

EXHIBIT
A



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

FIRM: STV INC. (“Engineer”)
ADDRESS: 13809 Research Boulevard, Suite 300, Austin, TX 78750
PROJECT: Westinghouse Road 30/36-Inch Eastern Transmission Main

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ___ day of _____, 2026 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 Two Hundred Thirty-Five Thousand One Hundred Twenty-Four and No/100 Dollars, (\$235,124.00). 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:

Catalina Arboleda Gonzalez, P.E., CFM
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7041
Fax Number N/A

Email Address carboledagonzalez@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:

Clay Livingston, P.E.
Senior Project Manager, Water
13809 Research Boulevard, Suite 300
Austin, TX 78750
Telephone Number (512) 241-2217
Fax Number N/A
Email Address Clay.Livingston@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. Notwithstanding the foregoing, Engineer shall have no duty to defend, nor duty to hold harmless from all expenses, including but not limited to reasonable attorneys' fees, for claims based wholly or partly on the negligence of, fault of, or breach of contract by the City.

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 pertaining to the project, 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 described in this Article 31.

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:

Clay Livingston, P.E.
Senior Project Manager, Water
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 INC.

By: Marisa Vergara

Printed Name: Marisa Treviño Vergara, PE

Title: Senior Vice President

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 FOR
WESTINGHOUSE ROAD 30/36-INCH EASTERN TRANSMISSION MAIN
ROUND ROCK, TEXAS
APRIL 22, 2026

I. City Services

- A. The following items are not included in the Engineer's scope. The City will provide the following in a timely manner.
1. City will provide the Engineer with all criteria and full information as to the City's requirements for the Project, including study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in study, and Drawings and Specifications; and furnish copies of the City's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 2. City will provide proposed water pipe size to meet capacity needs.
 3. Upon request, City will provide electronic copies of available and relative information, including the following:
 - a. GIS source layers available, including utility infrastructure, streets, property lines, and easements.
 - b. Record drawings and available pipe shop drawing submittals for pipelines proposed for connection, and pipelines in the project area.
 - c. Known public projects and private development projects within subject area that may impact the project.
 4. City will give prompt written notice to Engineer whenever the City observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.
 5. City will arrange for legal access and/or right-of-entry for Engineer and Subconsultants to enter upon public and private property as required to perform services under the Agreement. Engineer will not be responsible for acquiring Right-of-Entry permits.
 6. City will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto. Written review comments are to be delivered to the Engineer within fourteen (14) calendar days after receipt of each submittal.



EXHIBIT B
ENGINEERING SERVICES FOR
WESTINGHOUSE ROAD 30/36-INCH EASTERN TRANSMISSION MAIN
ROUND ROCK, TEXAS
APRIL 22, 2026

Background

STV Incorporated (Engineer) will provide engineering services for the City of Round Rock’s (City’s) Westinghouse Road 30/36-inch Eastern Transmission Main (ETM) project, hereinafter referred to as the “Project.” The engineering services are provided for the Project consisting of approximately 10,800 LF of 30-inch water transmission line beginning from an existing 36-inch water line that runs east-west along the south side of University Blvd. The proposed water line will extend a new proposed 30-inch water line toward the north along N A.W. Grimes Blvd/TxDOT FM 1460 until reaching Westinghouse Road. Thence, the proposed 30-inch water line will turn westerly along Westinghouse Road until a point approximately 100 feet east of the intersection with Blue Ridge Drive. At this location, the 30” water line will transition to 36-inch size and connect to the existing 36-inch water line that runs north-south within an existing separate easement. After transition to 36-inch size and connection to the existing 36-inch water line, the proposed water line will continue in the westerly direction along the north side of Westinghouse Road as a 36-inch water line for approximately 2,700 LF while running parallel to an existing 36-inch water line. The proposed water transmission line will finally connect to an existing 36-inch water line that runs north-south along the east side of Rabbit Hill Road.

Scope

The Engineer shall provide the necessary engineering and technical services for desktop environmental review, surveying, level D subsurface utility engineering mapping, preliminary engineering route assessment of up to two potential routes, facilitation of the City’s selection of a single route, technical memorandum development and associated engineering figures to serve as the basis of design, as well as preparation of one construction cost estimate for chosen route for the project.

Engineering services will include preliminary design services, surveying, level D subsurface engineering. The final deliverable will be a technical memorandum. The City intends for a future project phase to include design services including design deliverables and remaining field work for environmental, survey, SUE, and geotechnical services, bid phases services, and construction phase services.

The project schedule is established as Exhibit C Work Schedule and is dependent on receiving information identified within the Data Review task so that project completion may occur within five (5) months after receipt of the information and data.

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



TASK OUTLINE

I. Basic Services

A. PROJECT MANAGEMENT

1. Manage professional services to complete the Project. Provide professional services in this task as follows:
 - a. Project Startup / Initiation Meeting / Site Visit: Review scope of services and available data, clarify and define the City's requirements for the Project, specifically, alignment offsets, cover requirements, approach to conflicts with other utilities, material preferences, etc.; Project organization, staffing and establish lines of communication; present initial work plan Project schedule, and discuss any changes in the scope of work after scope and fee submittal. Startup meeting will review project solicitation components and identify any additional information needed. Project Startup / Initiation Meeting will be conducted at a City facility. Following the meeting, a field reconnaissance visit will take place along the alignment to establish existing conditions.
 - b. Quality Control Team: Assemble a QC Review Team comprised of Engineer's Senior Technical Management Team. Schedule and direct one (1) internal QC Workshop during the preliminary engineering phase. QC Review Team will review project progress, exchange ideas and information on technical elements of the Project.
 - c. Quality Management Plan (QMP): Prepare a QMP that establishes Quality Control (QC) activities and Quality Assurance (QA) verification to be implemented by the design team to ensure production of high-quality work products.
 - d. Project Implementation Plan (PIP): Prepare a PIP that identifies Project goals and procedures to maintain the Project Team focus on delivering the project on schedule and within budget.
 - e. Project Controls and Reporting: Prepare monthly Project Summary Reports and submit with monthly invoice. The reporting will include the following elements unless noted otherwise:
 - i. Project Budget Summary
 - ii. Project Schedule (monthly email update)
 - iii. Summary of Work Completed to Date
 - iv. Upcoming Project Activities (monthly email update)
 - f. Client Progress / Coordination Meetings: Conduct three (3) progress meetings with the City to provide an update on the Project status, collect and disseminate Project information, document and discuss Project action items and decisions. The Engineer will be responsible for developing the agenda and preparing draft meeting minutes or appropriate documentation for each of the meetings. Engineer will maintain an Action Item Log and Decision Log to maintain project activity issue closure. Engineer will submit the documentation to the City for review and approval. Two (2) Client Progress / Coordination Meetings will be held virtually,

while one (1) draft submittal review meeting will be held in person at a City facility.

- g. Design Team Coordination Meetings: Engineer will schedule and direct coordination meetings with the engineering design team and other associated staff to coordinate Project task assignments, action items and to maintain progress schedule for deliverables. Engineer will maintain an internal Action Item and Decision Log to maintain project activity issue closure.

B. PRELIMINARY ENGINEERING

1. Data Review: Review existing data within project location, including property lines, LiDAR topographic data, record drawings for utilities within the Project area, and water system master plan documents. Existing record drawing data of City utilities, hydraulic model and master plan will be provided by the City. Other data utilized in this evaluation not identified in this task will be publicly available.
2. Constraints and Alignment Development:
 - a. Review constraints found during initial site visit and data review to develop constraints exhibit.
 - b. Site Visit: Engineer will perform one (1) site visit of potential alignment routes to review constraints information and existing site conditions to support development of alignment options.
 - c. Engineer will develop two (2) potential pipe routes based on the constraints evaluation, property owner impacts, state, county and city design and permit requirements. Two (2) separate exhibits will be prepared for discussion purposes providing two possible routes for consideration by the City.
 - d. Facilitate City Selection of Project Route: Review results of constraints and alignment development with the City. Facilitate City-selection of one (1) project route to be featured for the project deliverable as part of a Client Progress/Coordination Meeting.
3. Technical Memorandum:
 - a. Perform and coordinate Special Services.
 - b. Establish two project phases in close coordination with the City. Identify phases as phase 1 and phase 2. Phase 1 would be designed and constructed in the future first before phase 2. Phases will be established in a manner that will work for the City's future utility needs while providing the City's desired interim functionality.
 - c. Identify the permanent and temporary construction easement requirements for the construction of the water line and note current land use for the subject properties.
 - d. Identify any portion of the project that is within TxDOT ROW, City of Georgetown Ultimate ROW on Westinghouse Road, Flood Plain Zone, Railroad ROW, County ROW, or Recharge Zones and document subsequent permitting needs.
 - e. Identify construction method options, top risks and unknowns to be further developed in the design phase.
 - f. Prepare Technical Memorandum summarizing the findings of the preliminary engineering phase.



- g. Prepare figures showing plan view of the project route.
- h. Prepare an Engineer's opinion of probable construction cost for the project route.
- i. Perform combined Inter-Disciplinary Review (IDR) and QC of project documents.
- j. Incorporate combined IDR/QC review comments into project documents.
- k. Perform QA review of project documents.
- l. Incorporate QA review comments into project documents for City submittal.
- m. Submit Technical Memorandum to City (email).
- n. Facilitate a Client Progress/Coordination Meeting with the City project team to point out key elements of the Technical Memorandum submittal for review and solicit initial City feedback.
- o. Incorporate revisions based on responses to City comments.
- p. Submit final deliverable to City.

II. Deliverables

- A. Submit Technical Memorandum to City for review and comment. Submittal shall consist of one (1) PDF of the Technical Memorandum including the attached: one exhibit showing City-selected project route, OPCC, as well as the environmental constraints memo and map.
- B. Submit Technical Memorandum final deliverable to City after incorporation of revisions based on City comments. Final Deliverable shall consist of one (1) PDF of the final deliverable after incorporation of City comments.

III. Special Services

A. ENVIRONMENTAL EVALUATION

- 1. Environmental Desktop Review and Alternative Analysis:
 - a. The Engineer will obtain and review pertinent desktop data to identify potential waters of the U.S. (WOUS) within the Project area. Sources include but are not limited to the following:
 - i. Aerial photographs
 - ii. Soil surveys
 - iii. Local and national hydric soils lists
 - iv. U.S. Department of Agriculture plant species data
 - v. U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps
 - vi. U.S. Geological Survey (USGS) topographic maps
 - vii. Federal Emergency Management Agency (FEMA) map(s)
 - b. The Engineer will conduct a desktop assessment of the project area for potential habitat for federally listed threatened, endangered, and candidate species. Compliance with the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act will also be assessed. Species listings promulgated by the USFWS and Texas Parks and Wildlife Departments will be used to determine federally listed species likely affected by the proposed action. Natural Diversity Database (NDD)

- information will also be obtained for the project area to determine historic occurrences of species within the vicinity.
- c. The Engineer will use readily available electronic databases to assess known hazardous material occurrences, and current and past uses and practices of adjacent properties by reviewing historic fire insurance maps and aerial photography to determine if any hazardous material or waste practices have occurred in the project area. Data regarding the geology and hydrology of the project area will also be reviewed.
 - d. The Engineer will use available online resources to determine the presence of historical resources within and adjacent to the alternatives. Sources include Atlas Map maintained by the Texas Historical Commission, The Texas Freedom Colonies Project, historical topographic maps, and historical aerial photographs.
2. Following the results of the desktop review, an environmental constraints memorandum and map will be prepared. These documents will be submitted for one round of client review and comment.

Note: The purpose of this evaluation is to perform a desktop review to identify constraints based on publicly available information. A site visit, detailed environmental evaluation, and SHPO coordination and consultation will be included in a future phase.

B. SUBSURFACE UTILITY ENGINEERING

1. Utility Mapping (QL-D SUE)
 - a. Perform Quality Level 'D' (QL-D) SUE in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities" in the project location to assist with identifying horizontal constraints.
 - b. City to provide GIS or CAD files of existing City-owned utility infrastructure.
 - c. The SUE team will obtain record information from third-party utilities identified in the area, provide a list of potential utility conflicts, identifying the utility owner name, and contact information.

IV. Additional Services

Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner.

Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

The following list includes assumptions and items that are not included in the current scope of work for the Project.



- A. Assume trenchless crossings for any crossings of TxDOT ROW.
- B. City will provide information for required branching water stubs to the Engineer. Branching water stub information provided to the Engineer will be incorporated to the extent known by branch-specific quantity/size in the OPCC, and qualitative summary within the memo including approximate description of the location if known, as well as identification of approximate location on the project route exhibit if known. A maximum of three (3) such branching water stubs will be identified within the City's ETJ along N A.W. Grimes and documented in the project deliverables.
- C. Limited SUE, and environmental services are included in this preliminary engineering phase. In any future design phase, the remaining field services, including survey and geotechnical, will be proposed.
- D. Assume right of entries not required, and if necessary, will be obtained by others.
- E. Assume no meeting participation with property owners.
- F. Assume easements will be required; however, acquisition activities will not be included at this time. Acquisition activities will be included in a future project phase.
- G. Attendance at any utility coordination meetings with the City is not included.



**EXHIBIT C
WORK SCHEDULE FOR
WESTINGHOUSE ROAD 30/36-INCH EASTERN TRANSMISSION MAIN
PRELIMINARY ENGINEERING**

**ROUND ROCK, TEXAS
APRIL 24, 2026**

I. Schedule

NTP	Wed 6/3/26
Project Startup/Initiation Meeting/Site Visit/Data Request	Tue 6/9/26
Project Meeting No. 1 – Identification, Review, City-Selected Project Route	Thu 7/9/26
Project Meeting No. 2 – Field Work/TM Progress Update	Fri 8/28/26
Technical Memorandum Submittal (email)	Thu 9/24/26
Project Meeting No. 3 – Draft TM Review	Fri 10/16/26
Technical Memorandum Final Deliverable (email)	Fri 10/30/26

EXHIBIT D

Fee Schedule

Attached Behind This Page

City of Round Rock
Westinghouse Rd 30/36-inch Eastern Transmission Main
Exhibit D - Fee Estimate

Project: Westinghouse Rd 30/36-inch Eastern Transmission Main - Engineering Fee Estimate

Client: City of Round Rock

Task Number	Task Description	STAFF CATEGORY/HOURS								LABOR			Sub-Consultants			TOTALS				
		Principal In Charge	Senior Project Manager	QA/QC Specialist	Senior Engineer	EIT	CAD Manager	Senior CAD Designer	Project Administration	Labor Hours	Total Loaded Labor Cost	Expenses	STV Environmental	STV SUE	STV Survey	TOTAL SUBS	TOTAL LABOR COST	TOTAL EXPENSES w/Markup	SUB-CONTRACTOR EXPENSES w/Markup	TOTAL FEE
Contract Billing Rate		\$390	\$325	\$312	\$244	\$137	\$163	\$234	\$104											
A - PROJECT MANAGEMENT																				
1.a	Project Startup / Initiation Meeting / Site Visit	1	2	4	4					10	\$3,055	\$66				\$0	\$3,055	\$69	\$0	\$3,124
1.b	Quality Control Team (QC Meetings and Coord)	1	1	3	3			2		12	\$3,500					\$0	\$3,500	\$0	\$0	\$3,500
1.c	Quality Management Plan (QMP)		1	2	1	4	4			12	\$2,873					\$0	\$2,873	\$0	\$0	\$2,873
1.d	Project Implementation Plan (PIP)		1	2	4	4		1		12	\$2,795					\$0	\$2,795	\$0	\$0	\$2,795
1.e	Project Controls and Reporting	5	3	10					10	23	\$5,460					\$0	\$5,460	\$0	\$0	\$5,460
1.f	Client Progress / Coordination Meetings	3	2	8	8					18	\$5,330	\$66				\$0	\$5,330	\$69	\$0	\$5,399
1.g	Design Team Coordination Meetings (Biweekly)	10		10	5	5		5		25	\$6,321					\$0	\$6,321	\$0	\$0	\$6,321
SUB TOTAL:		10	39	4	28	13	0	8	10	112	\$29,335	\$132	\$0	\$0	\$0	\$0	\$29,335	\$139	\$0	\$29,473
B - PRELIMINARY ENGINEERING																				
1	Data Review		2	2	8	8	8	8		36	\$7,644					\$0	\$7,644	\$0	\$0	\$7,644
2.a	Review Constraints			6	32	16	8	12		74	\$16,042					\$0	\$16,042	\$0	\$0	\$16,042
2.b	Site Visit				4	4				8	\$1,521	\$44				\$0	\$1,521	\$46	\$0	\$1,567
2.c	Develop Two Route Options Exhibits		1	8	84	20	4	12		129	\$29,653					\$0	\$29,653	\$0	\$0	\$29,653
2.d	Facilitate City Selection		1	6	16					23	\$6,240					\$0	\$6,240	\$0	\$0	\$6,240
3.a	Coordinate Special Services			2	16					18	\$4,550					\$0	\$4,550	\$0	\$0	\$4,550
3.b	Plan Project Implementation Phasing			4	24					28	\$7,150					\$0	\$7,150	\$0	\$0	\$7,150
3.c	Determine Permanent and Temporary Esmt Reqs			2	12	8				22	\$4,667					\$0	\$4,667	\$0	\$0	\$4,667
3.d	Identify ROW and Potential Permitting			2	16	8				26	\$5,642					\$0	\$5,642	\$0	\$0	\$5,642
3.e	Identify and Discuss Construction Methods			2	16	8				26	\$5,642					\$0	\$5,642	\$0	\$0	\$5,642
3.f	Prepare Technical Memorandum			4	122	40				166	\$36,498					\$0	\$36,498	\$0	\$0	\$36,498
3.g	Prepare Selected Route Exhibit				32	8	10	32		82	\$18,005					\$0	\$18,005	\$0	\$0	\$18,005
3.h	Prepare OPCC				24	8				32	\$6,942					\$0	\$6,942	\$0	\$0	\$6,942
3.i	Perform Combined IDR/QC of Project Deliverables		3	8	6	10	4			31	\$8,730					\$0	\$8,730	\$0	\$0	\$8,730
3.j	Incorporate IDR/QC Comments				8		2	8		18	\$4,147					\$0	\$4,147	\$0	\$0	\$4,147
3.k	Perform QA Review of Project Deliverables				4					4	\$975					\$0	\$975	\$0	\$0	\$975
3.l	Incorporate QA Review Comments				4		2	2		8	\$1,768					\$0	\$1,768	\$0	\$0	\$1,768
3.m	Submit Technical Memorandum to City for Review			4						4	\$1,300					\$0	\$1,300	\$0	\$0	\$1,300
3.o	Incorporate Revisions Based on City Comments				16	16	4	4		40	\$7,670					\$0	\$7,670	\$0	\$0	\$7,670
3.p	Submit Final Project Deliverables			2						2	\$650					\$0	\$650	\$0	\$0	\$650
SUB TOTAL:		7	52	6	448	144	42	78	0	777	\$175,435	\$44	\$0	\$0	\$0	\$0	\$175,435	\$46	\$0	\$175,481
III - SPECIAL SERVICES																				
III.A	Environmental			3						3	\$975		\$9,400		\$9,400	\$975	\$0	\$10,340	\$11,315	
III.B	Subsurface Utility Engineering (SUE-D)		1	3						4	\$1,365		\$15,900		\$15,900	\$1,365	\$0	\$17,490	\$18,855	
SUB TOTAL:		1	6	0	0	0	0	0	0	7	\$2,340	\$0	\$9,400	\$15,900	\$0	\$25,300	\$2,340	\$0	\$27,830	\$30,170
Total Recoverable Hours, Labor and Expenses		18	97	10	476	157	42	86	10	896	\$207,110	\$176	\$9,400	\$15,900	\$0	\$25,300	\$207,110	\$185	\$27,830	\$235,124

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

DESCRIPTIONS (Continued from Page 1)

1. Professional Liability (including Technology Errors & Omissions Coverage)

Policy #: 1000633951261 / Policy Term: 4/1/2026- 4/1/2027
Insurance Carrier: Starr Surplus Lines Ins. Co. / NAIC#: 13604
Per Claim: \$5,000,000
Aggregate: \$5,000,000

The captioned Professional Liability coverage includes the following coverage grants:

1. Contractors Pollution Liability (on an excess basis of the captioned CPL coverage)
2. Technology Services Liability & Technology Products (on an excess basis of the captioned Cyber Liability coverage)
3. Computer Network Security
4. Multimedia & Advertising
5. Privacy Liability (on an excess basis of the captioned Cyber Liability coverage)
6. Privacy Breach Expenses (on an excess basis of the captioned Cyber Liability coverage)

2. Property Coverage: (Including Blanket Limit)

Policy #: YW2-Z51-295014-016 / Policy Term: 4/1/2026 - 4/1/2027
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)

3. Contractor's Equipment Coverage

Policy#: 7900414420001 / Policy Term: 4/1/2026 - 4/1/2027
Insurance Carrier: Atlantic Specialty Insurance Company NAIC #: 27154
Owned Schedule Limit: \$6,676,601
Leased or Rented from Others: \$500,000 per Occurrence / Maximum Limit Per Item

4. Contractor's Pollution Liability:

Policy #: USL03057026 / Policy Term: 4/1/2026 - 4/1/2027
Insurance Carrier: Fireman's Fund Indemnity Corporation / NAIC#: 11380
Per Pollution Incident: \$5,000,000
Aggregate Limit: \$5,000,000

5. Cyber / Privacy Liability:

Policy #: V12702261501 / Policy Term: 4/1/2026 - 4/1/2027
Insurance Carrier: Beazley Insurance Company, Inc. / NAIC#: 19489
Per Claim Limit: \$5,000,000
Policy Aggregate Limit of Liability: \$5,000,000

6. 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)

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

- a. USL&H
- b. Maritime
- c. FELA

8. 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

DESCRIPTIONS (Continued from Page 1)

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

9. 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, Professional Liability, Property, Contractor's Equipment, and Contractor's Pollution Liability Coverages if required by written contract & permitted by state law.

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

11. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

The captioned General Liability policy has no exclusion for cross liability.

Client Name: City Of Round Rock

Project Name: Westinghouse Road 30/36-Inch Eastern Transmission Main

STV Project #: TBD

Client Contract #: TBD

STVs Project Scope: Preliminary engineering services for proposed water line

City of Round Rock 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All locations where your ongoing operations are performed as specified in a written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All locations where "your work" was performed as specified in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization whom you are required to waive any right of recovery under a written contract executed prior to the occurrence which results in bodily injury or property damage under Coverage A, or the offense which results in personal and advertising injury under coverage B.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**: We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2026 forms a part of

Policy No. CA 4489616 issued to STV Group, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

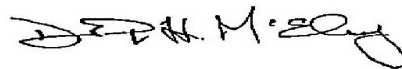
ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO."

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026 forms a part of

policy No. CA 448-96-16 issued to STV GROUP INCORPORATED

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

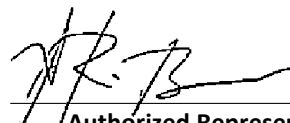
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2026 forms a part of

Policy No. CA 4489616 issued to STV Group, Inc.

By National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

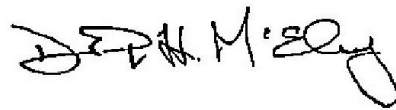
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

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This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC 072-11-3383

Issued to STV GROUP, INCORPORATED

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

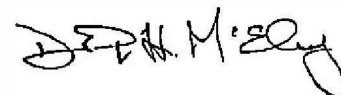
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative