

EXHIBIT

A



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

FIRM: WALKER PARTNERS, LLC (“Engineer”)
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: BCRWWS – Interceptor Capacity Improvement

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 Four Hundred Seventeen Thousand Three Hundred Ten and No/100 Dollars, (\$417,310.00). 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:

Adam Levy
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 341-3394
Fax Number N/A

Email Address alevy@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:

Jason Bybel, P.E., PMP
Senior Project Manager
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
Telephone Number (512) 382-0021
Fax Number N/A
Email Address jbybel@walkerpartners.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:

Jason Bybel, P.E., PMP
Senior Project Manager
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

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.

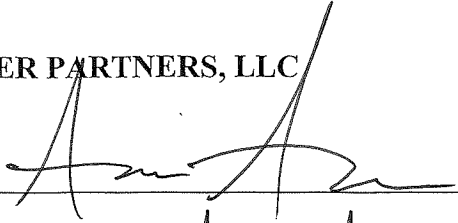
ARTICLE 34 **SIGNATORY WARRANTY**

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]

WALKER PARTNERS, LLC

By:  _____

Printed Name: Awan Ascher

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**

In addition to the other responsibilities of Owner as set forth in this Agreement, the Owner shall at its expense:

- A. Review and comment on all deliverables in a timely manner. Owner shall provide a single set of consolidated Owner review comments on all deliverables.
- B. Assist the Engineer in coordinating with cooperating jurisdictional and environmental permitting agencies as needed and issue payment for required reviews, approvals, permits and mitigation.
- C. If required, issue payment for land acquisition costs, power service upgrades, and easements.
- D. Participate in project meetings, workshops, and conferences as described in the scope of services.
- E. Owner is responsible for the public notice of meetings for which public notice is required.
- F. Provide Engineer in a timely manner with all criteria and full information as to Owner's requirements for the Project, including design 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 Owner shall require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- G. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- H. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available in a timely manner such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- I. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site (Brushy Creek, floodplain, and/or Brushy Creek Regional wastewater treatment plant or interceptor) of any Constituent of Concern, 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, the Work, or in the performance of any Contractor.
- J. Authorize Engineer to provide Additional Services as set forth in this Agreement, as required.
- K. 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 Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- L. Provide reviews of all permits that may be necessary for completion of each phase of the Project.
- M. Provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as Owner requires or deems appropriate, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 - 3) Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4) Placement and payment for advertisement for Bids in appropriate publications.
- N. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value Engineering, and constructability review.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. Owner will provide additional flow meter data as necessary to assist the Engineer in calibration of the wastewater model.

EXHIBIT B ENGINEERING SERVICES

GENERAL

The existing Brushy Creek Interceptor from the confluence of Lake Creek and Brushy Creek to the Brushy Creek Regional East Wastewater Treatment Plant consists of a 54-inch and 60-inch RCP interceptor installed in the mid-1980s that shows signs of serious degradation such as offset joints, exposed rebar, and signs of infiltration. Additionally, as growth and flows continue to increase, the existing Brushy Creek Interceptor lacks sufficient capacity to handle the additional flows.

This Project consists of planning level evaluation of the Brushy Creek Regional Wastewater System (BCRWWS) Interceptor to assemble and review existing data, verify environmental/cultural permitting requirements, assess/confirm the current condition and capacity of the existing interceptor, determine the feasibility of rehabilitation of the existing interceptor, confirm required wastewater capacity, develop/confirm regional partner participation requirements, and develop recommendations to convey the required wastewater flow to the Brushy Creek Regional East Wastewater Treatment Plant. It is anticipated that final design, bidding, and construction phase services will be authorized through a Supplemental Contract.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management, Coordination, and Meetings

1.1 Project Administration.

- 1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, and cost and schedule control.
- 1.1.2 Manage and coordinate staff resources, subconsultants, and project planning.
- 1.1.3 Prepare monthly invoices and project progress reports.
- 1.1.4 Provide and maintain a project schedule in MS Project format that is updated monthly.
- 1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.

1.2 Project Meetings.

- 1.2.1 Conduct bi-weekly internal team coordination meeting. Track actions and decisions and communicate with Owner as required.
- 1.2.2 Attend monthly progress meetings with Owner, conducted via Teams, for a total of nine meetings. Participants include staff from Owner and Engineer, as well as key Engineer subconsultant staff. Engineer shall prepare meeting minutes and submit for review and comment within 10 days of each meeting.

Task 1.0 Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Monthly progress meeting agendas and minutes (9)*

Task 2.0 - Capacity Analysis, Allocation/Reservation, and Hydraulic Evaluation

- 2.1 Review existing interceptor capacity allocations and reservations and develop cost allocation model for improvements to the Brushy Creek Interceptor.
- 2.2 Review updated flow data from Kenney Fort Meter and New meter 1431954 along with additional capacity allocations data provided by Owner to verify existing peaking factors. Review and update the SewerGEMS hydraulic model from the Master Plan with updated flow data and verify reasonable peaking factors for future flows in the reach of interest.
 - 2.2.1 Determine proposed interceptor diameters to:
 - 2.2.1.1 Replace the existing interceptor with a parallel interceptor; or,
 - 2.2.1.2 Construct a parallel interceptor to be utilized in combination with rehabilitated existing interceptor.
- 2.3 Develop anticipated participation percentages for each alternative.
- 2.4 Workshop - Coordinate, attend and present findings and recommendations of the partnership capacity and participation analysis to the Owner.
- 2.5 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to Owner comments and prepare a final version of the TM.

Task 2.0 Deliverables

- *Workshop meeting agendas and minutes*
- *Draft and Final Partnership Capacity and Participation Technical Memorandum*

Task 3.0 - Interceptor and Manhole Rehabilitation

- 3.1 Review existing CCTV condition assessment through the extents of the existing interceptor. Verify CCTV inspections were conducted in accordance with National Association of Sewer Service Companies (NASSCO) Pipe Assessment Certification Program (PACP) requirements.
- 3.2 Prepare a technical memorandum to summarize the basis of design for sewer rehabilitation work. This memorandum will include summaries of pipe conditions based on existing data, recommended rehabilitation technologies, preliminary-level opinion of probable costs, and critical coordination considerations of the following:
 - 3.2.1 Pipe condition will be summarized from existing inspection data only. Pipe segments with high-risk defects will be highlighted in the memorandum. Remedial measures will be identified.

- 3.2.2 Manhole conditions will be assumed and no additional inspections will be conducted. Remedial measures will be identified assuming 70% of manholes will need spot repairs, 30% will need structural repairs, and all manholes will be lined after repairs. Assumed manhole condition percentages are budgetary assumptions for cost estimating purposes only.
- 3.2.3 Rehabilitation, reconstruction, and relocation needs will be identified. Rehabilitation needs will be required to restore existing pipes and manholes after a parallel interceptor is constructed. Rehabilitation technology and any relocated segments will be detailed. A preliminary-level opinion of probable construction cost will be developed, and critical coordination considerations will be documented.

Task 4.0 - Data Collection and Alternative Evaluation

4.1 Constraint Investigation, Determination and Mapping

- 4.1.1 Collect and review GIS data and establish base files.
- 4.1.2 Review record drawings, reports, and surveys provided by Owner.

4.2 Cultural and Natural Resources Constraints Analysis

- 4.2.1 Utilize publicly available information to create a preliminary evaluation and generate a constraints analysis for cultural and natural resources, which includes a list of potential compliance actions and regulatory agencies. The constraints analysis will characterize key aquatic, biological, and cultural resources; land use; other potential restrictions; and prospective field survey needs to collect relevant data.
- 4.2.2 Publicly available information for natural resources that will be investigated include databases from the U.S. Geological Survey (USGS), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Texas Commission on Environmental Quality (TCEQ). The constraints analysis is intended to identify potential federal, state, and local approvals to develop the proposed project, including a matrix summarizing potential regulatory approvals, permit triggers, and estimated time frames for obtaining such approvals. Investigation will include a hazardous materials database search within the constraints analysis. One biologist will visit the project to take photographs and notes.
- 4.2.3 An archaeologist will perform a review of records from the Texas Archeological Research Laboratory available on the Texas Historical Commission's (THC's) online Texas Archeological Sites Atlas (Atlas) online database to identify previously recorded surveys or cultural resources within 0.6 miles (1.0 km) of the project area. In addition, the Atlas review will include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. An archaeologist will also review the Texas Department of Transportation's Texas Historic Overlay, a mapping/geographic information system (GIS) database with historic maps and resource information covering most of the state of Texas.

- 4.2.4 Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils present, and any obvious standing structures greater than 45 years in age that appear on USGS topographic maps. Together this information task will allow identification of areas within the property that have the potential to contain significant, undocumented cultural resources and evaluate archaeological potential.
- 4.2.5 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to Owner comments and prepare a final version of the TM.

Task 4.2 Deliverable

- *Draft and Final Cultural and Natural Resources Constraints Analysis TM*

4.3 Subsurface Utility Engineering (SUE)

- 4.3.1 Perform Quality Level D (QLD) SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”.
- 4.3.1.1 QLD SUE data is record-based data acquisition and does not include test hole data or field acquired invert or surveyed data.
- 4.3.2 Perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- 4.3.3 QLD SUE will depict the following utilities based on available utility records: potable water, reclaimed water, chilled water, traffic signal cables, street lighting, TxDOT CTMS cables, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater, and storm. Additionally, SUE will attempt to depict utility service lines, however, because these lines are often not shown on records, inclusion of all service lines in the final deliverables cannot be guaranteed. The following facilities/items are specifically excluded: private service lines, irrigation lines, detailed vault investigations, utility designating, inverts of wastewater and storm facilities, test hole data, and electronic depth readings.

Task 4.3 Deliverables

- A utility file in CAD format depicting all QLD SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11” x 17” SUE Plan Sheets depicting all QLD SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

4.4 **Alternative Evaluation.**

4.4.1 Identify and map (plan view only) two alternative interceptor improvements:

4.4.1.1 Construct parallel interceptor prior to rehabilitation of existing interceptor;

4.4.1.2 Construction of parallel interceptor and abandon existing interceptor.

4.4.2 Perform desktop geologic study utilizing borings from previous projects in the vicinity, construction records for the existing line, and public well reports. Evaluate potential trenchless locations and the probable required installation methods for each alignment

4.4.3 Prepare an opinion of probable construction costs (OPCC) for each alternative.

4.4.3.1 Bypass pumping/temporary conveyance will be addressed at a planning level (constraints and feasibility notes) and no detailed bypass pumping design is included.

4.4.4 Develop a permitting matrix that summarizes regulatory requirements for each alternative.

4.4.5 Workshop - Coordinate, attend and present findings and recommendations of the alignment evaluation to the Owner. Present cost and non-cost factors to select an alternative for Preliminary Engineering.

4.4.6 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to Owner comments and prepare a final version of the TM.

Task 4.4 Deliverables

- *Workshop meeting agendas and minutes*
- *Draft and Final Alignment Evaluation TM*

Task 5.0 - Engineering Feasibility Study

5.1 Prepare preliminary plan and profile drawing roll plots for the preferred alternative (approximately 11,300 LF). Profile drawings will be generated utilizing existing available LiDAR data (not survey data) and will be planning level representation of the preferred alternative.

5.2 Document recommended materials of construction.

5.3 Document recommendations for trenchless methods and develop additional geotechnical investigation scope for final design.

- 5.4 Document potential utility conflicts that will require further QL "A" subsurface utility engineering (SUE) investigations during final design.
- 5.5 Document required federal, state, and local approvals to develop the Project, including a matrix summarizing the required regulatory approvals, permit triggers, and estimated timeframes for obtaining such approvals.
- 5.6 Develop an implementation schedule including major design activities and estimated bid and construction phase milestones.
- 5.7 Prepare a Class 3 opinion of probable construction costs. Contingency shall be set at approximately 30 percent for total project costs as recommended by the American Association of Cost Engineers for a design with a 10 to 40 project definition level.
- 5.8 Prepare and submit a Draft of the Feasibility Study for the recommended alternative. Drawings will be included as a Roll Plot.
- 5.9 Workshop - Prepare for and conduct a Feasibility Study Workshop with Owner to discuss the following alternative design approaches.
- 5.10 Address Owner comments and submit a Final Feasibility Study. The Feasibility Study shall be submitted as a digital PDF document.

Task 5.0 Deliverables

- *Workshop meeting agendas and minutes*
- *Draft and Final Engineering Feasibility Study including plan and profile roll plot.*

**EXHIBIT C
WORK SCHEDULE**

The assumed overall project schedule is approximately 9 months from receipt of a fully executed contract which shall serve as notice-to-proceed.

EXHIBIT D
FEE SCHEDULE

Total compensation for Basic Services set forth in Exhibit B is estimated to be \$417,310. Owner shall pay Engineer for Basic Services set forth in Exhibit B on the basis of Standard Hourly Rates as described in Paragraph 1.0. Engineer's labor and fee summaries are attached as Appendix 1.

- 1.0 Owner shall pay Engineer for Basic Services set forth in Addendum to Exhibit B as follows:
- A. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
 - B. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
 - C. Engineer's Standard Hourly Rates are as indicated on the labor and fee summaries set forth in Appendix 1. The rate schedule is subject to annual review and adjustments.
 - D. The total compensation for services under Paragraph 1.0 is estimated to be \$417,310.
 - E. Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner. If it becomes apparent to Engineer that the compensation amount for Engineer's services will be exceeded, Engineer shall give Owner written notice thereof for review of the matter.
 - F. The amounts billed for Engineer's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
 - G. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer multiplied by a factor of 5%.
 - H. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 5%.

APPENDIX 1
ENGINEER'S LABOR AND FEE SUMMARY

| Brushy Creek Regional Wastewater System (BCRWWS) Brushy Creek Interceptor 1/19/2026 Detailed Cost Breakdown - Feasibility Study | | | | | | | | | Project Fee Summary | | | | | | |
|--|--|--------------------------|-----------|------------|----------------|------------|------------|----------|------------------------|--------------------|----------------------|-------------------|-------------------|-----------|-------|
| | | | | | | | | | Preliminary Design Fee | | \$417,310 | | | | |
| Basic Services | | | | | | | | | | | | | | | |
| Task | Employee | Archer | Petrasek | Bybel | Bullard/Dunlop | Crites | Childs | Campbell | Total Hours | Total Labor Effort | Total Expense Effort | Total Sub Effort | Total Effort | Position | |
| | | | | | | | | | | | | | | Principal | QA/QC |
| Tasks | | Current Hourly Bill Rate | | | | | | | | | | | | | |
| 1.0 | Project Management | | | | | | | | | | | | | | |
| 1.1 | Project Administration | 9 | | 90 | | | | 2 | 101 | \$ 31,240 | \$ - | \$ 19,301 | \$ 50,541 | | |
| 1.2 | Project Meetings | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| 1.2.1 | Internal Team Meetings (18) | 2 | 2 | 18 | 9 | 9 | | | 40 | \$ 9,510 | \$ - | \$ 4,867 | \$ 14,377 | | |
| 1.2.2 | Monthly Progress Meetings (9) | 4 | | 18 | 9 | 18 | | | 49 | \$ 10,760 | \$ 56 | \$ 2,604 | \$ 13,420 | | |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | 2 | 8 | | | | | 10 | \$ 3,100 | \$ - | \$ - | \$ 3,100 | | |
| 2.2 | Review and update existing hydraulic model | | | | | | | | | \$ - | \$ - | \$ 36,488 | \$ 36,488 | | |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | 2 | 4 | 8 | | | | 14 | \$ 3,140 | \$ - | \$ - | \$ 3,140 | | |
| 2.3 | Develop anticipated participation for each alternative | | 2 | 4 | | | | | 6 | \$ 1,860 | \$ - | \$ - | \$ 1,860 | | |
| 2.4 | Present findings at BCRWWS OC Meeting | 2 | | 4 | | | | | 6 | \$ 1,940 | \$ 56 | \$ 5,629 | \$ 7,625 | | |
| 2.5 | Prepare Draft and Final Technical Memorandum | 1 | 2 | 24 | | | 8 | | 35 | \$ 9,690 | \$ - | \$ 8,820 | \$ 18,510 | | |
| 3.0 | Inteceptor and Manhole Rehabilitation | | | | | | | | | | | | | | |
| 3.1 | Review existing CCTV Inspection Data | | | | | | | | | \$ - | \$ - | \$ 12,852 | \$ 12,852 | | |
| 3.2 | Develop Draft and Final Technical Memorandum | | 2 | 2 | | | | | 4 | \$ 1,240 | \$ - | \$ 31,059 | \$ 32,299 | | |
| 4.0 | Data Collection and Alternative Evaluation | | | | | | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | 2 | 8 | | 24 | | 34 | \$ 5,740 | \$ - | \$ - | \$ 5,740 | | |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | 2 | 12 | | 24 | | 38 | \$ 6,380 | \$ - | \$ - | \$ 6,380 | | |
| 4.2 | Cultural and Natural Resources Constraints Analysis TM | | 1 | 2 | | | | | 5 | \$ 1,250 | \$ - | \$ 17,002 | \$ 18,252 | | |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | 1 | 2 | | 4 | | 7 | \$ 1,270 | \$ - | \$ 9,275 | \$ 10,545 | | |
| 4.4 | Alternative Evaluation | | | | | | | | | | | | | | |
| 4.4.1 | Identify/map 2 Alternative Interceptor Improvements | | 1 | 4 | 12 | 8 | 24 | | 49 | \$ 8,350 | \$ - | \$ - | \$ 8,350 | | |
| 4.4.2 | Evaluate Trenchless Installation Methods | | | 4 | 4 | | | | 8 | \$ 1,880 | \$ - | \$ 4,809 | \$ 6,689 | | |
| 4.4.3 | OPCCs for each alternative | | 1 | 4 | 8 | 16 | | | 29 | \$ 4,910 | \$ - | \$ 14,501 | \$ 19,411 | | |
| 4.4.4 | Develop Permitting Matrix for each alternative | | 1 | 4 | | | | | 5 | \$ 1,550 | \$ - | \$ - | \$ 1,550 | | |
| 4.4.5 | Workshop - Alternative Evaluation | 2 | | 12 | 8 | 8 | | | 30 | \$ 6,740 | \$ - | \$ 2,033 | \$ 8,773 | | |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | 1 | 2 | 16 | 24 | 32 | 40 | | 115 | \$ 20,330 | \$ 56 | \$ 3,392 | \$ 23,778 | | |
| 5.0 | Engineering Feasibility Study | | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | 2 | 8 | 40 | 24 | 120 | | 194 | \$ 31,820 | \$ - | \$ - | \$ 31,820 | | |
| 5.2 | Evaluate Materials of Construction | | 1 | 8 | 24 | | | | 33 | \$ 6,630 | \$ - | \$ - | \$ 6,630 | | |
| 5.3 | Develop recommendations for Trenchless Methods | | 1 | 2 | | | | | 3 | \$ 930 | \$ - | \$ 3,822 | \$ 4,752 | | |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | 1 | 2 | | 4 | | 7 | \$ 1,270 | \$ - | \$ - | \$ 1,270 | | |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | 1 | 4 | | | | | 5 | \$ 1,550 | \$ - | \$ - | \$ 1,550 | | |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | 1 | 2 | 2 | | | | 5 | \$ 1,250 | \$ - | \$ - | \$ 1,250 | | |
| 5.7 | Prepare Class 3 OPCC | | 1 | 2 | 4 | 16 | | | 23 | \$ 3,650 | \$ - | \$ - | \$ 3,650 | | |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibit | 1 | 2 | 16 | 32 | 40 | 24 | | 115 | \$ 20,090 | \$ - | \$ 19,845 | \$ 39,935 | | |
| 5.9 | Workshop - Feasibility Study Review | 2 | | 8 | 8 | 4 | | | 22 | \$ 4,980 | \$ 56 | \$ 2,490 | \$ 7,526 | | |
| 5.10 | Prepare and Submit Final Feasibility Study | 1 | 2 | 12 | 16 | 16 | 16 | | 63 | \$ 11,890 | \$ - | \$ 3,360 | \$ 15,250 | | |
| Total Basic Services Hours | | 25 | 29 | 286 | 234 | 191 | 288 | 2 | 1,055 | \$ 214,940 | \$ 224 | \$ 202,146 | \$ 417,310 | | |

| Brushy Creek Regional Wastewater System (BCRWWS) Brushy Creek Interceptor 1/19/2026 Detailed Cost Breakdown - Feasibility Study | | | | | | | | | Project Fee Summary | |
|--|--|---------------|-------------|-------------|-------------|-------------|-------------|-------------|------------------------|---------------|
| | | | | | | | | | Preliminary Design Fee | \$417,310 |
| Task | Expenses | Miles | Printing | Hotel | Travel | Other | Other | Other | Total Expenses | |
| 1.0 | Project Management | | | | | | | | | |
| 1.1 | Project Administration | | | | | | | | \$ - | |
| 1.2 | Project Meetings | | | | | | | | \$ - | |
| 1.2.1 | Internal Team Meetings (18) | | | | | | | | \$ - | |
| 1.2.2 | Monthly Progress Meetings (9) | 80 | | | | | | | \$ 56 | |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | \$ - | |
| 2.2 | Review and update existing hydraulic model | | | | | | | | \$ - | |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | \$ - | |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | \$ - | |
| 2.4 | Present findings at BCRWWS OC Meeting | 80 | | | | | | | \$ 56 | |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | \$ - | |
| 3.0 | Interceptor and Manhole Rehabilitation | | | | | | | | | |
| 3.1 | Review existing CCTV Inspection Data | | | | | | | | \$ - | |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | \$ - | |
| 4.0 | Data Collection and Alternative Evaluation | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | \$ - | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | \$ - | |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | \$ - | |
| 4.2 | Cultural and Natural Resources Constraints Analysis TM | | | | | | | | \$ - | |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | \$ - | |
| 4.4 | Alternative Evaluation | | | | | | | | \$ - | |
| 4.4.1 | Identify/map 2 Alternative Interceptor Improvements | | | | | | | | \$ - | |
| 4.4.2 | Evaluate Trenchless Installation Methods | | | | | | | | \$ - | |
| 4.4.3 | OPCCs for each alternative | | | | | | | | \$ - | |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | \$ - | |
| 4.4.5 | Workshop - Alternative Evaluation | | | | | | | | \$ - | |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | 80 | | | | | | | \$ 56 | |
| 5.0 | Engineering Feasibility Study | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | \$ - | |
| 5.2 | Evaluate Materials of Construction | | | | | | | | \$ - | |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | | \$ - | |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | \$ - | |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | \$ - | |
| 5.6.0 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | \$ - | |
| 5.7.0 | Prepare Class 3 OPCC | | | | | | | | \$ - | |
| 5.8.0 | Prepare Draft Feasibility Study with Roll Plot Exhibit | | | | | | | | \$ - | |
| 5.9.0 | Workshop - Feasibility Study Review | 80 | | | | | | | \$ 56 | |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | \$ - | |
| | | | | | | | | | \$ - | |
| Total Expenses Effort | | \$ 224 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 224 |

Brushy Creek Regional Wastewater System (BCRWWS)
 Brushy Creek Interceptor
 1/19/2026
 Detailed Cost Breakdown - CDM Smith

| Project Fee Summary | |
|----------------------|------------------|
| Basic Services | \$106,501 |
| Total Project | \$132,908 |

| Task | Expenses | Miles | Meals | | | | | | | Printing | Hotel | Travel | | Other | Other | Other | Total Expenses |
|------------|--|---------------|-------------|--|--|--|--|--|--|-------------|---------------|---------------|--|-------------|-------------|-------------|-----------------|
| 1.0 | Project Management | | | | | | | | | | | | | | | | |
| | Expense Cost | \$ 0.70 | \$ 1.05 | | | | | | | \$ 1.05 | \$ 1.05 | \$ 1.05 | | \$ 1.05 | | | |
| 1.1 | Project Administration | | | | | | | | | | | | | | | | \$ - |
| 1.2 | Project Meetings | | | | | | | | | | | | | | | | \$ - |
| 1.2.1 | Internal Team Meetings (30) | | | | | | | | | | | | | | | | \$ - |
| 1.2.2 | Monthly Progress Meetings (9) | | | | | | | | | | | | | | | | \$ - |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | | | | | | | | | \$ - |
| 2.2 | Review and update existing hydraulic model | | | | | | | | | | | | | | | | \$ - |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | | | | | | | | | \$ - |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | | | | | | | | | \$ - |
| 2.4 | Present findings at BCRWWS OC Meeting | 80 | | | | | | | | | 200 | 300 | | | | | \$ 581 |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | | | | | | | \$ - |
| 3.0 | Interceptor and Manhole Rehabilitation | | | | | | | | | | | | | | | | |
| 3.1 | Review existing CCTV | | | | | | | | | | | | | | | | \$ - |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | | | | | | | | | \$ - |
| 4.0 | Alignment Evaluation | | | | | | | | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | | | | | | | | | \$ - |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | | | | | | | | | \$ - |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | | | | | | | | | \$ - |
| 4.2 | Cultural and Natural Resources Constraints Analysis TM | | | | | | | | | | | | | | | | \$ - |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | | | | | | | | | \$ - |
| 4.4 | Alignment Evaluation | | | | | | | | | | | | | | | | \$ - |
| 4.4.1 | Identify up to 3 Alt Parallel Interceptor Alignment | | | | | | | | | | | | | | | | \$ - |
| 4.4.2 | Evaluate Trenchless Installation Methods | | | | | | | | | | | | | | | | \$ - |
| 4.4.3 | OPCCs for each alternative | | | | | | | | | | | | | | | | \$ - |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | | | | | | | | | \$ - |
| 4.4.5 | Workshop - Alignment Evaluation | 80 | | | | | | | | | | | | | | | \$ 56 |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | | | | | | | \$ - |
| 5.0 | Engineering Feasibility Study | | | | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | | | | | | | | | \$ - |
| 5.2 | Evaluate Materials of Construction | | | | | | | | | | | | | | | | \$ - |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | | | | | | | | | | \$ - |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | | | | | | | | | \$ - |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | | | | | | | | | \$ - |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | | | | | | | | | \$ - |
| 5.7 | Prepare Class 3 OPCC | | | | | | | | | | | | | | | | \$ - |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibit | | | | | | | | | | | | | | | | \$ - |
| 5.9 | Workshop - Feasibility Study Review | 80 | | | | | | | | | | 300 | | | | | \$ 371 |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | | | | | | | | | \$ - |
| | Total Expenses Effort | \$ 168 | \$ - | | | | | | | \$ - | \$ 210 | \$ 630 | | \$ - | \$ - | \$ - | \$ 1,008 |

SCHNABEL SCOPE OF SERVICES

Related to the scope of services outlined in the prime consultant agreement, Schnabel proposes the following specific services:

Task 1.0 - Project Management, Coordination, and Meetings

Task 1.1.3: Prepare monthly invoices and provide a brief description of services performed that month (1 hr / mo for 9 months).

Task 1.2.1: Schnabel will attend between three and six internal virtual coordination meetings lasting between 30 minutes and one hour each.

Task 1.2.2: Schnabel PM will attend two of the planned 12 monthly progress meetings with the owner via Teams.

Task 4.0 - Alignment Evaluation

Task 4.4.2: Perform a desktop geologic study utilizing borings from previous projects in the vicinity, construction records for the existing line, and public well reports. Utilizing this available information, evaluate potential trenchless locations and the probable required installation methods for each alignment.

Task 4.4.3: Prepare a simple OPCC for each trenchless crossing for the purpose of comparing alternatives. Assist in incorporating these estimates into the overall OPCC for each alternative.

Task 4.4.6: Provide input to the Draft Technical Memorandum (TM) related to trenchless design and construction. Respond to applicable Owner comments and assist in the prepare of the Final TM.

Task 5.0 - Engineering Feasibility Study

Task 5.3: Develop recommendations for trenchless methods and develop additional geotechnical investigation scope for final design.

Assumptions:

- A maximum of three trenchless crossing locations will be evaluated.

Exclusions:

- Specific input to the Final engineering feasibility study report.
- Attendance at the final engineering feasibility study workshop.
- Input to required staging areas or otherwise for temporary and permanent easement considerations.

- A detailed (bottom-up) OPCC
- Input to open cut construction design or construction considerations.
- Trenchless analysis to evaluate profile (pipe) depth.
- Input to trenchless alignment or shaft locations
- Site visits
- Hydraulic design.
- Evaluation of cultural and natural resources impacts
- Subsurface Utility Engineering (SUE)
- Surveying
- Existing interceptor and manhole rehabilitation evaluation
- Preparation of meeting minutes.
- CAD work
- Other services not described herein.

| | |
|---|---|
| Brushy Creek Regional Wastewater System (BCRWWS) Brushy Creek Interceptor 1/19/2026 Detailed Cost Breakdown - Schnabel Engineering | Project Fee Summary |
| | Basic Services \$29,430 Total Project \$29,430 |

| Basic and Special Services | | | | | | | | | | | | | | |
|----------------------------|--|------------------------|--------------------|--------------|-----------------------------|---------------------------|------------------|----------|-------------|--------------------|--------------------|----------------------|------------------|------------------|
| Task | Employee | Rick Smith | Matt Koziol | Kemp Lewis | Erick Cruz or Patrick Moore | Jim Foley | Bill Monville | F Bolima | Total Hours | Total Labor Effort | Total Labor Effort | Total Expense Effort | Total Sub Effort | Total Effort |
| | Position | Principal / Sr. Review | Sr. Associate / PM | Sr. Engineer | Proj. Engr / Deputy PM | Principal Chief Estimator | Sr. Estimator II | CAD | | | | | | |
| | Tasks Current Hourly Bill Rate | \$340 | \$300 | \$245 | \$215 | \$410 | \$255 | | | | | | | |
| 1.0 | Project Management | | | | | | | | | | | | | |
| 1.1 | Project Administration | | | | 9 | | | | 9 | 1,935 | \$ 1,935 | \$ - | \$ - | \$ 1,935 |
| 1.2 | Project Meetings | | | | | | | | | | | | | |
| 1.2.1 | Internal Team Meetings | | 3 | 3 | | | | | 6 | 1,635 | \$ 1,635 | \$ - | \$ - | \$ 1,635 |
| 1.2.2 | Monthly Progress Meetings | | 2 | | | | | | 2 | 600 | \$ 600 | \$ - | \$ - | \$ 600 |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.2 | Review and update existing hydraulic model | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.4 | Present findings at BCRWWS OC Meeting | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 3.0 | Inteceptor and Manhole Rehabilitation | | | | | | | | | | | | | |
| 3.1 | Review existing CCTV and Manhole Inspection Data | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.0 | Alignment Evaluation | | | | | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.2 | Cultural and Natural Resouces Constraints Analysis TM | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4 | Alignment Evaluation | | | | | | | | | | | | | |
| 4.4.1 | Identify/Map 2 Alt Parallel Interceptor Improvements | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.2 | Evaluate Trenchless Installation Methods (includes desktop geologic study) | 2 | 4 | 4 | 8 | | | | 18 | 4,580 | \$ 4,580 | \$ - | \$ - | \$ 4,580 |
| 4.4.3 | OPCCs for each alternative | 1 | 2 | 2 | 12 | 4 | 32 | | 53 | 13,810 | \$ 13,810 | \$ - | \$ - | \$ 13,810 |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.5 | Workshop - Alignment Evaluation | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | 1 | 2 | | 4 | 1 | 4 | | 12 | 3,230 | \$ 3,230 | \$ - | \$ - | \$ 3,230 |
| 5.0 | Engineering Feasibility Study | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.2 | Evaluate Materials of Construction | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.3 | Develop recommendations for Trenchless Methods | 1 | 2 | 4 | 8 | | | | 15 | 3,640 | \$ 3,640 | \$ - | \$ - | \$ 3,640 |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.7 | Prepare Class 3 OPCC | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibits | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.9 | Workshop - Feasibility Study Review | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| | Total Basic Services Hours | 5 | 15 | 13 | 41 | 5 | 36 | - | 115 | 29,430 | \$ 29,430 | \$ - | \$ - | \$ 29,430 |

Brushy Creek Regional Wastewater System (BCRWWS)

Brushy Creek Interceptor

1/19/2026

Detailed Cost Breakdown - Schnabel Engineering

Project Fee Summary

| | |
|----------------------|-----------------|
| Basic Services | \$29,430 |
| Total Project | \$29,430 |

| Task | Expenses | Miles | Meals | Printing | Hotel | Travel | Other | Other | Total Expenses |
|------------|--|---------|---------|----------|---------|---------|---------|-------|----------------|
| | Expense Cost | \$ 0.63 | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 1.05 | | |
| 1.0 | Project Management | | | | | | | | |
| 1.1 | Project Administration | | | | | | | | \$ - |
| 1.2 | Project Meetings | | | | | | | | |
| 1.2.1 | Internal Team Meetings | | | | | | | | \$ - |
| 1.2.2 | Monthly Progress Meetings | | | | | | | | \$ - |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | \$ - |
| 2.2 | Review and update existing hydraulic model | | | | | | | | \$ - |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | \$ - |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | \$ - |
| 2.4 | Present findings at BCRWWS OC Meeting | | | | | | | | \$ - |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | \$ - |
| 3.0 | Inteceptor and Manhole Rehabilitation | | | | | | | | |
| 3.1 | Review existing CCTV and Manhole Inspection Data | | | | | | | | \$ - |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | \$ - |
| 4.0 | Alignment Evaluation | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | \$ - |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | \$ - |
| 4.2 | Cultural and Natural Resouces Constraints Analysis TM | | | | | | | | \$ - |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | \$ - |
| 4.4 | Alignment Evaluation | | | | | | | | |
| 4.4.1 | Identify/Map 2 Alt Parallel Interceptor Improvements | | | | | | | | \$ - |
| 4.4.2 | Evaluate Trenchelss Installation Methods (includes desktop geologic study) | | | | | | | | \$ - |
| 4.4.3 | OPCCs for each alternative | | | | | | | | \$ - |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | \$ - |
| 4.4.5 | Workshop - Alignment Evaluation | | | | | | | | \$ - |
| 4.4.6 | Prepare Draft and Final Techncial Memorandum | | | | | | | | \$ - |
| 5.0 | Engineering Feasibility Study | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | \$ - |
| 5.2 | Evaluate Materials of Construction | | | | | | | | \$ - |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | | \$ - |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | \$ - |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | \$ - |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | \$ - |
| 5.7 | Prepare Class 3 OPCC | | | | | | | | \$ - |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibits | | | | | | | | \$ - |
| 5.9 | Workshop - Feasibility Study Review | | | | | | | | \$ - |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | \$ - |
| | | | | | | | | | \$ - |
| | Total Expense Items | - | - | - | - | - | - | - | |
| | Total Expenses Effort | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

APPENDIX 1.3
SWCA SCOPE OF SERVICES AND LABOR AND FEE
SUMMARY



4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

December 16, 2025

Aaron Archer, Vice President
Walker Partners
6504 Bridge Point Parkway #200
Austin, Texas 78730

Re: Brushy Creek Regional Wastewater System Interceptor Project / SWCA Project # 00100351-000-AUS

Dear Aaron Archer:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for environmental services for the proposed Brushy Creek Regional Wastewater System Interceptor Project in Williamson County, Texas. It is our understanding that this project will require the following: 1) Project Management, Coordination, and Meetings; and 2) Cultural and Natural Resources Constraints Analysis.

The cost to complete these tasks, as described in the attached scope of work, is a not-to-exceed total of \$21,349.00. The cost estimate is valid for 90 days, after which time we reserve the right to create a new cost estimate.

Thank you for providing us with the opportunity to work with you. After receipt of a signed contract, we will be able to start work immediately. Please contact me at (737) 220-3313 or email me at svankampenlewis@swca.com if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen Van Kampen-Lewis', is written over a white background.

Stephen Van Kampen-Lewis
Lead Project Manager

SCOPE OF WORK

The existing Brushy Creek Interceptor from the confluence of Lake Creek and Brushy Creek to the Brushy Creek Regional East Wastewater Treatment Plant was installed in the mid-1980s and shows signs of serious degradation. Additionally, as growth and flows continue to increase, the existing Brushy Creek Interceptor lacks sufficient capacity to handle the additional flows. The Brushy Creek Regional Wastewater System Interceptor Project (project) consists of planning level evaluation and preliminary engineering to assemble and review existing data, verify environmental/cultural permitting requirements, collect additional field data, to develop recommendations for project improvements. Final design, bidding and construction phase services shall be provided as additional services by supplemental contract.

PHASE 1. PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

SWCA plans to attend one virtual meeting for the project. SWCA assume the meeting will be up to two hours long and will be attended by up to two SWCA staff members. One SWCA staff member will also attend three internal meetings, each one hour long. SWCA's performance of multiple simultaneous natural and cultural resources services for the project provides multiple efficiencies related to project management, data management, field logistics, and quality assurance/quality control. Additionally, SWCA's project manager will actively communicate with Walker Partners and any other members of the project team in order to remain on schedule and within budget. SWCA will prepare monthly invoices and project progress reports.

DELIVERABLES

- Monthly invoices and project progress reports

PHASE 2. CULTURAL AND NATURAL RESOURCES CONSTRAINTS ANALYSIS

SWCA will utilize publicly available information to create a preliminary evaluation and generate a constraints analysis for cultural and natural resources, which includes a list of potential compliance actions and regulatory agencies. The constraints analysis will characterize key aquatic, biological, and cultural resources; land use; other potential restrictions; and prospective field survey needs to collect relevant data.

Publicly available information for natural resources that SWCA will investigate include databases from the U.S. Geological Survey (USGS), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Texas Commission on Environmental Quality (TCEQ). The constraints analysis is intended to identify potential federal, state, and local approvals to develop the proposed project, including a matrix summarizing potential regulatory approvals, permit triggers, and estimated time frames for obtaining such approvals. SWCA will include a hazardous materials database search within the constraints analysis.

An SWCA archaeologist will perform a review of records from the Texas Archeological Research Laboratory available on the Texas Historical Commission's (THC's) online Texas Archeological Sites Atlas (Atlas) online database to identify previously recorded surveys or cultural resources within 0.6 mile (1.0 km) of the project area. In addition, the Atlas review will include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. SWCA will also review the Texas Department of Transportation's Texas Historic Overlay, a mapping/geographic information system (GIS) database with historic maps and resource information covering most of the state of Texas.

Other critical factors that SWCA will examine include the level of previous disturbances from residential and commercial development, types of soils present, and any obvious standing structures greater than 45 years in age

that appear on USGS topographic maps. Together this information task will allow SWCA to identify any areas within the property that have the potential to contain significant, undocumented cultural resources and evaluate archaeological potential.

DELIVERABLE

- Draft and Final Cultural and Natural Resources Constraints Analysis report

COST ESTIMATE AND ASSUMPTIONS

Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed without client approval \$22,997.00 to complete the project as presented in the table below.

This cost estimate is valid for ninety (90) days from the date of the proposal.

Table 1. Cost Estimate.

| Phase/Task | Labor \$ | Expenses \$ | NTE Total \$ |
|--|-------------|-------------|--------------------|
| Phase 1. Project Management, Coordination, and Meetings | \$5,157.00 | \$ - | \$5,157.00 |
| Phase 2. Cultural and Natural Resources Constraints Analysis | \$15,192.00 | \$1,000.00 | \$16,192.00 |
| PROJECT TOTAL | | | \$21,349.00 |

ASSUMPTIONS

- Phase 1 – Project Management, Coordination, and Meetings
 - SWCA to attend one virtual meeting up to two hours long and will be attended by up to two SWCA staff
 - SWCA will attend three internal meetings, each lasting one hour
- Phase 2 – Cultural and Natural Resources Constraints Analysis
 - SWCA will include a hazardous materials database search within the constraints analysis

| | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|----------------------------|--|----------|--|--|
| Brushy Creek Regional Wastewater System (BCRWWS) Brushy Creek Interceptor 1/19/2026 Detailed Cost Breakdown - SWCA | | | | | | | | | | | Project Fee Summary | | | | |
| | | | | | | | | | | | Basic Services | | \$21,349 | | |
| | | | | | | | | | | | Total Project | | \$21,349 | | |

| Basic and Special Services | | | | | | | | | | | | | | | | | |
|-----------------------------------|--|----------|----------------|---------------|--------------|----------------|-----------------|---------------|--------------|----------------|----------|-------------|--------------------|--------------------|----------------------|------------------|------------------|
| Task | Employee | Position | Specialist III | Specialist IV | Specialist V | Specialist VII | Specialist VIII | Specialist IX | Specialist X | Specialist XII | SME I | Total Hours | Total Labor Effort | Total Labor Effort | Total Expense Effort | Total Sub Effort | Total Effort |
| | | | | | | | | | | | | | | | | | |
| 1.0 | Project Management | | | | | | | | | | | | | | | | |
| 1.1 | Project Administration | 8 | | | | | | 20 | 5 | | | 33 | 5,157 | \$ 5,157 | \$ - | \$ - | \$ 5,157 |
| 1.2 | Project Meetings | | | | | | | | | | | | | | | | |
| 1.2.1 | Internal Team Meetings (52) | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 1.2.2 | Monthly Progress Meetings (12) | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.2 | Review and update existing hydraulic model | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.4 | Present findings at BCRWWS OC Meeting | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 3.0 | Inteceptor and Manhole Rehabilitation | | | | | | | | | | | | | | | | |
| 3.1 | Review existing CCTV and Manhole Inspection Data | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.0 | Alternative Evaluation | | | | | | | | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | | | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.2 | Cultural and Natural Resources Constraints Analysis TM | 10 | 16 | 20 | 13 | 3 | 25 | 10 | 3 | 3 | 3 | 103 | 15,192 | \$ 15,192 | \$ 1,000 | \$ - | \$ 16,192 |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4 | Alternative Evaluation | | | | | | | | | | | | | | | | |
| 4.4.1 | Identify/map 2 Alternative Interceptor Improvements | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.2 | Evaluate Trenchless Installation Methods | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.3 | OPCCs for each alternative | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.5 | Workshop - Alternative Evaluation | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.0 | Engineering Feasibility Study | | | | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.2 | Evaluate Materials of Construction | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.7 | Prepare Class 3 OPCC | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibit | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.9 | Workshop - Feasibility Study Review | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| Total Basic Services Hours | | | 18 | 16 | 20 | 13 | 3 | 45 | 15 | 3 | 3 | 136 | 14,193 | \$ 20,349 | \$ 1,000 | \$ - | \$ 21,349 |

Brushy Creek Regional Wastewater System (BCRWWS)
Brushy Creek Interceptor
1/19/2026
Detailed Cost Breakdown - SWCA

Project Fee Summary

| | |
|-----------------------|----------|
| Basic Services | \$21,349 |
| Total Project | \$21,349 |

| Task | Expenses | Other | Other | Other | Miles | Meals | Printing | Hotel | HazMat Database Search | GPS Tablet | Total Expenses |
|------------|--|---------|---------|---------|---------|---------|----------|---------|------------------------|------------|----------------|
| | Expense Cost | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 0.63 | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 1,000.00 | \$ 40.00 | |
| 1.0 | Project Management | | | | | | | | | | |
| 1.1 | Project Administration | | | | | | | | | | \$ - |
| 1.2 | Project Meetings | | | | | | | | | | |
| 1.2.1 | Internal Team Meetings (52) | | | | | | | | | | \$ - |
| 1.2.2 | Monthly Progress Meetings (12) | | | | | | | | | | \$ - |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | | | \$ - |
| 2.2 | Review and update existing hydraulic model | | | | | | | | | | \$ - |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | | | \$ - |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | | | \$ - |
| 2.4 | Present findings at BCRWWS OC Meeting | | | | | | | | | | \$ - |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | \$ - |
| 3.0 | Inteceptor and Manhole Rehabilitation | | | | | | | | | | |
| 3.1 | Review existing CCTV and Manhole Inspection Data | | | | | | | | | | \$ - |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | | | \$ - |
| 4.0 | Alternative Evaluation | | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | | | \$ - |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | | | \$ - |
| 4.2 | Cultural and Natural Resouces Constraints Analysis TM | | | | | | | | 1 | | \$ 1,000 |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | | | \$ - |
| 4.4 | Alternative Evaluation | | | | | | | | | | |
| 4.4.1 | Identify/map 2 Alternative Interceptor Improvements | | | | | | | | | | \$ - |
| 4.4.2 | Evaluate Trenchelss Installation Methods | | | | | | | | | | \$ - |
| 4.4.3 | OPCCs for each alternative | | | | | | | | | | \$ - |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | | | \$ - |
| 4.4.5 | Workshop - Alternative Evaluation | | | | | | | | | | \$ - |
| 4.4.6 | Prepare Draft and Final Techncial Memorandum | | | | | | | | | | \$ - |
| 5.0 | Engineering Feasibility Study | | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | | | \$ - |
| 5.2 | Evaluate Materials of Construction | | | | | | | | | | \$ - |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | | | | \$ - |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | | | \$ - |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | | | \$ - |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | | | \$ - |
| 5.7 | Prepare Class 3 OPCC | | | | | | | | | | \$ - |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibit | | | | | | | | | | \$ - |
| 5.9 | Workshop - Feasibility Study Review | | | | | | | | | | \$ - |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ - |
| | Total Expense Items | - | - | - | - | - | - | - | 1 | - | |
| | Total Expenses Effort | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000 | \$ - | \$ 1,000 |



December 18, 2025

Jason Bybel, PE, PMP
Walker Partners
6504 Bridge Point Pkwy., Suite 200
Austin, Texas 78730
512.913.4316
jbybel@walkerpartners.com

**RE: Subsurface Utility Engineering
BCRWWS Interceptor
Round Rock, Texas**

Dear Mr. Bybel:

The Rios Group, Inc. (TRG) is pleased to submit a revised cost proposal for Subsurface Utility Engineering (SUE) for the above-referenced project. This proposal is based on information provided via email on November 4, 2025 and comments received via email on December 16, 2025.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by Walker Partners (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLD SUE services.

In general, QLD SUE services are requested within the limits of the BCRWWS Interceptor project as shown in red on Exhibit B, attached to this proposal. The limits will extend approximately 12,000 LF along the existing utility easements near Brushy Creek, City of Round Rock owned property, and public Right-of-Way and include a 100’ wide corridor centered on the proposed alignment. TRG has made the following assumptions for the QLD SUE Services on this project:

- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- TRG will depict the following utilities based on available utility records: potable water, reclaimed water, chilled water, traffic signal cables, street lighting, TxDOT CTMS cables, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater, and storm. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, detailed vault investigations, utility designating, inverts of wastewater and storm facilities.

The survey of above ground utility features is not included in this scope of work. It is assumed that the Client will provide utility appurtenance survey data and planimetric survey files for use in preparing the final deliverables.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can begin utility records research work immediately upon receiving Notice-To-Proceed (NTP). TRG estimates that the QLC/D SUE work can be completed in thirty-four (34) working days broken down as follows:

- Records Research – 10 days
- QLD deliverable preparation – 20 days

Estimated Fee

The total estimated cost to complete the work described herein is **Eight Thousand Eight Hundred Thirty-Two Dollars and 48/100 (\$8,832.48)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Derik Melton
Project Manager



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
BCRWWS Interceptor
Round Rock, Texas

EXHIBIT A

| Hourly Office Labor | <i>Rate</i> | <i>Assumed Quantity</i> | <i>Unit of Measure</i> | <i>Sub-Total</i> |
|-----------------------------|-------------|-----------------------------|----------------------------|--------------------|
| Supervisory Engineer | \$ 208.60 | 2 | HR | \$ 417.20 |
| Senior SUE Project Manager | \$ 202.92 | 4 | HR | \$ 811.68 |
| SUE Project Manager | \$ 166.97 | 8 | HR | \$ 1,335.76 |
| Professional Engineer | \$ 179.49 | | HR | \$ - |
| Assistant Project Manager | \$ 117.06 | 12 | HR | \$ 1,404.72 |
| Engineer in Training | \$ 119.94 | | HR | \$ - |
| CADD Technician | \$ 84.44 | 48 | HR | \$ 4,053.12 |
| Senior CADD Technician | \$ 106.98 | | HR | \$ - |
| Engineering Technician | \$ 67.50 | 12 | HR | \$ 810.00 |
| Field Manager | \$ 131.41 | | HR | \$ - |
| Administrative Specialist | \$ 77.30 | | HR | \$ - |
| Total Estimated Cost | | | | \$ 8,832.48 |

EXHIBIT C DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

| | |
|------------|-------------------------------|
| 3D | three-dimensional |
| CAD | Computer-Aided Design |
| EOI | End of Information |
| GIS | geographic information system |
| GPR | ground penetrating radar |
| ROE | Right of Entry |
| ROW | Right of Way |
| SAF | Surface Adjustment Factor |

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

| | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|----------------------------|--|----------------|--|
| Brushy Creek Regional Wastewater System (BCRWWS) Brushy Creek Interceptor 1/19/2026 Detailed Cost Breakdown - The Rios Group | | | | | | | | | | Project Fee Summary | | | |
| | | | | | | | | | | Basic Services | | \$8,833 | |
| | | | | | | | | | | Total Project | | \$8,833 | |

| Basic and Special Services | | | | | | | | | | | | | | |
|-----------------------------------|--|----------------------------------|----------------------|-------------------------|---------------------|--------------|-----------|------------------|-------------|--------------------|--------------------|----------------------|------------------|-----------------|
| Task | Employee | | Supervisory Engineer | Sr. SUE Project Manager | SUE Project Manager | Assistant PM | CAD Tech | Engineering Tech | Total Hours | Total Labor Effort | Total Labor Effort | Total Expense Effort | Total Sub Effort | Total Effort |
| | Position | Tasks Current Hourly Bill Rate | | | | | | | | | | | | |
| 1.0 | Project Management | | | | | | | | | | | | | |
| 1.1 | Project Administration | | | | | | | | | | | | | |
| 1.2 | Project Meetings | | | | | | | | | | | | | |
| 1.2.1 | Internal Team Meetings (52) | | | | | | | | | | | | | |
| 1.2.2 | Monthly Progress Meetings (12) | | | | | | | | | | | | | |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | | | | | | | |
| 2.2 | Review and update existing hydraulic model | | | | | | | | | | | | | |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | | | | | | | |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | | | | | | | |
| 2.4 | Present findings at BCRWWS OC Meeting | | | | | | | | | | | | | |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | | | | |
| 3.0 | Interceptor and Manhole Rehabilitation | | | | | | | | | | | | | |
| 3.1 | Review existing CCTV and Manhole Inspection Data | | | | | | | | | | | | | |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | | | | | | | |
| 4.0 | Alternative Evaluation | | | | | | | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | | | | | | | |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | | | | | | | |
| 4.2 | Cultural and Natural Resources Constraints Analysis TM | 2 | 4 | 8 | 12 | 48 | 12 | 86 | 8,833 | \$ 8,833 | \$ - | \$ - | \$ 8,833 | |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | | | | | | | |
| 4.4 | Alternative Evaluation | | | | | | | | | | | | | |
| 4.4.1 | Identify/map 2 Alternative Interceptor Improvements | | | | | | | | | | | | | |
| 4.4.2 | Evaluate Trenchless Installation Methods | | | | | | | | | | | | | |
| 4.4.3 | OPCCs for each alternative | | | | | | | | | | | | | |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | | | | | | | |
| 4.4.5 | Workshop - Alternative Evaluation | | | | | | | | | | | | | |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | | | | | | | | | | | | | |
| 5.0 | Engineering Feasibility Study | | | | | | | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | | | | | | | |
| 5.2 | Evaluate Materials of Construction | | | | | | | | | | | | | |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | | | | | | | |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | | | | | | | |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | | | | | | | |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | | | | | | | |
| 5.7 | Prepare Class 3 OPCC | | | | | | | | | | | | | |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibit | | | | | | | | | | | | | |
| 5.9 | Workshop - Feasibility Study Review | | | | | | | | | | | | | |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | | | | | | | |
| Total Basic Services Hours | | | 2 | 4 | 8 | 12 | 48 | 12 | 86 | 6,268 | \$ 8,833 | \$ - | \$ - | \$ 8,833 |

Brushy Creek Regional Wastewater System (BCRWWS)
Brushy Creek Interceptor
1/19/2026
Detailed Cost Breakdown - The Rios Group

Project Fee Summary

| | |
|-----------------------|---------|
| Basic Services | \$8,833 |
| Total Project | \$8,833 |

| Task | Expenses | Other | Other | Other | Meals | Hotel | Other | Total Expenses |
|------------|--|---------|---------|---------|---------|---------|---------|----------------|
| | Expense Cost | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 1.05 | \$ 1.05 | |
| 1.0 | Project Management | | | | | | | |
| 1.1 | Project Administration | | | | | | | \$ - |
| 1.2 | Project Meetings | | | | | | | |
| 1.2.1 | Internal Team Meetings (52) | | | | | | | \$ - |
| 1.2.2 | Monthly Progress Meetings (12) | | | | | | | \$ - |
| 2.0 | Capacity Analysis, Allocation/Reservation, and Hydraulic Eval | | | | | | | |
| 2.1 | Review existing allocations/reservations - develop cost allocation Model | | | | | | | \$ - |
| 2.2 | Review and update existing hydraulic model | | | | | | | \$ - |
| 2.2.1 | Determine Interceptor diameters for two alternatives | | | | | | | \$ - |
| 2.3 | Develop anticipated participation for each alternative | | | | | | | \$ - |
| 2.4 | Present findings at BCRWWS OC Meeting | | | | | | | \$ - |
| 2.5 | Prepare Draft and Final Technical Memorandum | | | | | | | \$ - |
| 3.0 | Interceptor and Manhole Rehabilitation | | | | | | | |
| 3.1 | Review existing CCTV and Manhole Inspection Data | | | | | | | \$ - |
| 3.2 | Develop Draft and Final Technical Memorandum | | | | | | | \$ - |
| 4.0 | Alternative Evaluation | | | | | | | |
| 4.1 | Constraint Investigation, Determination, and Mapping | | | | | | | |
| 4.1.1 | Collect and review GIS data and establish base files | | | | | | | \$ - |
| 4.1.2 | Review record drawings and surveys provided by Owner. | | | | | | | \$ - |
| 4.2 | Cultural and Natural Resources Constraints Analysis TM | | | | | | | \$ - |
| 4.3 | Subsurface Utility Engineering (SUE) Level QLD | | | | | | | \$ - |
| 4.4 | Alternative Evaluation | | | | | | | |
| 4.4.1 | Identify/map 2 Alternative Interceptor Improvements | | | | | | | \$ - |
| 4.4.2 | Evaluate Trenchless Installation Methods | | | | | | | \$ - |
| 4.4.3 | OPCCs for each alternative | | | | | | | \$ - |
| 4.4.4 | Develop Permitting Matrix for each alternative | | | | | | | \$ - |
| 4.4.5 | Workshop - Alternative Evaluation | | | | | | | \$ - |
| 4.4.6 | Prepare Draft and Final Technical Memorandum | | | | | | | \$ - |
| 5.0 | Engineering Feasibility Study | | | | | | | |
| 5.1 | Prepare Preliminary Plan and Profile Roll Plot for Recommended Alternative | | | | | | | \$ - |
| 5.2 | Evaluate Materials of Construction | | | | | | | \$ - |
| 5.3 | Develop recommendations for Trenchless Methods | | | | | | | \$ - |
| 5.4 | Develop recommendations for further SUE QLA Investigation | | | | | | | \$ - |
| 5.5 | Document Fed, State, and Local Approvals in Matrix | | | | | | | \$ - |
| 5.6 | Develop Implementation Schedule Incl. Design, Bid, and Construction | | | | | | | \$ - |
| 5.7 | Prepare Class 3 OPCC | | | | | | | \$ - |
| 5.8 | Prepare Draft Feasibility Study with Roll Plot Exhibit | | | | | | | \$ - |
| 5.9 | Workshop - Feasibility Study Review | | | | | | | \$ - |
| 5.10 | Prepare and Submit Final Feasibility Study | | | | | | | \$ - |
| | | | | | | | | \$ - |
| | Total Expense Items | - | - | - | - | - | - | |
| | Total Expenses Effort | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

EXHIBIT E
Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2026

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

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

| | | | |
|--|---|--|--|
| PRODUCER Acrisure Texas Risk Advisors & Insurance Services, LLC 5057 Keller Springs Rd. Suite 200 Addison TX 75001 | CONTACT NAME: Monica Veazey PHONE (A/C No. Ext): 254-679-5250 E-MAIL ADDRESS: mveazey@acrisure.com | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Walker Partners, LLC 823 Washington Ave, Ste 100 Waco, TX 76701-1252 | WALKPAR-01 | | INSURER A : Cincinnati Casualty Company INSURER B : Texas Mutual Insurance Company INSURER C : Beazley Insurance Company Inc. INSURER D : INSURER E : INSURER F : |
| | | | NAIC # 28665 22945 37540 |
| | | | |
| | | | |
| | | | |
| | | | |

COVERAGES

CERTIFICATE NUMBER: 348734656

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--------------|
| 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 checked="" type="checkbox"/> LOC OTHER: | | | EPP 0266941 | 7/30/2025 | 7/30/2026 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | EBA 0266941 | 7/30/2025 | 7/30/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | EPP 0266941 | 7/30/2025 | 7/30/2026 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 0001226901 | 7/30/2025 | 7/30/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | Prof/Poll Liab | | | C11CD0251501 | 7/30/2025 | 7/30/2026 | POLL Each Claim/Agg | 5,000,000 |

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

-Additional Insured endorsement for General Liability, Auto Liability, & Umbrella Liability attached.
 -Waiver of Subrogation endorsement for General Liability, Auto Liability, Workers' Compensation, & Umbrella Liability attached.
 -30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability & Workers' Compensation attached.
 -Notice of Cancellation endorsement for Professional Liability available upon request.
 -Primary & Non-Contributory endorsement for General Liability, Auto Liability, & Umbrella Liability attached.

Professional Liability - Claims Made - Retroactive Date: 07/30/2004 - See attached endorsement for Separate Retroactive Date For Increase Limits

BCRWS - Interceptor Capacity Improvement from Lake Creek to East Plant: Feasibility Study

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Round Rock 221 E Main St Round Rock TX 78664 USA | 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 Jimmy Irwin |
|---|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

| <u>Coverage:</u> | <u>Begins on Page:</u> |
|--|------------------------|
| 1. Employee Benefit Liability Coverage..... | 2 |
| 2. Unintentional Failure To Disclose Hazards | 10 |
| 3. Damage To Premises Rented To You | 10 |
| 4. Supplementary Payments | 11 |
| 5. Medical Payments | 11 |
| 6. 180 Day Coverage For Newly Formed Or Acquired Organizations | 11 |
| 7. Waiver Of Subrogation | 11 |
| 8. Automatic Additional Insured - Specified Relationships: | 11 |
| (a) Managers Or Lessors Of Premises | |
| (b) Lessor Of Leased Equipment | |
| (c) Vendors | |
| (d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises | |
| (e) Mortgagee, Assignee Or Receiver | |
| 9. Property Damage To Borrowed Equipment | 15 |
| 10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services | 15 |
| 11. Broadened Notice Of Occurrence | 16 |
| 12. Nonowned Aircraft | 16 |
| 13. Bodily Injury Redefined | 16 |
| 14. Expected Or Intended Injury Redefined | 16 |
| 15. Former Employees As Insureds | 16 |
| 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage | 16 |
| 17. Broadened Contractual Liability - Work Within 50' Of Railroad Property | 18 |
| 18. Alienated Premises | 18 |

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$ 2,500
- Loss Of Earnings: \$ 500

- (d) "Property damage" to:
 - (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III - Limits Of Insurance** is replaced by the following:
 - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a.** While rented to you, or temporarily occupied by you with permission of the owner;
 - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a.** Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail

bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b.** Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance**, **5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a.** The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property

damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;

- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c)(i)4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (ii) This insurance does not apply to any insured person or organization:
- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**
- Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political sub-

division has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:
 - (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
 - (c) Does not apply to any person, organization, vendor,

state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion **2.j. Damage To Property** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution or the “insured contract”.

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an “insured contract” that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing “bodily injury” or “property damage”; and
2. Is still in force at the time of the “accident” causing “bodily injury” or “property damage”.

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee's” name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow; and
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee's” name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "accident";
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) \$2,500.

Provided the equipment, at the time of the "loss" is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph (1) above; or
- (3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$30 per day with \$50 per day, and \$900 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H. "Insured contract", 6.a.** is deleted.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

TABLE OF CONTENTS

| <u>Coverage Part Provision:</u> | <u>Begins on Page:</u> |
|--|------------------------|
| Preamble..... | 3 |
| SECTION I - COVERAGE: | 3 |
| A. Insuring Agreement | 3 |
| B. Exclusions: | 4 |
| 1. Asbestos | 4 |
| 2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights..... | 4 |
| 3. Contractual Liability..... | 4 |
| 4. Damage to Impaired Property or Property Not Physically Injured | 4 |
| 5. Damage to Property..... | 4 |
| 6. Damage to Your Product | 5 |
| 7. Damage to Your Work | 5 |
| 8. Distribution or Recording of Material or Information in Violation of Law..... | 5 |
| 9. Electronic Chatrooms or Bulletin Boards | 5 |
| 10. Electronic Data | 5 |
| 11. Employer's Liability Limitation | 5 |
| 12. Employment-Related Practices | 6 |
| 13. Expected or Intended Injury..... | 6 |
| 14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses..... | 6 |
| 15. Infringement of Copyright, Patent, Trademark or Trade Secret | 6 |
| 16. Pollutant - Auto | 7 |
| 17. Pollutant - Other Than Auto | 7 |
| 18. Recall of Products, Work or Impaired Property | 9 |
| 19. Unauthorized Use of Another's Name or Product..... | 9 |
| 20. War | 9 |
| 21. Workers' Compensation | 9 |
| C. Defense and Supplementary Payments | 9 |
| SECTION II - WHO IS AN INSURED | 10 |
| SECTION III - LIMITS OF INSURANCE | 12 |
| SECTION IV - CONDITIONS: | 13 |
| 1. Appeals | 13 |
| 2. Audit | 13 |
| 3. Bankruptcy | 13 |
| 4. Duties in the Event of Occurrence, Claim or Suit..... | 13 |
| 5. First Named Insured | 14 |
| 6. Legal Action Against Us and Loss Payments | 14 |
| 7. Liberalization | 14 |
| 8. Maintenance of Underlying Insurance..... | 14 |
| 9. Other Insurance | 15 |
| 10. Premium..... | 15 |
| 11. Representations | 15 |
| 12. Separation of Insureds | 15 |
| 13. Transfer of Rights of Recovery Against Others to Us..... | 15 |
| 14. When We Do Not Renew..... | 16 |
| SECTION V - DEFINITIONS: | 16 |
| 1. "Advertisement"..... | 16 |
| 2. "Authorized representative"..... | 16 |
| 3. "Auto" | 16 |
| 4. "Bodily injury"..... | 16 |
| 5. "Coverage term"..... | 16 |

Coverage Part Provision:

Begins on Page:

| | | |
|---|--|-----------|
| 6. | "Coverage territory" | 16 |
| 7. | "Electronic data" | 16 |
| 8. | "Employee" | 16 |
| 9. | "Executive officer" | 17 |
| 10. | "Hostile fire" | 17 |
| 11. | "Impaired property" | 17 |
| 12. | "Insured contract" | 17 |
| 13. | "Leased worker" | 18 |
| 14. | "Loading or unloading" | 18 |
| 15. | "Mobile equipment" | 18 |
| 16. | "Occurrence" | 19 |
| 17. | "Personal and advertising injury" | 19 |
| 18. | "Pollutants" | 19 |
| 19. | "Products-completed operations hazard" | 19 |
| 20. | "Property damage" | 20 |
| 21. | "Subsidiary" | 20 |
| 22. | "Suit" | 20 |
| 23. | "Temporary worker" | 20 |
| 24. | "Ultimate net loss" | 20 |
| 25. | "Underlying insurance" | 20 |
| 26. | "Underlying limit" | 20 |
| 27. | "Workplace" | 20 |
| 28. | "Your product" | 20 |
| 29. | "Your work" | 20 |
| NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT | | 22 |

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**. and **5**. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought or number of vehicles involved or insured; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages:
 - a. Included in the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
 - c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:
 - a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:
 - (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

| | |
|---|--|
| LIMITS OF INSURANCE: \$ 5,000,000 Each Occurrence Limit \$ 5,000,000 Aggregate Limit | |
|---|--|

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. **SECTION V - DEFINITIONS** is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Coverage Part to which this endorsement is attached; and
- b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

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

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/30/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001226901 of Texas Mutual Insurance Company effective on 7/30/25

Issued to: WALKER PARTNERS LLC



This is not a bill

Authorized representative

NCCI Carrier Code: 29939

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- 1. Number of days advance notice: 30
- 2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 7/30/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001226901 of Texas Mutual Insurance Company effective on 7/30/25

Issued to: WALKER PARTNERS LLC



This is not a bill

Authorized representative

NCCI Carrier Code: 29939

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Effective date of this Endorsement: 30-Jul-2025

This Endorsement is attached to and forms a part of Policy Number: C11CD0251501

Beazley America Insurance Company, Inc. referred to in this endorsement as the "insurance company"

SEPARATE RETROACTIVE DATE FOR INCREASED LIMITS

This endorsement modifies insurance provided under the following:

A&E Professional Liability/MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Limit of Liability specified in the Declarations of \$5,000,000 each **claim** and \$5,000,000 in the aggregate during the **policy period** are subject to the following Retroactive Dates, and the Retroactive Date specified in the Declarations is amended as follows:

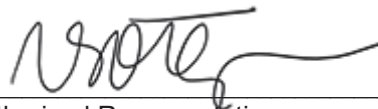
- 1) with regard to the Limit of Liability of \$1,000,000 each **claim** and \$2,000,000 in the aggregate during the **policy period**, the Retroactive Date is as follows:

Retroactive Date: 30-Jul-2004

- 2) with regard to the Limit of Liability of \$4,000,000 each **claim** in excess of \$1,000,000 each **claim** and the Limit of Liability of \$3,000,000 aggregate in excess of \$2,000,000 in the aggregate during the **policy period**, the Retroactive Date specified in the Declarations is as follows:

Retroactive Date: 30-Jul-2012

All other terms and conditions of this Policy remain unchanged.



Authorized Representative