilities, and any other related designs or plans.
5. Provide any available information related to known or planned land development project in the northeast downtown area which may impact the NEDT Phase 2 development.
6. Provide all available drainage and water quality documents and studies related to the northeast downtown area.
7. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
8. Meet on an as needed basis to answer questions, provide guidance and offer comment.
9. Provide construction inspection and construction testing services including coordination and scope of services.
10. Review submittals and provide comments.

EXHIBIT B

Engineering Services

NE Downtown (NEDT) Phase 2 Improvements Project East Main St. to Brushy Creek

The NE Downtown (NEDT) Phase 2 Improvements Project will build upon previous alternative efforts along the corridor. Boundary survey information from the NEDT Revitalization Project prepared by CP&Y. Inc., DBA STV Infrastructure (STV) will be used in this effort and expanded as necessary to include the project limits of Sheppard St., Fannin Ave., and Lewis St.

The Engineer shall develop a geometric layout and engineering schematic for Sheppard Street, extending north from E. Main St. to Fannin Ave., east on Fannin Ave. to Lewis St., north on Lewis St. turning east on Pecan Ave. to Veterans Park to highlight the best roadway and pedestrian options along the proposed nine blocks of the project. Proposed pedestrian facilities on the west side of the roadway will extend further northward to the edge of Brushy Creek, connecting to a planned pedestrian crossing of Brushy Creek by others.

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. ROUTE AND DESIGN STUDIES

A. ENVIRONMENTAL STUDY

1. Prepare an Environmental Constraints Memo

- (a) The Engineer will document the potential environmental constraints located within the project area. This shall include documentation of potential permitting that would be required to comply with Section 404 of the Clean Water Act, the Endangered Species Act, Texas Antiquities Act, and the National Historic Preservation Act, as necessary. Details of how each federal requirement is applicable would be detailed along with likely permits needed for ultimate construction of the project. Within the project area, sources include, but are not limited to – aerial photographs, soil surveys, USFWS National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps. Available desktop data will be used to map existing constraints within the project area, which will be field verified by conducting site visits. Any constraints identified within the project area will be documented in the Environmental Constraints Memo.

B. DATA COLLECTION

1. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.
2. Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development.
3. Gather and review information from the City including existing plans, project files, existing geometric conditions, existing typical sections, existing drainage facilities, culvert data and traffic data.
4. Obtain FEMA Flood insurance maps and corresponding studies relating to the project corridor.

C. SCHEMATIC LAYOUT DEVELOPMENT

1. Develop the roadway design criteria for the project to be discussed, revised and approved by the City. This set of criteria will then be complied and documented into a design criteria spreadsheet.
2. Prepare calculated horizontal geometrics for the project roadways. It is intended for the geometry to prioritize preserving the larger, older trees.
3. Prepare calculated vertical geometrics for the project roadways.
4. Develop configurations for one-way alley access for additional access along Sheppard St. It is anticipated the following roadway project will install stub outs at these locations.
5. Provide existing and proposed typical sections from the Downtown Improvement Plan (DIP) on project schematics for standard of reference.
6. Develop preliminary cross sections at 50' intervals along Sheppard St. and Fannin Ave. These cross sections will be for estimation of cut and fill quantities and to ensure improvements are contained within the ROW.
7. Develop configurations for on-street parking along Sheppard St. and Fannin Ave that follows the city's DIP.
8. Develop a layout for a parking lot at the Southeast corner of Sheppard St. and Fannin Ave.
9. Determine landscape wall limits for the project roadways. Walls shall be less than five (5) feet in height.
10. Consult with the city to show desired ultimate parklets in accordance with city development standards.
11. Designate intended pedestrian and cyclist routes. It is anticipated that these will be used for wayfinding design during the following roadway project.
12. Finalize Engineer's opinion of probable cost for the selected configuration.
13. Provide a conceptual Engineer's opinion of probable cost for proposed utility upgrades within the study limits.

14. Prepare project schematic plots for the project corridors. Plots will include required elements suitable for submission to the City. Depict the following on the schematic plot:
 - (a) The horizontal alignments will show bearings in the tangent sections and curve data, including – delta angles, PI stations, tangent lengths, length of curve, and radii. The plan views will show the centerline, edge of pavement, striping, lane widths, shoulder widths, cross slopes, superelevation's with transitions, direction of traffic flow, and layouts for speed change lanes.
 - (b) The vertical alignment will show existing and proposed elevations at 100-foot intervals, vertical curve VPI stations, curve lengths, superelevation rates and transitions, design speeds, and "K" values.
 - (c) Existing and proposed typical sections
 - (d) The existing apparent ROW limits and proposed ROW limits for selected configuration.
 - (e) Anticipated retaining wall locations (if any).
 - (f) Proposed striping. Small signs will not be developed at the schematic phase.
 - (g) Existing utility locations in plans emphasizing those which are in conflict with the proposed construction. Proposed utilities will not be shown. Utilities shown are from Level D SUE or from previous project efforts.
 - (h) Significant drainage structures (existing and proposed) as determined by the Hydrologic and Hydraulic report.
15. Final Deliverable items
 - (a) Two (2) paper copies of schematic plots.
 - (b) PDF version of schematic plots in electronic format.
 - (c) Probable cost of construction estimate.
 - (d) All (*.dgn) files – Mapping, utilities, design files, cross sections, schematic plots.
 - (e) Model files - (*.dat), (*.tin) files, etc.

D. HYDROLOGY AND HYDRAULIC ANALYSIS

1. Data Collection – Brushy Creek
 - (a) The Engineer will collect and review the existing hydrologic and hydraulic analyses including FEMA Flood insurance maps, existing models and corresponding studies relating to the project from FEMA and the City. The Engineer will conduct field investigations to observe existing channel characteristics. The Engineer will assess channel and overbank roughness values using field notes and photographs.
2. Preliminary Drainage Report
 - (a) Previous Round Rock downtown projects developed drainage reports and technical memorandums for part of the area of the project. Ensure project development is still consistent with previous assumptions and note changes that would warrant a new drainage report.
 - (b) Perform a hydrologic analysis of the project area.
 - (c) Develop preliminary storm sewer layout along the corridor to establish drainage and water quality approach for the project. Detailed analysis and plan production is not included in this phase of the project.

- (d) The intended analysis software will be OpenRoads Designer Drainage & Utilities. A StormCAD model may be prepared upon request.
- (e) Prepare a preliminary drainage report outlining the assumptions, methodology, and results of the above H&H analyses. The report will summarize the sizing and implications of the storm sewer layout and present intended approaches for stormwater runoff quantity (detention) and quality management (water quality).

E. WATER QUALITY

1. Preliminary Water Pollution Abatement Plan (WPAP) Preparation

(a) Project Setup and Data Review

Engineer will obtain and review available data on the existing and proposed roadway design and site geology, including engineering plans and geologic reports. An initial field visit will be conducted in order to inspect the site and identify and evaluate potential locations for water quality Best Management Practices (BMP's).

The geologic assessment performed during the NEDT project will be utilized.

(b) Pollutant Removal Calculations and Design of Water Quality BMPs

- (c) Engineer will calculate the required total suspended solids (TSS) pollutant load and recommend suitable permanent BMPs for water quality treatment that will include future offsite development that may drain to the project area and the project area itself. It is anticipated that structural BMP's such as a storm trooper will primarily be utilized. Recommended Best Management Practices will be in accordance with the TCEQ's technical guidance manual Complying with the Edwards Aquifer Rules – Technical Guidance on Best Management Practices (RG-348, July 2005) and addenda. The final deliverable will be a preliminary technical memorandum stating the water quality assumptions, BMP's analyzed and recommendations for water quality treatment needed related to the proposed roadway project.

A WPAP submittal package will not be completed or submitted to TCEQ under this work authorization.

- (d) For the purposes of this scope, it is assumed the proposed facilities will not serve regional or adjacent development treatment or detention, and that extensive coordination efforts in this regard will be handled by supplemental agreement.

NOTE: Previous efforts for the NEDT did not fully include drainage areas impacting this project area; therefore, a separate WPAP preparation is needed.

F. LANDSCAPE ARCHITECTURE

See exhibit "F" included at the end of this scope for the Landscape proposal from Studio 16:19 LLC.

II. SURVEYING SERVICES

(Survey information from the NEDT Project will be utilized where feasible). See exhibit "C" for a project estimate of surveying services.

A. TITLE RESEARCH

STV shall provide the professional and technical staff necessary to depict the right-of-way line along N. Sheppard Street between the north right-of-way line of E. Main Street to the north right-of-way line to Fannin Avenue, the right-of-way line along Fannin Ave. between N. Lampasas St. to N. Lewis St., the right-of-way line along N. Lewis St. from the north right-of-way line of E. Milam Ave. to the right-of-way line adjacent to Veterans Park, and the right-of-way line along Pecan Ave. from N. Lewis St. to Spring St. Additional right-of-way line depicted will be 250' east and west of N. Sheppard St. to include E. Milam Ave. and E. Anderson Ave., and also 250' south of Fannin Ave. to include N. Burnet St. and the alleyway between N. Burnet St. and N. Lewis St. We will utilize the current Williamson County Appraisal Records to obtain current deed and/or plat information along the right-of-way. We will analyze the right-of-way and work with Sheets & Crossfield, as needed.

B. TOPOGRAPHIC SURVEY

STV will provide the professional and technical staff necessary to perform a detailed topographic survey of the limits referenced above. The survey, at a minimum, will include topography, improvements, fences, visible utilities, identifiable appurtenances, drainage structures, etc. Surveyor will obtain flow line elevations & pipe sizes (if ascertainable) for each wastewater and storm drain manhole within the limits of the survey area. We will also submit a utility locate request to Texas811 for the segment along the roadway and survey in their markings. We will set four (4) horizontal control points within the limits of the survey and provide three (3) benchmarks. This survey will show property lines with a best fit to found property corners and record ownership lines. Replacement of missing property corners is not proposed.

C. SUBSURFACE UTILITY

All SUE services provided by STV for this project will be completed in conformance with the ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities".

Based upon our understanding of the project's requirements the general description of the scope of work involves STV researching available existing utility records (Quality Level D) Not to Exceed 30,000 LF with the objective of mapping the recorded location of existing underground utilities in the designated areas along the proposed locations of the DP to Main Street Connection and the Lawn at Brushy Creek conceptual site in Round Rock, TX. The area being investigated is identified in "orange" as shown on the Exhibit included as Attachment "D" to this proposal. To accomplish this scope of work STV will perform the following tasks:

1. As part of the Records Research effort STV will perform the following:
 - (a) Contact the applicable "one call" agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and Client.
 - (b) Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

- (c) Coordinate and investigate property owner information for the purpose of obtaining signed Right of Entry letters from property owners as required. This will include all coordination with property owners, and any assistance needed from the City.
 - (d) STV will utilize known survey control data from a previous project completed by STV. These will be confirmed and documented in the new topographic survey CAD file. If previous control is not recoverable or destroyed, STV will base off an additional City of Round Rock control monument data sheet.
2. STV will provide the following as final Deliverable(s) to the Client:
- (a) Prepare a simple drawing showing the Quality Level "D" existing utilities based on available records provided by each utility owner, within the work area.
 - (b) One (1) electronic AutoCAD file depicting all record utilities.
3. Client Shall Provide the following:
- (a) STV access to the job site for our equipment and personnel including permits or any other pertinent documentation, if needed. Any construction or clearing activities required for access to perform field services will be considered beyond the scope of this proposal.
 - (b) A project number, and a copy of any construction and/or utility records.
4. Schedule
- It will take an estimated ten (10) business days for the services described above to be completed. However, the schedule may be modified due to unforeseen circumstances due to the following: inclement weather, waiting for information from client, subcontractor availability, etc. In the event the schedule needs to change, STV will notify the Client and provide an updated schedule.
5. Basis For Compensation
- STV proposes to perform **research (QL "D")** utilizing our standard rates for an estimated total fee for this project is **\$19,196.00** as shown on exhibit "E." STV's estimate for this project can be seen in the attached Fee Schedule (Attachment "B"). All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.
6. Limitation of Warranty and Standard Care
- STV conducts utility investigations in accordance with ASCE/UESI/CI 38-22: Standard Guideline for Investigating and Documenting Existing Utilities. Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless visually exposed and surveyed, and then only at those specific exposed locations. STV warrants only that the services provided under this proposal will meet the prevailing standard of care and does not guarantee that all utilities can or will be identified, detected, or precisely mapped.

III. PUBLIC INVOLVEMENT

A. Outreach and Communications

1. STV will provide outreach to engage those that live near the project limits, travel in the area, and other groups and individuals that may be interested in the project. STV will coordinate with the City to gather existing contact lists, updating and maintaining a stakeholder database to include neighborhood contacts, landowners, City contacts, nearby businesses, elected/public officials, and any interested individuals. STV will assist the City with preparing timely and informative responses to stakeholder questions and comments, logging communication and outstanding action items in the database.
2. STV will coordinate with community groups, neighborhood associations, faith-based communities and local residents and businesses to share project information and updates. General outreach activities may include block-walking, phone calls, email blasts, and social media posts as directed by the City of Round Rock. Property owners and community groups that may be directly impacted by project outcomes will be contacted via mail and offered a one-on-one meeting with the project team or to arrange presence at a regularly scheduled group meeting. All meetings will be summarized with key takeaways and highlights of input.
 - (a) Develop and maintain a stakeholder database, including contact information and communication log
 - (b) Provide timely and informative responses to community inquiries and comments
 - (c) Conduct outreach to engage community groups, residents, and businesses
 - (d) Coordinate, facilitate, and document one-on-one or small group stakeholder meetings with potentially impacted property owners, community groups and local leadership (up to 5)

B. Public Meetings

The Engineer shall plan for and conduct two (2) public meetings for the project. The Engineer shall follow TxDOT requirements for public meetings.

1. Plan and prepare for public meeting
 - (a) Compile, maintain and update a mailing list of people, agencies and organizations interested in the project, including adjacent property owners.
 - (b) Arrange the site of the public meeting, including coordination of materials and staffing needed from the venue.
 - (c) Develop a public friendly plot of the project.
 - (d) Prepare sign-in sheets, comment forms, handouts, displays and exhibits.
 - (e) Provide wayfinding signage for the public meeting.
 - (f) Attend two (2) pre-meetings with the City to review all exhibits and other materials to be used prior to the public meeting.
2. Provide three (3) personnel to set up the facility and staff the public meeting, to assist in discussing the project and answer questions from the public.
3. Develop and submit a written summary of the public meeting to include the meeting notice, photographs of displays and set-ups, handouts distributed at the meeting, attendance sheets, comment forms, and responses to comments.
4. Deliverable(s)

- (a) Draft and Final public meeting notice, sign-in sheet, comment form, handout, displays and exhibits
- (b) Draft and Final Public Meeting Summary Report

IV. PROJECT MANAGEMENT

- A. Create and submit monthly invoices suitable for payment by the City.
- B. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
- C. Meet formally once a month with the City to review project progress.
- D. Prepare project meeting summaries for applicable meetings during the project development process.
- E. Meet with property owners, stakeholders, and the City staff as required through the project development process.
- F. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
- G. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants' activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
- H. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.

V. ADDITIONAL SERVICES

Services for the following shall be negotiated should it be determined they are required:

- A. Phase 1 Environmental Site Assessment / Environmental Investigations
- B. Geotechnical investigations not provided by the NEDT Project
- C. Final TCEQ WPAP or SCS documentation
- D. Project Manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- E. Roadway Construction Plans, including utility upgrade work as it is identified
- F. Utility Coordination

EXHIBIT C

Work Schedule

Attached Behind This Page



EXHIBIT D

Fee Schedule

Attached Behind This Page

NEDT Phase 2			
City of Round Rock			
Task Description			Total Cost
	<u>TOTAL LABOR COSTS</u>		
	I ROUTE AND DESIGN STUDIES		
		ENVIRONMENTAL STUDY	\$ 17,880.00
		DATA COLLECTION	\$ 23,030.00
		SCHEMATIC LAYOUT DEVELOPMENT	\$ 128,473.00
		HYDRAULICS & HYDROLOGY	\$ 32,366.00
		WATER QUALITY	\$ 19,210.00
	Subconsultant - 16:19	LANDSCAPE ARCHITECTURE	\$ 39,390.00
		Subtotal	\$ 260,349.00
	II SURVEYING SERVICES		
		SURVEYING SERVICES	\$ 35,980.00
		SUE	\$ 19,196.00
		Subtotal	\$ 55,176.00
	III PUBLIC INVOLVEMENT		
		PUBLIC INVOLVEMENT	\$ 41,888.00
		Subtotal	\$ 41,888.00
	IV PROJECT MANAGEMENT		
		PROJECT MANAGEMENT	\$ 19,240.00
		Subtotal	\$ 19,240.00
	SUBTOTAL LABOR EXPENSES		\$ 376,653.00
	STV	EXPENSES	\$ 2,050.25
	GRAND TOTAL		\$ 378,703.25

NEDT PHASE 2																
S																
STV																
Fee Schedule/Budget																
Project Phase	Task Description	Project Manager	Sr Structural Engr	Sr Engr	Structural Engineer	Design Engineer	EIT	Sr Engr Tech/CADD	CAD/GIS Technician	Admin/Clerical	Sr Envr Manager	Env Specialist	Biologist		Total Labor Hours	Total Direct Labor Costs
		\$270.00	\$245.00	\$235.00	\$185.00	\$175.00	\$129.00	\$152.00	\$105.00	\$95.00	\$285.00	\$150.00	\$135.00			
I	ROUTE AND DESIGN STUDIES															
A	ENVIRONMENTAL STUDY															
	Environmental Constraints Memo								40		8	40	40		128	\$ 17,880.00
																\$ 17,880.00
B	DATA COLLECTION															
	Records research and field investigations			10		40	40		32						122	\$ 17,870.00
	Right of Entry Data						40								40	\$ 5,160.00
																\$ 23,030.00
C	SCHEMATIC LAYOUT DEVELOPMENT															
	Develop design criteria			1		8	28								37	\$ 5,247.00
	Develop geometric configuration			2		24	60								86	\$ 12,410.00
	Prepare typical sections			2		24	60								86	\$ 12,410.00
	Develop cross sections			4		30	80								114	\$ 16,510.00
	Develop on-street parking options			1		16	30								47	\$ 6,905.00
	Develop Parking lot layout					20	40								60	\$ 8,660.00
	Consult with city to develop limits of parklets			4		24	16								44	\$ 7,204.00
	Develop ped & cyclist routing					16	8								24	\$ 3,832.00
	Develop Opinion of Probable Cost Estimates			4		40	30								74	\$ 11,810.00
	Coorindate with Landscape Arch.			1		8	20								29	\$ 4,215.00
	Develop schematic layouts	2		8		100	150								260	\$ 39,270.00
																\$ 128,473.00
D	HYDRAULICS & HYDROLOGY															
	Data Collection			1		8	24								33	\$ 4,731.00
	Preliminary Drainage Study			5		48	140								193	\$ 27,635.00
																\$ 32,366.00
E	WATER QUALITY															
	Preliminary WPAP Preparation			10		30	90								130	\$ 19,210.00
																\$ 19,210.00
III	PUBLIC INVOLVEMENT															
	Public Outreach															
	Develop Public Involvement Plan and update as needed	1		2			4								7	\$ 1,256.00
	Provide fact sheet and revise as necessary (up to 1)	1		2		8	6								17	\$ 2,914.00
	Prepare FAQs and revise as necessary (up to 1)	1		2		6	8								17	\$ 2,822.00
	Prepare project email updates (up to 3)	1		2		2									5	\$ 1,090.00
	Round Rock website	1		2		8	8								19	\$ 3,172.00
	Develop and maintain a stakeholder database			2		6	8								16	\$ 2,552.00
	Provide responses to community inquiries and comments	2		2		4	4								12	\$ 2,226.00
	businesses	2		8		12	24								46	\$ 7,616.00
	(up to 5)	2		12		12	16								42	\$ 7,524.00
																\$ 31,172.00
	Public Meetings															
	Plan and prepare for public meetings (2)	4				20	40		24		40	32			160	\$ 28,460.00
	Attend public meetings (2)	12					12				12				36	\$ 8,208.00
	Public Meeting Summary Report (2)	2									8	16			26	\$ 5,220.00
																\$ 41,888.00
IV	PROJECT MANAGEMENT															
	Project Administration & Coordination	12		60						20					92	\$ 19,240.00
	Sub Total	43	0	147	0	514	986	0	96	20	68	88	40	0	2,002	\$ 313,259.00

STV Survey Project Estimate

Sheppard Street- Topo & ROW Round Rock, Texas

Tasks	Classification	Hours	Rate	Cost	Totals
Project management	Project Manager	4	\$225.00	\$900	\$900
Project management	RPLS	6	\$175.00	\$1,050	\$1,050
Analyze boundary	RPLS	30	\$175.00	\$5,250	\$5,250
Analyze easements	RPLS	0	\$175.00	\$0	\$0
Review topo	RPLS	4	\$175.00	\$700	\$700
		0	\$175.00	\$0	\$0
Research boundary	Sr. CAD Technician	10	\$140.00	\$1,400	\$1,400
Deed Sketches	Sr. CAD Technician	10	\$140.00	\$1,400	\$1,400
Topo	Sr. CAD Technician	50	\$140.00	\$7,000	\$7,000
Manhole details	Sr. CAD Technician	5	\$140.00	\$700	\$700
Review manhole details	Sr. CAD Technician	1	\$140.00	\$140	\$140
SUE coordination	Sr. CAD Technician	3	\$140.00	\$420	\$420
Prepare descriptions	Sr. CAD Technician	0	\$2,500.00	\$0	\$0
Lane Closures	Sr. CAD Technician	0	\$140.00	\$0	\$0
Field Check	Technician	10	\$140.00	\$1,400	\$1,400
	Administrative Assist	2	\$110.00	\$220	\$220
Professional Office Staff Subtotal		135			\$20,580

	1-Man Survey Party	0	\$145.00	\$0	\$0
Look for monuments / Set Control	2-man Survey Party	50	\$175.00	\$8,750	\$8,750
Topo N. Sheppard St. (850 LF)	2-man Survey Party	8	\$175.00	\$1,400	\$1,400
Topo Fannin St. (1,000 LF)	2-man Survey Party	8	\$175.00	\$1,400	\$1,400
Topo Lewis & Pecan & Park (1,400 LF)	2-man Survey Party	10	\$175.00	\$1,750	\$1,750
Side Streets 4x250' (1,000 LF)	2-man Survey Party	8	\$175.00	\$1,400	\$1,400
Manholes	2-man Survey Party	4	\$175.00	\$700	\$700
	3-man Survey Party	0	\$220.00	\$0	\$0
	3-man Survey Party	0	\$220.00	\$0	\$0
	3-man Survey Party	0	\$220.00	\$0	\$0
Field Work Subtotal		84			\$15,400

Professional Services Total				\$35,980	\$35,980
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Direct or Reimbursable Costs	Note	Rate		\$35,980	
Deeds		0	\$1.00	\$0.00	
Postage & Delivery			\$0.55	\$0.00	
Mileage		0	\$0.51	\$0.00	
Per Diem		0	\$50.00	\$0.00	
Lodging		0	\$150.00	\$0.00	
Monument materials		0	\$3.50	\$0.00	
Survey stakes/supplies					
Toll Road		0	\$10.00	\$0.00	
					\$0

8/23/2025

\$35,980

Sheppard Awakening

SUE Services	
1	1.00
2	2.00
3	3.00
4	4.00
5	5.00
6	6.00
7	7.00
8	8.00
9	9.00
10	10.00
11	11.00
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92	92.00
93	93.00
94	94.00
95	95.00
96	96.00
97	97.00
98	98.00
99	99.00
100	100.00

STV, Inc.

8/23/2025

SUE QUALITY LEVEL "D"	LABOR CLASS.	ENGINEER/ RPLS	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	FIELD CREW MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
LABOR COSTS		\$260.00	\$235.00	\$173.00	\$173.00	\$136.00	\$136.00	\$100.00	
Records Research		0.0	0.0	0.0	0.0	16.0	0.0	0.0	16.0
Production/Review(per ASCE 38-22) of QL "B" Plan Deliverables		16.0	8.0	8.0	0.0	0.0	56.0	0.0	88.0
Project Meetings / Safety Orientation		1.0	1.0	1.0	0.0	1.0	1.0	0.0	5.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	4.0	0.0	0.0	0.0	0.0	1.0	5.0
SUBTOTAL HOURS		17.0	13.0	9.0	0.0	17.0	57.0	1.0	114.0
SUBTOTAL DOLLARS		\$4,420.00	\$3,055.00	\$1,557.00	\$0.00	\$2,312.00	\$7,752.00	\$100.00	\$19,196.00
TOTAL COMBINED ESTIMATED FEE									\$19,196.00

March 11, 2025

stv, Inc.

Bradley McConnon, PE
1 Chisholm Trail, Suite 130
Round Rock, TX 78681
bradley.mcconnon@stvinc.com
512.340.9800

Re: Study for Northeast Downtown – Round Rock, TX
Proposal/Agreement for Professional Landscape Architecture Services

Dear Bradley:

We first want to say, ‘Thank You’ for the opportunity to partner with stv as part of the team for this project.

Thus, we are submitting our proposed Scope and Fee for Professional Landscape Architecture/Planning Services, as we understand it to be. This proposal is based upon recent conversations and correspondence to date, familiarization of existing site conditions and project goals, input from our pre-proposal research, and our knowledge and experience from similar projects.

Scope and Extent of Services:

studio 16:19 services include **due diligence and schematic design** regarding the Project per the detailed Project Scope referenced in Attachment A.

Fee Arrangement:

Lump Sum fee basis per the Standard Fee Schedule in Attachment A for an estimated budget of \$ 33,120.00 plus reimbursable expenses as detailed in section c.1.

Once you have had the opportunity to review the proposal, please feel free to contact **studio 16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at brent@studio1619.com or by phone at **512.534.8680**. If you concur with the Agreement, please sign in the place provided below and return a signed copy for formal execution. This Proposal is valid for sixty (60) days.

In witness whereof, the Client and Consultant have executed this Agreement.

Respectfully submitted,

studio 16:19 LLC

Date: 03/11/2025

Accepted by:

stv, inc.

Date:



.....
Brent A. Baker, PLA, ASLA, CLARB
principal partner + founder

.....
authorized representative title

.....
printed name

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the date herein by and between **studio 16:19, LLC**, (the “Consultant”) and **sttv, inc.** (the “Client”). **Study for Round Rock Northeast Downtown** (the “Project”) is the focus and this agreement shall cover the project areas outlined below and supersede all other agreements pertaining to this project, either written or oral.

basic services

section a :: scope of services

A.1. Standard of Care

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

A.2. Scope of Services

Consultant Services to be provided under this Agreement are:

1. In collaboration with the Client, Project Owner, and/or other Project Team Members, the Consultant will provide landscape architecture and planning services for the Project:

Refer to “ATTACHMENT A”

2. In conjunction with the performance of the foregoing Services, The Consultant shall provide the following scope/ submittals/deliverables to the Client/ Client’s Representative:

Refer to “ATTACHMENT A”

3. The Client’s signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described in section A.1, above and per the project timeline as set forth by the Client once the Notice to Proceed is issued.

A.3 Supplemental Services

Supplemental Services are in addition to the Basic Scope of Services and, when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation beyond the Compensation described in section C, below. The following constitute Supplemental Services under this Agreement and include but are not limited to:

Refer to “ATTACHMENT A”

A.4 Changes to Approved Services

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

section b :: client’s responsibilities

B.1. Information

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

B.2 Budget

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

B.3 Approvals

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

B.4 Permit and Review Fees

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

section c :: consultant compensation

- C.1 Compensation**
Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in section C.2 below:
Refer to “ATTACHMENT A”
- C.2 Reimbursable Expenses**
Reimbursable Expenses are expenditures made by the Consultant, its employees, and sub-consultants in the interest of the Project, and are to be included in the fees as noted in Section C.1. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.
- C.3 Payments**
Monthly payments to the Consultant shall be based on (1) the percentage of the Scope of Services completed and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
Payments are due and payable 30 days from the date of the Consultant’s invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and at the Consultant’s discretion may accrue 1.5% simple interest per month. At the Consultant’s option, overdue payments may be grounds for termination or suspension of services.
- C.4 Supplemental Services**
Supplemental Services as described in section A.3 and section A.4, above and shall entitle the Consultant to additional compensation to be determined on an hourly basis as described in section C.5, below or on the basis of a negotiated fee.
The Scope of Services to be provided under this Agreement has been estimated to be completed within the schedule identified in section A.2, above. In the event the project timeline is extended, compensation for services rendered after that time period shall be equitably adjusted.
- C.5 2025 Hourly Rate Schedule**
- | | Standard |
|--|-----------------|
| Principal Partner – Planner/Landscape Architect: | \$ 235.00/hr. |
| Principal – Planner/Landscape Architect: | \$ 185.00/hr. |
| Associate Principal – Planner/Landscape Architect: | \$ 160.00/hr. |
| Director – Planner/Landscape Architect: | \$ 135.00/hr. |
| Senior Associate – Planner/Landscape Architect: | \$ 125.00/hr. |
| Associate – Planner/Landscape Designer: | \$ 95.00/hr. |
| Intern – Planner/Landscape Designer: | \$ 75.00/hr. |

section d :: other terms and conditions

- D.1 The parties agree to the following provisions with respect to this specific Agreement:**
ATTACHMENT A – “scope of services,” “consultant compensation,” and “schedule”
ATTACHMENT B – “proposed project site / site plan”
ATTACHMENT C – “legal”
Deliverables - All deliverables are to be in digital PDF format unless otherwise indicated.
- D.2 Schedule**
All design work and other professional services provided under the Agreement shall be completed as outlined in Attachment A.
- D.3 Assignment**
Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.
- D.4 Governing Law**
The law in effect at the Consultant’s principal place of business shall govern this Agreement.
- D.5 Complete Agreement**
This Agreement represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Consultant.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

'ATTACHMENT A'

scope of services / consultant compensation

section a.2.1 :: project overview and understanding

- The Project consists of a study for infrastructure improvements in the Northeast Downtown area of Round Rock from Sheppard Street and Austin Avenue about a half-mile towards Veterans Park.
- The Project is within the City of Round Rock full-purpose jurisdiction and MU-2 Zoning District, and all plans shall comply with the corresponding Development Codes.
- Coordination of landscape architecture conceptual documentation with architectural and engineering concept plans for review and approvals by the jurisdictional authorities will be integral to the design process.
- The Project will include high-level schematic design for the infrastructure improvements to also include due diligence for the future development of parklets and enhanced landscape/hardscape.
- Consultant will provide routine (virtual) attendance at weekly/biweekly design team coordination meetings, as scheduled by the Owner/Development Coordinator. Five (5) in-person meetings/site visits are included in basic services.

section a.2.2 :: basic services

- **015 – Due Diligence**
 - Obtain and evaluate base files, existing land use data, and previous plans and studies of the Project area.
 - Perform a site visit to review the context of the site with emphasis on existing physical elements, both natural and man-made, with the goal to identify key viewsheds to develop proposed schematic design graphics and renderings.
 - Validation of program elements provided by the Client, general site-specific code research and validation for the Project.
 - Prepare informal digital submittal(s) for team collaboration throughout the design process.
 - Provide one (1) revision/refinement to planning drawings per Client meeting.
- **050 – Schematic Design – schematic design development drawings to include:**
 - Concept Plan / Landscape Development Coordination – collaborating with design team to ensure the concept plan meets the requirements and desires of the developer/owner. May include coordination with applicable jurisdictions to address potential site plan constraints to meet required codes.
 - Schematic Design Development
 - Maximum of three (3) hardscape and landscape site planning concepts will be explored based on proposed program and site conditions for the overall project scope limits and for the proposed amenities. The final preferred conceptual plan can then be utilized for future site design process.
 - Develop imagery boards of proposed plant palette and hardscape materials for the project (scope includes 30% Schematic Package for the development of an overall construction budget).
 - Develop preferred design conceptual plan vignettes and section/elevation graphics of Project elements and street cross-sections (three (3) maximum) in key vantage points.
 - Develop 3D study models and conceptual renderings of preferred concepts (three (3) maximum) in key vantage points.
 - Budget Development – development of a planning-level opinion of construction cost (OPCC) of the proposed development, enhancements, and improvement options with a project contingency based on the final approved schematic design package.
 - Provide one (1) revision/refinement to planning drawings per Client meeting.

section a.3 :: supplemental services

Supplemental Services are in addition to the Basic Scope of Services and, when requested by the Client or Owner – either written or oral – shall entitle the Consultant to additional compensation beyond the original agreed Compensation stated below. A Supplemental Fee will be agreed upon prior to commencing the task or service once the program/scope has been finalized. The following Supplemental Services under this Agreement include but are not limited to:

- Three-Dimensional (3-D) modeling/renderings for any task beyond that listed in Basic Services.
- Design Phase – routine attendance at weekly/biweekly design team coordination meetings.
- Construction Phase – routine attendance at weekly/biweekly construction coordination meetings.
- ANY Sub-Consultant services not currently identified in Basic Services.
- ANY professional service or task not currently identified in Basic Services.
- Agency Review – more than total submittals/comment responses for Permitting as denoted in Basic Services.
- Meetings/Site Visits – more than total physical project meetings/site visits as denoted in Basic Services.
- Value Engineering Phase including redesign of approved plans due to project cost control.
- Signage Design – development of project signage including signage design, dimensional control of proposed signage and coordination with sign contractor for constructability and construction administration.
- LEED Compliance Certification process or SITES Compliance related design services.

- License Agreement – any drafting of legal documentation for the purposes of a license agreement regarding proposed landscape, hardscape, and irrigation within the City or County ROW.
- Exterior Furnishing, Fixtures, and Equipment (FF&E) Selection.
- Rainwater Catchment Design – coordination and selection of rainwater collection system, pump systems and enclosures.

section c.1 :: consultant compensation

Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in section C.2 above:

Basic Services *

	Lump Sum Tasks		\$ 32,320.00
015	Due Diligence	(lump sum)	\$ 7,360.00
050	Schematic Design	(lump sum)	\$ 24,960.00
400	Reimbursables	(budget)***	\$ 800.00

* The Consultant may alter the compensation distribution between individual phases or tasks to be constant with the services actually rendered, within the contract maximum.

*** For Reimbursable Expenses, expenditures made by the Consultant, its employees, and sub-consultants in the interest of the Project will be billed to the Client plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of this agreement, and other, similar, direct Project-related expenditures.

The Consultant is able to start our services upon written acceptance of this Proposal/Agreement. The Consultant will bill the Client monthly for services performed. In order to insure the orderly and continuous progress of the project, the Consultant shall be compensated for their services and expenses ideally within fifteen (15) days but no more than thirty (30) days of the invoice date. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and at the Consultant's discretion may accrue 1.5% simple interest per month. At the Consultant's option, overdue payments may be grounds for termination or suspension of services. The Client shall reimburse the Consultant for all expenses related to collections of compensation due the Consultant. These expenses consist of but are not limited to, Attorney's fees, court cost, lost time, etc.

section d.2 :: schedule

The Consultant is prepared to provide the Professional Services in the most expedient and efficient manner possible – with adequate resources and personnel – to complete the work by the times specified.

Upon execution of this Proposal/Agreement, Consultant shall prepare a project schedule with the input of the Client to ensure all project deliverables are produced in a timely manner and Project completion is in line with Client preferences. This schedule will not only reflect a commitment to meeting project milestones but will also prioritize the owner's vision and requirements throughout the duration of the Project.

The Consultant may request, in writing, an extension of the Agreement time due to delays beyond their control. In the event that a deadline provided in this Agreement is not met by the Consultant, the Consultant shall provide the Client with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay.

'ATTACHMENT B'

proposed project site / site plan

Study for Northeast Downtown - Round Rock, TX



'ATTACHMENT C'

legal

credits and acknowledgements

- The Consultant shall be given proper credit and acknowledgments for all services including, but not limited to planning, design and implementation. Proper credit shall include being named by the Client or their agents in such media as project identification boards, published articles, promotional brochures and interviews, and press releases to newspapers, professional journals and other publications.

ownership and use of documents

- The Consultant shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Consultant (collectively, the "Design Materials"). Subject to payment by the Client of ALL Compensation and Reimbursable Expenses owed to the Consultant, the Consultant grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.
- Consultant's original drawings, plans, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products, as instruments of service, are the properties of the Consultant. None are to be used on other projects except by written agreement of the Consultant. Concepts and plans not used by the Client remain the property of the Consultant.
- Parties agree that if an item(s) produced by the Consultant is copyrightable, it shall be assumed to be copyrighted, subject to the rights of use by the Client. The Consultant reserves the royalty-free, nonexclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so.

indemnification

- Client and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

dispute resolution

- If a dispute arises out of/or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within fourteen (14) days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties. Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

termination and suspension

- This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the seven-day notice period.
- If the Client suspends/ terminates the Consultants services for any reason, the Consultant shall be compensated for ALL services performed to that date, and the Consultant shall have no liability to the Client for any Project delays caused by the Client's decision to suspend/ terminate the Services.
- The parties recognize the uncertain nature of the progress of the work and building code requirements at this site. The parties agree that in the sole discretion of the Client, the work described below may be delayed or canceled, in which event Consultant shall not be entitled to payment for work not performed prior to the date of notice by Client of intent to postpone or terminate.

revocation

- This proposal shall be considered revoked if acceptance is not received within thirty (30) days of the date.

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/11/2025

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

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

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Bradley Crowe PHONE (A/C, No, Ext): 856-552-4764 FAX (A/C, No): E-MAIL ADDRESS: bcrowe@connerstrong.com															
INSURED STV Incorporated 12550 San Pedro Ave, Ste. 450 San Antonio, TX 78216		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Underwriters At Lloyds</td> <td>085202</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER C : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER E : Starr Surplus Lines Ins. Co.</td> <td>13604</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters At Lloyds	085202	INSURER B : National Union Fire Insurance Co.	19445	INSURER C : XL Insurance America, Inc.	24554	INSURER D : New Hampshire Ins. Co.	23841	INSURER E : Starr Surplus Lines Ins. Co.	13604	INSURER F :	
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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 PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	B1881S250982	04/01/2025	04/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Project Agg. \$10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA4489616 (AOS) \$250 COMP DED \$500 COLL DED	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Expense \$5,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US00083352LI25A	04/01/2025	04/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	072113383 (AOS) 072113382(CA)	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
E	Professional Liability			1000633951251	04/01/2025	04/01/2026	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

The captioned professional liability coverage is provided on a primary basis for all new contracts entered into by the Named Insured on or after 9/30/2021. The captioned professional liability coverage is provided on an excess basis for all completed and work-in-progress contracts of the Named Insured as of 9/30/2021; the captioned professional liability coverage will be excess to any other available professional liability coverage for the contracts as of this date (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

W. Michael Trapp

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DESCRIPTIONS (Continued from Page 1)

1. Property Coverage: (Including Blanket Limit)

Policy #: YW2-Z51-295014-015 / **Policy Term:** 4/1/2025 - 4/1/2026

Insurance Carrier: Liberty Mutual Fire Insurance Company / **NAIC#:** 23035

Blanket Limit: \$50,000,000; Real, BPP & BI/EE

Valuable Papers Limits: \$50,000,000 (included in blanket)

2. Contractor's Equipment Coverage

Policy#: 790-04-14-42-0000 / **Policy Term:** 4/01/2025 - 4/01/2026

Insurance Carrier: Atlantic Specialty Insurance Company **NAIC #:** 27154

Owned Schedule Limit: \$6,764,146

Leased or Rented from Others: \$500,000 per Occurrence / Maximum Limit Per Item

3. Contractor's Pollution Liability:

Policy #: USL03057025 / **Policy Term:** 4/1/2025 - 4/1/2026

Insurance Carrier: Fireman's Fund Indemnity Corporation / **NAIC#:** 11380

Per Pollution Incident: \$5,000,000

Aggregate Limit: \$5,000,000

4. Cyber / Privacy Liability:

Policy #: V12702251401 / **Policy Term:** 4/1/2025 - 4/1/2026

Insurance Carrier: Beazley Insurance Company, Inc. / **NAIC#:** 19489

Per Claim Limit: \$5,000,000

Policy Aggregate Limit of Liability: \$5,000,000

5. The Captioned Commercial General Liability Policy includes the following coverage:

a. XCU

b. Contractual Liability

c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

6. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

a. USL&H

b. Maritime

c. FELA

7. The captioned Workers Compensation Policy includes Employers Liability / Stop GAP Coverage for the following states subject to the following limits:

1. North Dakota

2. Washington

3. Wyoming

4. Ohio

Limits:

1. \$2,000,000 Employers Liability - Each Accident

2. \$2,000,000 Employers Liability - Disease - Each Employee

3. \$2,000,000 Employers Liability - Disease - Policy Limit

8. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability and Contractor's Pollution Liability Coverages if required by written contract & permitted by state law.

9. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

10. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium,

DESCRIPTIONS (Continued from Page 1)

will be provided subject to the terms and conditions of the policy.

Project Description: Northeast Downtown (NEDT) Phase II

The City of Roundrock is included as an additional insured if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Contractors Pollution Liability, and Cyber Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract, except with respect to Cyber Liability Coverage. The Additional Insured coverage under the Commercial General Liability and Excess Liability Coverage is provided for both Ongoing and Completed Operations under ISO Form #s CG 20 10 04 13 and CG 20 37 04 13.