

# EXHIBIT

## A

**City of Round Rock Agreement  
for Architectural Services for  
City of Round Rock  
Fire Station No. 11  
With  
McKinney York Architects**

---

**AGREEMENT** made as of the \_\_\_\_\_ (\_\_\_\_) day of the month of \_\_\_\_\_ in the year Two Thousand Twenty-Five (2025).

**BETWEEN** the Architect's client identified as the City or the Owner:

City of Round Rock  
221 East Main Street  
Round Rock, Williamson and Travis Counties, Texas 78664

and the Architect:

McKinney Architects Inc, dba McKinney York Architects  
1301 East 7<sup>th</sup> Street  
Austin, TX 78746

For the following Project:

Professional architectural services and design services related to the City of Round Rock Fire Station No. 11.

Professional services for this Project shall include but not be limited to, Design Phase Services, Construction Documents Phase Services, Procurement Phase Services, and Construction Phase Services.

The Owner and the Architect agree as follows:

### **ARTICLE 1.1 INITIAL INFORMATION**

**1.1.1** This Agreement is based on the following information and assumptions.

The Architect shall furnish the delineated services, including but not limited to meeting with the Owner's representatives and others designated by the Owner to determine needs and requirements; rendering professional consultation and advice; furnishing all necessary design and contract administration services for the referenced Project; and providing other specialized services.

Architectural services shall include the submittal of plans for Texas Accessibility Standards (TAS) review, which is a requirement of federal law to comply with the ADA if the construction budget exceeds \$50,000.00. Owner shall pay the fees related to the submittal of plans for TAS review.

### **1.1.2 PROJECT PARAMETERS**

**1.1.2.1** The objective or use is: A Fire Station.

The referenced Project consists of professional planning, design, and construction services related to the following:

Fire Station No. 11 is to be located on the north side of Ascension Seton Williamson Hospital, at the corner of North A.W. Grimes Blvd. and University Blvd., Round Rock, Texas 78665.

**1.1.2.2** The physical parameters are:

The project location is on the north side of Ascension Seton Williamson Hospital, at the corner of North A.W. Grimes Blvd. and University Blvd., Round Rock, Texas 78665.

**1.1.2.3** The Owner's Program is:

The program of development shall include but not be limited to the following elements: The program shall be identical to that for Fire Station No. 10, drawings of which McKinney York Architects (MYA) has in its possession with the following amendments:

1. Addition of Police North Satellite Offices.
2. Addition of 2<sup>nd</sup> floor storage work above Work Room and Fitness.

**1.1.2.4** The financial parameters are as follows:

The Total Project Cost (TPC) is estimated by the Owner to be approximately \$10,560,000.00. The TPC is the Cost of the Work as defined by the Agreement plus the cost for construction of work designed by the Owner's other project design consultants plus the following costs.

1. Fees of the Architect and the Architect's consultant's, those of the other design professionals like Civil Engineer that the Owner is contracting separately, and all of the design professional's qualified reimbursable expenses.
2. Furniture, Furnishings, and Equipment (FFE) design procurement and installation.
3. Surveying, Geological and Environmental services.
4. Geotechnical investigations and recommendations.
5. Material Testing and Inspection services.
6. Internal costs of the Owner charged against the project.
7. Outside consultants that may include accounting or legal consultants.
8. Other direct project costs.

The TPC excludes the cost to procure the land.

The Cost of the Work plus the cost for construction of work designed by the Owner's other project design consultants collectively represents the Construction Cost. Based on the reported construction costs for Fire Station No. 10, and accounting for the escalation in construction costs since that time, it is anticipated that the Cost of the Work (Construction Cost) may be approximately \$10,560,000.00. Of that, the building portion could be approximately \$8,800,000.00. The Site Work, Landscaping, and Utilities cost making up the remaining portion of the Construction Cost could be approximately \$1,760,000.00 for the Project.

1. The Fee Schedule relative to this Agreement is set forth in Exhibit "A," incorporated herein for all purposes, and is as follows:

**A. Professional Services**

In consideration for the professional services to be performed by the Architect, the Owner agrees to pay the Architect a total amount not to exceed **Three Hundred Seventy-One Thousand Nine Hundred and No/100 Dollars (\$371,900.00)** as detailed in the Architect's proposal dated March 7, 2025, which is attached hereto as Exhibit "A," and incorporated herein by reference for all purposes.

B. Reimbursable Expenses Allowance

Payment for reimbursable expenses, including administrative charges and out-of-pocket expenses, shall not exceed the maximum sum of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)**, and such amount is *included* in the not-to-exceed total fee of **\$371,900.00**.

Travel reimbursements may be made for meals, travel, lodging as follows:

- (1) all travel shall be in coach and not in business class;
- (2) toll road charges if provided with documentation of the date and time the toll charges were incurred;
- (3) lodging shall be in a standard room in a hotel located within Round Rock's City limits; and
- (4) meals shall be reimbursed at an amount not-to-exceed \$50.00 per day. This amount includes tips.

Travel reimbursements shall only apply to travel in excess of forty (40) miles. Architect is responsible for providing all receipts to Owner for the reimbursement of items set forth above. Receipts shall be provided to the Owner within thirty (30) days of the expenditure to qualify for reimbursement and shall provide enough detail for the Owner to determine the requested reimbursements meet the criteria set forth herein. It shall be in the sole discretion of the Owner to determine if expenses submitted by Architect are reasonable and qualify for reimbursement pursuant to the terms of the Agreement.

Cost of personal entertainment, amusements, alcoholic beverages, traffic citations, personal items or illegal activities will not be reimbursed. Expenses due to vacations or personal trips in conjunction with travel are not reimbursable. Adequate travel time is allowed, but travel expenses are not paid for absences not required by Owner business.

C. Additional Services

Additional services are defined as any services not included as part of the scope of work of the project including revisions to previously-approved plans that necessitate additional work for the Architect, substantive changes in Project scope, or additional work necessitated by unknown or reasonably unforeseen circumstances. Any additional services shall be performed under a supplemental agreement negotiated at a time subsequent to this Agreement.

1.1.2.5 The time parameters are:

Services hereunder shall commence within ten (10) upon receipt by the Architect of a Notice to Proceed from the Owner. Completion date shall be agreed upon by Owner and Architect. Other time parameters or adjustments to time parameters may be determined at a later date by mutual agreement of the parties.

The Architect and the Owner agree to the following Milestone Schedule for the design and development of the Project. Provided there are no substantive changes to the Initial Information and the Owner provides prompt and comprehensive comment responses to the Architect's milestone submittals, the project will proceed in accordance with the following milestone schedule, however, the Architect and the Owner agree that the scheduled dates for Procurement Phase completion and Construction Phase completion are dependent on the Owner's selected Contractor and out of the control of the Architect.

1. Start Design Phase Services: Immediately upon receipt of the Notice to proceed, provided Owner notifies Architect upon Approval by Council and that Approval is at least 10 days prior to the date of the Notice to Proceed (NTP).
2. Complete Design Phase Services: NTP + 21 workdays.

3. Owner provides all comments on the Design and authorization to proceed into Construction Documents Phase. One workday following completion of Design Phase Services.
4. Construction Documents Start: First workday following receipt of the last of the Owner comments on Design Phase work product.
5. Owner provides Final Site Plan to the Architect including detailed grading, drainage, utilities and other pertinent site design information reasonably required by the Architect to complete Construction Documents: 20 workdays following Construction Documents Start.
6. 95% Construction Documents: 50 workdays following Construction Documents Start or 30 workdays following receipt by the Architect of the Final Site Plan, whichever is later.
7. Owner returns Comprehensive Comments on the Construction Documents: Three workdays following Architects electronic submission of the 95% Construction Documents to the Owner.
8. Complete Construction Documents: Ten workdays following receipt of the last Owner's comment on the 95% Construction Documents.

**1.1.2.6** The proposed procurement or delivery method for the Project is: Competitive Sealed Proposal (CSP) method.

### **1.1.3 PROJECT TEAM**

**1.1.3.1** The Owner's Designated Representatives are:

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

Hayden Schiller, Project Manager  
City of Round Rock  
212 Commerce Blvd.  
Round Rock Texas 78664  
512-671-2890 (Office), 737-329-6596 (Mobile)  
[hschiller@roundrocktexas.gov](mailto:hschiller@roundrocktexas.gov)

**1.1.3.2** The Owner's consultants and contractors are:

Architect of Record/Prime Firm:

McKinney York Architects

Consultants:

1. Civil: 2P Consultants
2. Landscape Architect/Irrigation Designer: Studio 16:19
3. Geotechnical and Material Testing: TBD
4. Geological and Environmental: TBD
5. Surveying: TBD

**1.1.3.3** The Architect's Designated Representative is:

Patricia Hunt, AIA, RID, LEED AP, Associate  
1301 East 7<sup>th</sup> Street  
Austin, TX 78702  
512-852-0283

[phunt@mckinneyork.com](mailto:phunt@mckinneyork.com)

**1.1.3.4** The consultants retained at the Architect's expense are as follows.

1. Structural Engineer: Structures PE, LLP
2. MEP: Aptus Engineering
3. Registered Accessibility Specialist: Development Associates.

**1.1.4** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect.

**1.1.5** It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be affected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this Agreement must be duly authorized by appropriate City Council or City Manager action.

## **ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES**

**1.2.1** The Owner and the Architect shall reasonably cooperate with one another to fulfill all of their respective obligations required under this Agreement. Both parties shall endeavor during the full term hereof to maintain good working relationships among all members of the Project team.

### **1.2.2 OWNER**

**1.2.2.1** Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.

**1.2.2.2** The Owner shall establish and periodically update the budget for the Project, including that portion allocated for the Cost of the Work, the Owner's other costs, and reasonable contingencies related to all costs.

**1.2.2.3** The Owner's Designated Representatives identified in Paragraph 1.1.3.1 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or Owner's Designated Representatives shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**1.2.2.4** The Owner may furnish the services of consultants other than those designated in Paragraph 1.1.3.2 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project or a change in the scope of the Project. Any service furnished by the Architect at the Owner's request must be approved by the Owner.

**1.2.2.5** Unless otherwise provided in this Agreement, and if requested in writing, the Owner shall furnish or pay for tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**1.2.2.6** The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**1.2.2.7** Each party shall provide prompt written notice to the other if either becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

**1.2.2.8** The Owner will furnish building permits without charge. Electrical, plumbing and other trade permits will be the responsibility of the construction contractor. Any charges which may be assessed for tap fees will be paid by the Owner and are not to be included by the Architect in the specifications for the Project.

**1.2.2.9** Owner agrees to pay the actual costs of review fees associated with Texas Building Accessibility reviews, reviews by other authorities having jurisdiction, and any other required filing fees.

**1.2.2.10** The Owner will provide the Architect with miscellaneous items such as the Project Prototype along with legal permission for use of the prototype design from the prototype design architect, a list of requested changes to the Project Prototype, one digital copy of the City of Round Rock General and Supplementary Conditions for Building Construction, Wage Rates, Contract and Bond Forms, and such other information and materials as may be necessary and practicable for the orderly and expeditious progress of the work and the awarding of the construction contract. To the extent practicable, these documents shall be utilized in the preparation of the construction documents.

**1.2.2.11** The Owner will provide timely review and response to inquiries in order to maintain an orderly progression.

**1.2.2.12** Any information related to design standards and Owner-furnished equipment specifications not provided pursuant to Section 1.2.2.10 above and desired by the Architect from the Owner must be requested by the Architect in writing during the initial Phase of the Project.

**1.2.2.13** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**1.2.2.14** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**1.2.2.15** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**1.2.2.16** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**1.2.2.17** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**1.2.2.18** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**1.2.2.19** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**1.2.2.20** Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### **1.2.3 ARCHITECT**

**1.2.3.1** The services performed by the Architect, the Architect's employees and the Architect's consultants shall be as enumerated in Article 1.4 and as enumerated elsewhere herein, and in any attached exhibits or supplemental agreements.

**1.2.3.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project ("Standard of Care"). The Architect shall submit for the Owner's approval a detailed schedule in Microsoft Project or an approved alternative format for the performance of the Architect's services, which may be adjusted, if necessary and approved by the Owner, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or the Owner. The Architect's schedule will be provided as a milestone list in the format included above in the Initial Information Schedule. The Architect's schedule for performance of the Architect's services shall initially be consistent with the time periods established in the Time Parameters section of the Initial Information above.

**1.2.3.3** The Architect's Designated Representative identified in Paragraph 1.1.3.3 shall be authorized to act on the Architect's behalf with respect to the Project.

**1.2.3.4** The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants, similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

**1.2.3.5** Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project or compromise the performance of the approved schedule for this Project.

**1.2.3.6** The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

**1.2.3.7** The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner. Each party shall provide prompt written notice to the other if either becomes aware of any errors, omissions or inconsistencies in such services or information.

### **ARTICLE 1.3 TERMS AND CONDITIONS**

#### **1.3.1 COST OF THE WORK**

**1.3.1.1** The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed by the Architect.

**1.3.1.2** The Cost of the Work shall include the cost at reasonable current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, for the Contractor's overhead and profit.

**1.3.1.3** The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

### 1.3.2 INSTRUMENTS OF SERVICE

**1.3.2.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely by the Owner. All of the Architect's designs and work product under this Agreement, including but not limited to Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, shall be the property of the Owner, to be used as the Owner desires; upon completion of the services provided by the Architect under this Agreement and in confirmation of the fee for services to be paid under this Agreement, the Architect hereby conveys, transfers and assigns to the Owner 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 Agreement, provided that Owner has made payment to Architect for all sums owed under the Agreement for work completed by Architect. Copies may be retained by the Architect. The Architect shall be liable to the Owner for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect or anyone connected with the Architect, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be replaced or restored by the Architect without cost to the Owner.

**1.3.2.2** Upon execution of this Agreement, the Architect grants to the Owner permission to reproduce the Architect's Instruments of Service for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar permission from the Architect's consultants consistent with this Agreement. Upon termination of the Agreement, the Owner is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for the purposes of completing, using and maintaining the Project or additional projects. **IN THE EVENT OWNER USES THE ARCHITECT'S INSTRUMENTS OF SERVICE WITHOUT RETAINING THE ARCHITECT ON THE PROJECT OR ANY OTHER PROJECT, THE OWNER RELEASES THE ARCHITECT AND ITS CONSULTANT(S) FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. ADDITIONALLY, IN THE EVENT THAT THE OWNER TERMINATES THE ARCHITECT FOR CONVENIENCE OR WITHOUT CAUSE AFTER THE ARCHITECT SEALS THE CONSTRUCTION DOCUMENTS BUT BEFORE COMPLETION OF THE CONSTRUCTION PHASE, OWNER AGREES TO HIRE A COMPETENT PROFESSIONAL TO PERFORM CONSTRUCTION PHASE SERVICES IN ACCORDANCE WITH TBAE RULE SECTION 1.217. OWNER ACKNOWLEDGES THAT THE FAILURE TO ENGAGE ARCHITECT TO PERFORM FULL CONSTRUCTION PHASE SERVICES CARRIES WITH IT ASSOCIATED RISKS BOTH TO THE OWNER AND ARCHITECT. SUCH RISKS INCLUDE, WITHOUT LIMITATION, THE INABILITY OF THE ARCHITECT TO BECOME GENERALLY FAMILIAR WITH THE PROGRESS AND QUALITY OF THE WORK PERFORMED BY CONTRACTOR, TO REJECT WORK NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, TO CLARIFY OR RESPOND TO CONTRACTOR'S QUESTIONS CONCERNING INTERPRETATION OF THE INSTRUMENTS OF SERVICE, OR TO MAKE APPROPRIATE REVISIONS OR MODIFICATIONS TO THE ARCHITECT'S INSTRUMENTS OF SERVICE.**

**1.3.2.3** The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of the Architect. However, the Owner and Architect shall be permitted to authorize the Contractor, Subcontractors, Sub-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 the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**1.3.2.4** Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement 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 Agreement.



**1.3.2.5** All plans and drawings will be prepared and submitted digitally by the Architect to the Owner for approval on a minimum 24-inch by 36-inch format, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.

**1.3.2.6** Upon completion of the construction of the Project, the contractor shall deliver final-as-built documents to the Owner. The Architect shall have no responsibility with regard to As-Built, Record Drawings, or Record Specifications.

**1.3.2.7** The Architect shall have no liability for changes made to the drawings. Any such change shall be sealed by the architect making that change and shall be appropriately marked to reflect what was changed or modified. To the extent permitted by law, the Owner agrees to indemnify, defend and hold harmless the Architect for any claims, damages, suits and loss of every kind and nature for the unauthorized re-use of the Architect's Instruments of Service.

### **1.3.3 CHANGE IN SERVICES**

**1.3.3.1** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing. It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be effected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this contract must be duly authorized by appropriate City Council or City Manager action.

### **1.3.4 MEDIATION**

**1.3.4.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with lien notice or filing deadlines prior to resolution of the matter by mediation.

**1.3.4.2** The Owner and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement, and mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**1.3.4.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **1.3.5 ARBITRATION**

**1.3.5.1** The Owner and the Architect hereby expressly agree that no claims or disputes between the Owner and the Architect arising out of or relating to the contract documents or a breach thereof shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, except that in the event that the Owner is subject to an arbitration proceeding related to the Project, the Architect consents to be joined in the arbitration proceeding if the Architect's presence is required or requested by the Owner for complete relief to be accorded in the arbitration proceeding.

### **1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

**1.3.6.1** The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

### **1.3.7 MISCELLANEOUS PROVISIONS**

**1.3.7.1** This Agreement shall be governed by the laws of the state of Texas, and venue shall lie in Williamson County, Texas.

**1.3.7.2** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

**1.3.7.3** To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other. The Owner, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**1.3.7.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

**1.3.7.5** Unless otherwise provided in this Agreement, the Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

**1.3.7.6** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information.

**1.3.7.7** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**1.3.7.8** The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**1.3.7.9** All Exhibits to the Contract are incorporated herein as a part of the Contract. Any inconsistencies or conflicts in Contract and Exhibits shall be resolved by giving preference to pages one (1) through thirteen (13) of the Contract.

**1.3.7.10 BIM and Document Transfer:** The Architect will develop project drawings utilizing Revit. The level of model development will be determined by the Architect for the purpose of generating printed construction drawings. Model development for other purposes will require additional fees. Electronic document transfers will be made in accordance with Architect's standard protocols for the development, use, transmission, and exchange of digital data.

### **1.3.8 TERMINATION OR SUSPENSION**

**1.3.8.1** If the Owner fails to make payments to the Architect in substantial compliance with this Agreement, such failure may be considered substantial nonperformance and cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give fifteen (15) days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability

to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all non-disputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**1.3.8.2** In connection with the work outlined in this Agreement, it is agreed and fully understood by the Architect that the Owner may cancel or indefinitely suspend further work hereunder or terminate this contract either for cause or for the convenience of the Owner, upon fifteen (15) days' written notice to the Architect, with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. The Architect shall invoice the Owner for all work completed and shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. Upon payment in full for all services performed by the Architect, all plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of the Owner upon termination of this Agreement and shall be promptly delivered to the Owner in a reasonably organized form, subject to any record-keeping requirements imposed on the Architect by the TBAE or other similar regulatory authority. Should the Owner subsequently contract with a new architect for continuation of services on the Project, the Architect shall cooperate in providing information.

**1.3.8.3** Nothing contained in Section 1.3.8.2 immediately above shall require the Owner to pay for any work which is unsatisfactory as determined by the Owner's representative or which is not submitted in compliance with the terms of this Agreement. The Owner shall not be required to make any payments to the Architect when the Architect is in default under this contract, nor shall this section constitute a waiver of any right, at law or at equity, which the Owner may have if the Architect is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

### **1.3.9 PAYMENTS TO ARCHITECT**

**1.3.9.1** Payments on account of services rendered shall be made monthly upon presentation of the Architect's statement of services.

**1.3.9.2** Reimbursable Expenses, in an amount not to exceed **\$1,500.00**, are *included* in the not-to-exceed sum for compensation for the Architect's services and include expenses incurred by the Architect and the Architect's employees and consultants directly related to the Project, as described in 1.1.2.4.B.

**1.3.9.3** Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be promptly provided to the Owner or the Owner's authorized representatives.

**1.3.9.4** Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

## **ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

**1.4.1** Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect. This Agreement comprises the documents listed below.

**1.4.1.1** Architectural Services Agreement between Owner and Architect.

**1.4.1.2** Other documents as follows:

Exhibit "A"

"Supplemental Agreement No. 1" supplementing Architectural Services Agreement between Owner and Architect.

**1.4.2 Special Terms and Conditions.** Special terms and conditions that modify this Agreement are as follows:

Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS) provide that it is a violation of ADA/TAS to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA/TAS except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Architect will use its best professional efforts in accordance with the Standard of Care to interpret and meet applicable ADA/TAS requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

**ARTICLE 1.5 COMPENSATION**

**1.5.1** Payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement and in format requested by the Owner.

**1.5.2** Payments are due and payable thirty (30) days from the date of the Architect's invoice, or not later than the time period required under the Texas Prompt Payment Act, whichever is later. Non-disputed amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Payments hereunder shall be made in accordance with the Prompt Payment Act.

**1.5.3** The Architect shall be compensated as follows.

Pre-Design Phase Services:	Stipulated sum of \$29,560.00
Design Phase Services:	Stipulated sum of \$45,375.00
Construction Document Phase Services:	Stipulated sum of \$96,350.00
Procurement Phase Services:	Stipulated sum of \$18,210.00
Construction Phase Services:	Stipulated sum of \$135,905.00
Additional Services Allowance:	Hourly Rates set forth in Fee Schedule in an amount not-to-exceed \$45,000.00

**1.5.4** Compensation for Architect's Additional Services: as negotiated and memorialized in supplemental agreement(s).

**1.5.5** Standard Hourly Rates: As indicated in Architect's 2025 Fee Schedule. Rates will remain in effect until December 31st of the Schedule year and any increases will be limited to 5% per annum in that and subsequent calendar years.

**ARTICLE 1.6 MISCELLANEOUS**

**1.6.1** Statement of Jurisdiction: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas.

**1.6.2** In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

1.6.3 In accordance with Chapter 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 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 the Agreement on behalf of Architect verifies Architect does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm association.

1.6.4 In accordance with Chapter 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 Agreement. The signatory executing the Agreement on behalf of Architect verifies Architect does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

**CITY OF ROUND ROCK, TEXAS**

**MCKINNEY YORK ARCHITECTS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

By: \_\_\_\_\_  
Brian Carlson, AIA

Date: \_\_\_\_\_

Date: 5/15/2025

**ATTEST:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

## Exhibit "A"



March 7, 2025

Hayden Schiller  
Project Manager – Building Construction  
General Services Division  
212 Commerce Blvd  
Round Rock, Texas 78664  
Phone: 737-329-6596  
Transmitted via email to [pschiller@roundrocktexas.gov](mailto:pschiller@roundrocktexas.gov)

Re: City of Round Rock, Fire Station No. 11

Dear Hayden,

Thank you for the opportunity to provide you with this proposal for design services for the City of Round Rock (CORR), Fire Station Number 11. We value the relationship with Round Rock and the General Services Division.

Where this proposal references the Agreement or Supplemental Agreement it refers to an Agreement identical to that between McKinney York Architects and the City of Round Rock for Fire Station #10 dated June 27, 2024 except where exceptions are noted in this proposal.

### Initial Information

---

**Project Description:** The project is to make modifications to the City of Round Rock prototype fire station to suit the site selected for Fire Station Number 11 and implement minor adjustments and improvements. The current operative prototype is represented by the design for Fire Station Number 10 which is under construction. That station represents an evolution of the initial prototype station designed by Wiginton Hooker Jeffry P.C. Architects.

**Objective or Use:** A Fire Station.

**Location:** The project location is on the north side of Ascension Seton Williamson Hospital, at the corner of North A.W. Grimes Blvd. and University Blvd., Round Rock, Texas. The site is approximately X acres.

**Owner's Program:** The program shall be identical to that represented by the construction documents for Fire Station Number 10 (FS 10), drawings of which McKinney York Architects (MYA) has in possession, with the following program amendments.

1. Addition of Police North Satellite Offices.
2. Addition of 2<sup>nd</sup> floor storage above Work Room and Fitness.

**Cost of the Work:** The Cost of the Work plus the cost for construction of work designed by the Owner's other project design consultants collectively represents the Construction Cost. Based on the reported construction costs for Fire Station Number 10, and accounting for escalation in construction costs since that time, it is anticipated that the Cost of the Work

## Exhibit "A"

(Construction Cost) of the current design is \$9,660,000. With the additional program identified and anticipated changes to the foundation design to accommodate site challenges, we anticipate adding \$900,000 to the cost of the work to arrive at a total of \$10,560,000. The building portion could be approximately \$8,800,000. The Site Work, Landscaping, and Utilities cost making up the remaining portion of the Construction Cost could be approximately \$1,760,000

**Procurement:** The Owner intends to secure the contract for construction utilizing a Competitive Sealed Proposal (CSP) method.

### **Other Initial Information:**

1. **Applicable Building Codes:** The following Building Codes are reflected in the most current Prototype design. Changes to accommodate changes to these codes are explicitly excluded from the Architect's services.
  - 2015 International Building Code (2015 IBC) and Appendices.
  - 2015 International Fire Code (2015 IFC).
  - 2015 International Energy Conservation Code (2015 IECC).
  - 2015 International Mechanical Code (2015 IMC).
  - 2015 International Plumbing Code (2015 IPC).
  - 2023 National Electric Code (2023 NEC).
2. **Local Amendments to these Codes** are in the Round Rock Code of Ordinances Part III (Zoning and Development Code); Chapter 8 (Zoning and Development Standards); Article X. (Buildings and Building Regulations). There are amendments to most of the codes, however, there are extensive amendments to the Electrical Code contained in Division 9.
3. **Applicable Land Development Regulations:** Part III of the City of Round Rock Code of Ordinances.
4. **Sustainable Objectives:** Code Requirements only.
5. **Reviews:** There will be an initial review of the updated prototype by the General Services Division that will take place at a meeting during which CORR will provide all their comments on the updated plans. The General Services Division will provide a courtesy briefing on the plans to the users following that presentation, however, the users will not be allowed to comment. Following submittal of 95% CD's there will be a 3-workday period during which the CORR General Services Division and the users will review the CD's and provide final comments prior to the Architect completing the CD's.

### **Architect's Representative(s)**

Name:	Patricia Hunt, Associate, AIA, RID, LEED AP
Title:	Project Manager
Phone:	512-852-0283
Email:	<a href="mailto:phunt@mckinneyork.com">phunt@mckinneyork.com</a>

## Exhibit "A"

### Owner's Representative(s)

Name: Hayden Schiller  
Title: Project Manager  
Address: 212 Commerce Blvd., Round Rock, Texas 78664  
Phone: 512-671-2890 (Office), 737-329-6596 (Mobile)  
Email: pschiller@roundrocktexas.gov

### Architect's Design Team (Consultants)

Structural Engineer: Structures PE, LLP  
MEP: Aptus Engineering  
Registered Accessibility Specialist: Development Associates

### Owner Provided Design and Specialty Consultants:

Civil Engineer: 2P Consultants  
Landscape Architect / Irrigation Designer: Studio 16:19  
Geotechnical and Material Testing: TBD  
Geological and Environmental: TBD  
Surveying: TBD

### Responsibilities of the Parties

---

The Owner and the Architect shall reasonably cooperate with one another to fulfill all of their respective obligations required under this Agreement. Both parties shall endeavor during the full term hereof to maintain good working relationships among all members of the Project team.

Owner's Responsibilities: As described in 1.2.2 of the Agreement and in Article III of the Supplemental Agreement No. 1 to that agreement except as follows.

- The Owner shall grant Architect all permissions and authorizations to use the prototype fire station design necessary for the legal performance of all of the Architects services related to this Project.

Architect's Responsibilities: As described in 1.2.3 of the Agreement except as follows.

- In accordance with Texas CIVIL PRACTICE AND REMEDIES CODE § 130.0021, the Architect's services and those of the Architect's consulting engineers shall be performed with the professional skill and care ordinarily provided by competent architects or engineers, respectively, practicing under the same or similar circumstances and professional license (Standard of Care).



# Exhibit "A"

## Terms and Conditions

---

The terms and conditions shall be as described in Article 1.3 of the Agreement except as follows.

The amount of reimbursable expenses included in the not-to-exceed sum for compensation is \$1,500.

## Scope of Services and Other Special Terms and Conditions

---

As described in Article 1.4 of the Agreement except as follows.

The scope of the Architect's services shall be those enumerated in the Supplemental Agreement No. 1 except as follows.

1. The Professional architectural services and design services are related to the following: City of Round Rock Fire Station Number 11.
2. Compensation shall be as described under the Compensation heading within this proposal letter.
3. Architect's Basic Services include only Architecture and Structural, Mechanical, Electrical, and Plumbing engineering, and Registered Accessibility Specialist.
4. The Structural Engineering services provided by the Architect shall be limited solely to those described in the STRUCTURESPE, LLP Professional Services Agreement Fee Proposal to Brian Carlson, Principal, McKinney York Architects dated 3/6/2025. The Mechanical, Electrical, and Plumbing Engineering Services provided by the Architect shall be limited solely to those described in the Aptus Engineering Proposal for Mechanical, Electrical, and Plumbing Engineering Design Services for Fire Station No. 11 | City of Round Rock to Brian Carlson, Principal, McKinney York Architects dated 3/7/2025.

## Compensation

---

As described in Article 1.5 of the previous Agreement between the Owner and Architect for Fire Station #1 except as follows.

- Predisign Phase Services: Stipulated sum of \$29,560
- Design Phase Services: Stipulated sum of \$45,375
- Construction Document Phase Services: Stipulated sum of \$96,350
- Procurement Phase Services: Stipulated sum of \$18,210
- Construction Phase Services: Stipulated sum of \$135,905
- Additional Services Allowance: Not to exceed sum of \$45,000

The Compensation above includes an amount of \$1,500 in total for reimbursable expenses.

Compensation for Architect's Additional Services: As negotiated and memorialized in supplemental agreement(s).

## Exhibit "A"

Standard Hourly Rates: As indicated in Architect's 2025 Fee Schedule. Rates will remain in effect until September 30<sup>st</sup> of the Schedule year and any increases will be limited to 5% per annum in that and subsequent calendar years.

### Miscellaneous Provision

---

Statement of Jurisdiction: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas.

Project Interruptions: Because of the substantial cost incurred by the Architect to stop and restart a project once it is underway, should the Project's progress be halted at any time for 60 or more days by the Owner, for any reason, a project restart fee of 5% of the total fee earned to date, shall be due and payable immediately.

### Conclusion

---

We are looking forward to working with you on this project. If this proposal is acceptable to you, please return a signed copy of the Contract and Supplement to us for our signature. We are looking forward to working with you on this project.

Feel free to call if you have any questions.

Sincerely,



Brian Carlson, AIA

Principal, McKinney York Architects

Attachments:

- Exhibit A: MYA 2025 hourly rate schedule
- Exhibit B: MYA 2025 reimbursable rate schedule
- Exhibit C: Design Team Worksheet Summary
- Exhibit D: McKinney York Architects Design Team Fee Worksheet
- Exhibit E: Structures Proposal Letter dated 3/6/2025
- Exhibit F: Aptus Proposal Letter dated 3/7/2025
- Exhibit G: Development Associates Proposal Letter dated 3/7/2025
- Exhibit H: List of Possible expanded Services that are NOT included

cc: file

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas.  
Texas Board of Architectural Examiners | PO Box 12337, Austin, TX 78711-2337  
ph 512 305 9000 | [www.tbae.state.tx.us](http://www.tbae.state.tx.us)

## Exhibit A - 2025 Fee Schedule



Admin Coordinator	\$140/hour
Admin Mgr I	\$175/hour
Admin Mgr II	\$210/hour
Intern	\$100/hour
Designer I	\$115/hour
Designer II	\$130/hour
Architect III / Designer III	\$150/hour
Architect IV / Designer IV	\$165/hour
Architect V	\$185/hour
Architect VI	\$210/hour
Architect VII	\$235/hour
Architect VIII	\$270/hour
Architect IX	\$315/hour
Founder	\$315/hour
Principal	\$350/hour

Note: This fee schedule is effective through September 30, 2025. Rates will be adjusted annually to reflect changes in employee costs.

## Exhibit B - 2025 Reimbursable Expenses Schedule



In addition to the fee, the following will be invoiced as reimbursable expenses with applicable multiplier.

- In-house printing and plots
  - Black and White Copies*                      \$0.20 each
  - Color Copies*                                      \$0.30 each
  - Transbond Plots/Copies*                      \$8.00 each
- Outsourced printing and plots
- Project travel to locations outside of the county of the MYA office providing services – 85% of standard hourly rates
- Mileage - *current IRS Standard Mileage Rates* for travel outside county of the MYA office providing services.
- Postage, handling, and delivery charges
- Furniture and fixture purchases
- Attorney's fees & Architect's time for review and negotiation of agreements with third parties or lenders
- Other direct project expenses

Note: This rate schedule is effective through September 30, 2025. Rates will be adjusted annually to reflect changes in costs.

## Exhibit "A"

## Exhibit C

City of Round Rock Fire Station 11			3/7/2024
Design Team Fee Worksheet Summary			
Phase	Discipline		
<b>Predesign</b>			<b>\$29,560</b>
McKinney York Architects	Architecture	\$23,560.00	
Aptus Engineering	MEP Engineering	\$4,000.00	
Structures	Structural Engineering	\$2,000.00	
<b>Design Phase</b>			<b>\$45,375</b>
McKinney York Architects	Architecture	\$23,875.00	
Aptus Engineering	MEP Engineering	\$12,500.00	
Structures	Structural Engineering	\$9,000.00	
<b>Construction Documents</b>			<b>\$96,350</b>
McKinney York Architects	Architecture	\$59,950.00	
Aptus Engineering	MEP Engineering	\$30,000.00	
Structures	Structural Engineering	\$6,400.00	
<b>Procurement</b>			<b>\$18,210</b>
McKinney York Architects	Architecture	\$7,770.00	
Aptus Engineering	MEP Engineering	\$6,000.00	
Structures	Structural Engineering	\$3,000.00	
Development Associates	Registered Accessibility Specialist	\$1,440.00	
<b>Construction Phase Services</b>			<b>\$135,905</b>
McKinney York Architects	Architecture	\$89,895.00	
Aptus Engineering	MEP Engineering	\$25,000.00	
Structures	Structural Engineering	\$20,000.00	
Development Associates	Registered Accessibility Specialist	\$1,010.00	
<b>Additional Services Allowance</b>			<b>\$45,000</b>
McKinney York Architects	Architecture	\$20,000.00	
Aptus Engineering	MEP Engineering	\$15,000.00	
Structures	Structural Engineering	\$10,000.00	
<b>Reimbursable Allowance</b>			<b>\$1,500</b>
<b>Total</b>			<b>\$371,900</b>

## Exhibit D

<b>Total</b>	\$226,550.00
--------------	--------------

## Exhibit "A"

## Exhibit E

**STRUCTURESPE, LLP  
PROFESSIONAL SERVICES AGREEMENT  
CITY OF ROUND ROCK FIRE STATION NUMBER 11**

March 6, 2025

Mr. Brian Carlson, AIA, LEED AP BD+C  
Principal  
McKinney York Architects  
1301 E 7<sup>th</sup> Street  
Austin, TX 78702  
[bcarlson@mckinneyork.com](mailto:bcarlson@mckinneyork.com)

Dear Brian,

The following proposal outlines our project understanding and our proposed approach, services and fees for your project. This proposal serves as an indication of what you should expect from us as your structural engineers.

### PROJECT DESCRIPTION

We understand the project to consist of the new City of Round Rock Fire Station 11 located at the intersection of North A.W. Grimes Blvd. and University Blvd. From your email dated March 4, 2025 we understand the project will include the following:

#### Fire Station Building

The Fire Station will be a 4-bay model, identical to Fire Station 10 that is currently under construction with the following exceptions.

- 1) Site constraints require that the building be mirrored.
- 2) Add approximately 500 square feet to the building for the addition of a police substation.
- 3) Addition of retaining walls to accommodate a sloping site
- 4) Revision to the foundation design to accommodate a sloping site
- 5) Redesign Foundation per new geotechnical report.

#### Miscellaneous Structures

- Light pole foundations
- Foundations for exterior generators and transformers
- Foundations and enclosures for dumpster facility

#### Geotechnical Information Submitted

- No geotechnical information provided at the time of this proposal

#### Delegated Design Items

The following items will be designed by specialty engineers for the project:

- Cold formed metal framing

#### Project Budget and Schedule

- Construction budget is estimated at \$9,900,000.00
- Duration of design is approximately 4 months
- Estimated construction schedule is approximately 12 months

# Exhibit "A"

STRUCTURESPE, LLP  
PROFESSIONAL SERVICES AGREEMENT  
CITY OF ROUND ROCK FIRE STATION NUMBER 11

## PROPOSED STRUCTURAL ENGINEERING SERVICES

Based on the project description and anticipated structural approach the scope of our services includes:

### Basic Services

#### Predesign Phase

- Participate in one initial concept meeting with the project design team and key stakeholders in Austin, Texas
- Review site and project requirements
- Consult on changes to structural systems
- Submit structural narrative to illustrate the general components and layout of the structural systems

#### Design Phase

- Assist in coordination of structural systems with systems used by the architect and other consultants
- Attend up to two team design phase coordination web conference meetings.
- Prepare structural design development drawings with Revit software using the compatible architectural electronic backgrounds or building information models for the following:
  - Foundation plans
  - Framing plans
  - Lateral bracing plans
  - Sections and details
  - Bracing system details
  - Material schedules
  - General structural notes
- Submit design drawings in pdf format at set deliverable stages
- Submit Revit models at set deliverable stages
- Submit outline specifications for structural systems in Microsoft Word or pdf format

#### Construction Documents

- Further develop the design development documents into structural contract plans for construction using updated and coordinated architectural electronic backgrounds or building information models
- Assist in coordination of structural systems with systems used by the architect and other consultants
- Attend up to two project team coordination web conference meetings during the construction document phase
- Consult on non-structural elements, assess their impact on the primary structural system, and design the structure to accommodate and support these elements, such as curtain walls, non-monumental steel stairs, railings, miscellaneous metals, and elevators.
- Establish material testing and inspection requirements for structural items
- Submit structural construction documents in pdf format at set deliverable stages
- Submit Revit models at set deliverable stages
- Submit specifications for structural systems in Microsoft Word or pdf format

#### Procurement

- Clarify structural drawings
- Prepare addenda and RFI responses
- Review submitted construction cost information for structural components



# Exhibit "A"

## STRUCTURESPE, LLP PROFESSIONAL SERVICES AGREEMENT CITY OF ROUND ROCK FIRE STATION NUMBER 11

### Construction Administration

- Prepare addenda and RFI responses
- Review shop drawings and submittals
- Clarify plans
- Project correspondence during construction
- Make a maximum of 3 periodic site visits for general site observations
- Provide as-built documents based on information provided by the general contractor

### Building Information Model Level of Development

The level of development of our building information models will have model elements graphically represented as a specific system, object, or assembly in terms of quantity, size, shape, orientation, and interfaces with other building systems for the primary structural components. Miscellaneous structural items that include, but not limited to: steel lintels, steel framing around openings, beam bracing, connection plates, anchoring, concrete reinforcing steel, and stud wall framing will not be modeled. These items will be indicated on plans and/or details. Delegated design items or specified proprietary structural items provided in our models are graphical representations only and may not accurately depict the delegated designer's or manufacturer's product. Major openings that are 12 inches or larger on a given side or diameter and floor depressions provided in the architectural or MEP models that have a sufficient level of development will be included. Other smaller miscellaneous openings through structural assemblies such as from plumbing or electrical penetrations will not be modeled. Additional fees are required should you request that structural models exceed the proposed level development.

### Structural Design Criteria

The basis of design of all structural components for strength, serviceability, and deflection requirements serves to satisfy the minimum requirements set forth in the current edition of the International Building Code, IBC, unless we are notified of more stringent criteria required.

### POTENTIAL ADDITIONAL SERVICES

Additional services are a result of unforeseen project demands and include but are not limited to the following:

- Changes to substantially completed and coordinated work as a result of architectural or other consultant revisions. Changes are considered items that alter the structural components that require redesign efforts for items that have been previously coordinated and considered substantially complete.
- During construction, the required redesign or revisions to completed structural drawings due to unknown existing conditions
- Work associated with revising the design and/ or documents to accommodate requested alternate structural systems
- Consultation, review or design associated with non-structural elements and their attachments or redesigning previously engineered elements
- Work required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents
- Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors
- Delays in the design or construction schedule that exceed 90 days

### SERVICES EXCLUDED FROM BASIC SERVICES (BUT NOT LIMITED TO)

- Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls with less than four feet of retained earth, and bollards

## Exhibit "A"

### STRUCTURESPE, LLP PROFESSIONAL SERVICES AGREEMENT CITY OF ROUND ROCK FIRE STATION NUMBER 11

unless specifically included above.

- Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
  - Performance specified steel framing
  - Cold-formed metal framing at the exterior and interior conditions
- BIM modeling of miscellaneous and minor structural items as noted above
- Geotechnical investigations and material testing
- Design of a structural slab system for the ground floor
- Detailing or specification of waterproofing or dampproofing. Structures PE, LLP may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents
- Construction Administration:
  - Additional structural observations or site visits beyond the number listed above
  - Review of formwork and shoring drawings
  - Updating or provision of the BIM model for construction coordination
- Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code)
- Assistance with the permitting process

## PROPOSED FEE

### Fee for Basic Services

Structures will provide the described basic services for a flat fee of **\$40,400.00**.

We will invoice towards the project based on the following phases unless agreed to otherwise:

Predesign.....	\$2,000.00
Design.....	\$9,000.00
Construction Document.....	\$6,400.00
Procurement.....	\$3,000.00
Construction Administration.....	\$20,000.00

### Foundation Consideration

This basic fee is based on a conventional grid stiffened concrete slab on grade foundation system. In the event that a soils investigation requires a suspended foundation system or any system other than a conventional type foundation system, the basic fee shall be renegotiated.

### Fee for Additional Services

Additional services for potential minor changes or additions to the scope of the project will be billed at an hourly rate not to exceed \$10,000.00 unless approved otherwise.

Fees for additional services provided will be billed at the hourly rates described under the Billing/Payments section of this proposal.

### Reimbursable Expenses

Reimbursable Expenses include expenses incurred by Structures in the interest of the project and will be billed in addition to the proposed fee.

- Mileage

## BILLING/PAYMENTS

## Exhibit "A"

STRUCTURESPE, LLP  
PROFESSIONAL SERVICES AGREEMENT  
CITY OF ROUND ROCK FIRE STATION NUMBER 11

### Hourly Rates

Hourly rates are subject to change on an annual basis.

Principal .....	\$225/hr
Associate Principal.....	\$200/hr
Sr. Project Manager.....	\$185/hr
Project Manager.....	\$170/hr
Project Engineer.....	\$155/hr
Engineer in Training II.....	\$145/hr
Engineer in Training I.....	\$135/hr
Designer.....	\$135/hr

### Invoices

On the second week of each month, we will invoice towards fees based upon the completion of services.

This proposal is valid until **December 31, 2025**. We look forward to the opportunity to work with you. If you have any questions regarding our proposal, please contact us.

Sincerely,



Nikki Montoya, P.E.  
Senior Project Manager



March 7, 2025

Proposal No. P25-033

Mr. Brian Carlson, AIA, LEED AP BD+C  
Principal  
McKinney York Architects  
1301 East Seventh Street  
Austin, TX 78702

Re: Proposal for Mechanical, Electrical and Plumbing Engineering Design Services for  
A.W. Grimes Blvd. and University Blvd., Round Rock, Texas | City of Round Rock

Dear Brian,

We appreciate the opportunity to submit the proposal for Mechanical, Electrical and Plumbing (MEP) Engineering Design Services in reference to the above-mentioned project. Based on the email description dated March 4, 2025, we understand that the project consists of:

1. The Fire Station will be a 4-bay model, approximately 14,000SF, identical to Fire Station 10 that is currently under construction with the following exceptions.
  - a. Site constraints require that the building be mirrored.
  - b. Add approximately 500 square feet for the addition of a police substation. Likely on own mechanical system.
  - c. Structural changes to the foundation design to accommodate sloping site.
  - d. Addition of retaining walls to accommodate sloping site.
  - e. Account for Foundation design changes per forthcoming geotechnical report.
  - f. Change siding to masonry on the elevation that will be facing Old Settlers
2. Construction Budget is estimating to be approximately 9.9M
3. Proposed Schedule
  - a. Predesign (Programming, design of addition Start) 3/31/2025
  - b. Design Phase Services Start 4/21/2025
  - c. Construction Document Complete 7/31/2025
  - d. Bid Q4 2025
  - e. Start Construction Q1 2026
  - f. Complete Construction Q1 2027

We propose to provide the MEP design and construction administration service as described below.

Upon your review of this proposal, we would appreciate the opportunity to discuss with you to review and further clarify the project and scope as presented. We look forward to assisting you in the development of this project. Please call or email us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sujay Regmi".

Sujay Regmi, PE  
Managing Principal



Based on our understanding of the project scope, we propose to provide the following specific services:

**A. Basic Services shall consist of the following:**

**1. Design Phase**

- a. Site Investigation including tour of existing site.
- b. Modify prototype design to incorporate any changes made during construction of previous project and owner requested changes.

**2. Construction Document Phase**

- a. Review of existing site conditions.
- b. Review applicable codes.
- c. Compile design criteria and system descriptions upon review of Owner's preliminary information defining requirements.
- d. Coordinate space requirements and weights for MEP systems.
- e. Prepare a typical layout for:
  - i. HVAC
  - ii. Lighting
  - iii. Power
  - iv. Plumbing
- f. Prepare system flow charts and risers.
- g. Utility company coordination.
  - i. Determining the utility company equipment and service requirements at building. This coordination pertains to point of service requirements on the building and anticipated loads. It does not include coordination of easements and design of the site utility systems.
  - ii. Coordination with Oncor for Transformer. Transformer and electrical Service.
  - iii. Two meetings with each utility company to present the plans and coordinate their required equipment provisions.
- h. Coordinate with the civil engineer for water, sanitary and storm sewer, and fire main services.

**3. Bidding / Negotiation / Permitting Phase**

- a. Submit drawings to authorities having jurisdiction for approval other than permitting.
- b. Revise drawings to address the building permit review comments.
- c. Attend City Permit Review Meeting.
- d. Incorporate any design changes made as part of the contractor's input
- e. Issue final construction document. Scope does not include design modifications as a result of the value engineering after the permit set has been issued.



**5. Design Meetings**

- a. Meetings during the design phases are limited to 10 meetings, for the purposes of coordinating design criteria and are limited to a maximum of 2 hours each.

**6. Construction Administration Phase**

- a. Review submittals for equipment and systems as required by the specifications.
- b. Provide site visits, during construction and prepare field reports documenting conditions. We have budgeted Three (3) site construction visits and Two (2) punch list visit.

**B. Design Services shall consist of the following:**

**1. Electrical Distribution System including,**

- a. Customer's electrical service entrance,
- b. Oncor Transformer and secondary service
- c. 120/208V interior power distribution in core/public area,
- d. Building exterior/facade lighting,
- e. Exterior signage illumination,
- f. Interior lighting and switch layout,
- g. Power to landscape and irrigation systems, if applicable,
- h. Surface Parking and Site Lighting,
- i. Emergency Backup Generator.

**2. Heating, Ventilation, and Air Conditioning System including,**

- a. Dedicated Outside Roof Top Air Pretreatment Air Handling Units.
- b. Air Handler Units and associated controls including, supply and return air distribution ductwork plans with sizes and schedules.
- c. Point of use air conditioning systems for it/server rooms (if required),
- d. Restroom exhaust,
- e. Building HVAC automation system.
- f. Mechanical Specification.

**3. Plumbing System including,**

- a. Incoming water service (to five (5) feet outside the building),
- b. Sanitary and vent piping,
- c. Domestic hot and cold water piping,
- d. Natural gas piping,
- e. Roof storm drains,
- f. Water softener system,
- g. Solo Washing Machine.



**4. Fire Protection System**

- a. Performance specifications and fire entry/standpipe location.
- b. Note that actual fire pump selection, sprinkler piping and head design/layout by Fire Sprinkler Contractor and is not included in the scope.

**5. Fire Alarm System**

- a. Performance specification and Fire Alarm Control Panel Location.
- b. Note that Fire Alarm Design and Device Layout by Fire Alarm Contractor and is not included in the scope.

**6. Mechanical and Lighting ComCheck**

- a. Completion of required mechanical and lighting energy performance compliance forms

**7. Deliverables to include:**

- a. Design Phase Document
- b. 75% CD Progress Set
- c. Permit Set
- d. Final Construction Document

**C. Additional Services Allowance**

This service is intended to be used for any future scope or design changes. The allowance is estimation only and a formal fee proposal will be presented when the scope is defined.

**D. Reimbursable Expenses**

The following expenses are in addition to basic services and additional services compensation and will be invoiced at Cost:

- 1. Out of pocket expenses such as air fare, lodging, courier and mileage expenses.
- 2. Reproduction of construction documents.

**E. Compensation**

We propose to provide the specific services described above as follows:

		Fee Basis	Fee
<b>A+B</b>	<b>Basic and Design Services</b>		
	1. Pre Design	Lump Sum	\$4,000.00
	2. Design Phase	Lump Sum	\$12,500.00
	3. Construction Documents	Lump Sum	\$30,000.00
	4. Permitting/Bidding	Lump Sum	\$6,000.00
	5. Construction Phase Services	Lump Sum	\$25,000.00
<b>TOTAL (A+B)</b>			<b>\$77,500.00</b>
<b>C.</b>	<b>Additional Services Allowance</b>	Lump Sum	\$15,000.00
<b>D.</b>	<b>Reimbursable Expenses</b>	Cost	-



**F. Project Approach**

1. MEP design services will commence upon execution of a professional service agreement. MEP drawings will not start until the architectural plans are final and approved by the Owner.
2. We will coordinate with the Architect to define the schedule for the project and completion of construction documents.
3. Any client driven changes after 100% construction documents have been submitted will be performed at an hourly fee.
4. Progress drawings will be made available electronically for review and coordination with the Architect and Owner.

**G. Additional Services**

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the project after we begin our design services. Work outside the scope of services described above will be considered as an additional service and our design services shall commence only after a written approval by your office.

Additional services and assumptions include, but are not limited to the following

- Revisions to previously performed work as a result of changes to the original design criteria.
- Preparation of Construction Documents for alternates.
- Detailed Estimates of Construction Cost.
- Additional job site visits requested by Client.
- Attendance at meetings as requested by Client other than those described in the proposal.
- Increased services resulting from changes/increases in Project scope or scope resulting from Project assumptions as defined in the proposal which prove to be incorrect.
- Review of shop drawing or submittal data in addition to the services defined in the proposal.

Work provided outside the above scope of services will be provided at our standard hourly rate in accordance with Attachment "A. Rates will remain in effect until December 31st of the Schedule year and any increases will be limited to 10% per annum in that and each subsequent calendar years.

**H. Payments**

Progress invoices will be issued monthly and are due within 30 days of receipt. Monthly interest of 1.0% will be charged on outstanding invoices 30 days or more past due. All applicable taxes are not included in the fee amounts presented above and will be added to invoices as applicable.

**I. Clarifications**

Scope clarifications include:

- Architectural backgrounds will be provided by the Architect in AutoCAD or Revit.
- All MEP drawings will be created using AutoCAD or Revit.
- Symbols for locations of low voltage devices will be shown on the MEP plans. However, low voltage electrical systems (such as telecommunications, security, and cable TV) cabling and systems design will be provided by others.
- Lighting design for all public spaces, landscape and hardscape including fixture data sheets and layout in CAD format shall be provided by the Architect, Interior Designer, or Landscape Architect.



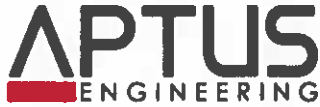


- Other than the electric service utility plans and raceway for telecommunication and CCTV, all other site utilities such as natural gas, water, sanitary, and storm water shall be provided by others.

**J. Exclusion**

- Building permitting services is excluded. We shall support the permit process by responding to the City's permit comments.
- Design of sub-surface drainage systems. Storm, sanitary sewer, domestic water, and fire protection piping beyond 5'-0" outside of building perimeter.
- Design of low voltage data or communications cabling/system, security and access systems.
- Design of public address systems or audio/visual systems.
- Design of parking systems or access systems for the parking garage.
- Light Fixture selection and layout for Exterior building and landscape Interior building.
- Design of rainwater collection system and/or gray-water systems.
- Design of PV system.
- Building Commissioning is excluded.
- LEED Certification is not included.
- Energy Model is not included.

## Exhibit "A"



March 7, 2025

Proposal No. P25-033

Mr. Brian Carlson, AIA, LEED AP BD+C  
Principal  
McKinney York Architects  
1301 East Seventh Street  
Austin, TX 78702

Re: Proposal for Mechanical, Electrical and Plumbing Engineering Design Services for  
A.W. Grimes Blvd. and University Blvd., Round Rock, Texas | City of Round Rock

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out in the proposal above and that each party shall be bound by each and all of said provisions.

	Fee Basis	Fee
<b>A+B Basic and Design Services</b>		
1. Pre Design	Lump Sum	\$4,000.00
2. Design Phase	Lump Sum	\$12,500.00
3. Construction Documents	Lump Sum	\$30,000.00
4. Permitting/Bidding	Lump Sum	\$6,000.00
5. Construction Phase Services	Lump Sum	\$25,000.00
<b>TOTAL (A+B)</b>		<b>\$77,500.00</b>
<b>C. Additional Services Allowance</b>	Lump Sum	\$15,000.00
<b>D. Reimbursable Expenses</b>	Cost	-

Accepted By:  
CLIENT: McKinney York Architects

APTUS Engineering LLC # F -15962

Signature: \_\_\_\_\_

Signature: 

Name: \_\_\_\_\_

Name: Sujay Regmi, PE

Title: \_\_\_\_\_

Title: Managing Principal

Date: \_\_\_\_\_

Date: 03.07.2025



**Attachment "A"**

**Standard Rate Schedule for 2025**

The following rates are for work performed on an hourly charges basis. Rates include company overhead and profit for services accomplished during regular working hours. Rates will remain in effect until December 31st of the schedule year and any increases will be limited to 10% per annum in that and each subsequent calendar years.

**Direct Labor**

<b><u>Labor Category</u></b>	<b><u>Hourly Rate</u></b>
Managing Principal	\$235.00
Principal	\$205.00
Senior Project Manager	\$185.00
Project Manager	\$160.00
Project Engineer	\$150.00
Engineer	\$140.00
Engineer-In-Training	\$115.00
Senior Designer	\$115.00
Designer	\$95.00
Administration	\$95.00

**Direct Expenses**

Transportation	Per IRS Rate
Courier & Delivery Service	Cost + 10%
Reproduction and other Direct Expenses	Cost + 10%

**End of Attachment**

TDLR / TAS

Review &

Inspection

Services

...

Established 1997

...

8213-A

Shoal Creek

Blvd Suite 102

Austin, Texas

78757

...

(512) 459-2121

[mark@devassoc.net](mailto:mark@devassoc.net)

Martelle@

Debra@

Accounting@

...

[www.devassoc.net](http://www.devassoc.net)

March 7, 2025

**Proposal of Services; TAS Services for City of Round Rock Fire Station number 11**

Mr. Brian Carlson  
McKinney York Architects  
1301 E 7th St  
Austin, TX 78702

Subject: **Proposal of TAS-Review Services for:  
City of Round Rock Fire Station number 11**

Dear Mr. Carlson;

Development Associates is pleased to submit to our proposal of professional services for the City of Round Rock Fire Station number 11 project. Our group has a long history with Accessibility, McKinney York Architects, Round Rock Firestation No10 & No3, and other prior Firestation renovation projects for the City of Austin as well which included 4 different firestation renovations, including historic #02. We'd be pleased to be on your team for this project.

Below is our proposal for the standard services required by TAS to be performed for your project, which has been estimated to be constructed at a cost between \$10m-\$15m.

**\$265** Project registration, if requested of Development Associates. Includes the flat \$175 TDLR processing fee plus one hour of admin labor to verify the form & perform the registration

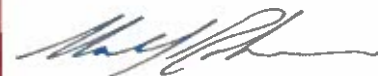
**\$925** Plan Review; includes review of plans, digital issuance of report, uploading to TDLR, and follow up clarifications to Architect if required.

**\$1010** Final Inspection; includes the walk of the site, report to identify any non-conforming items, project finalization and closure protocols, etc.

**Proposal Total: \$2200 Not To Exceed** for all services listed above.

Please do not hesitate to contact us if there are any questions.

Thank you for including us!



Mark S. Robinson, RAS #1561  
Principal RAS / President, **Development Associates of Texas, Inc.**



### List of Possible expanded Services that are NOT included

- Measured drawings:
- Existing facilities surveys:
- Site evaluation and planning:
  - Program Analysis: Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.
  - Site Development Planning: Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.
  - Meetings and Presentations: Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
  - Site Analysis and Selection: Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project.
  - Site Context: Describe physical characteristics and context of immediately surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses.
  - Utility Studies: Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission, and distribution lines.
  - Environmental Studies: Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. If required, attend public meetings and hearings.
  - Estimate of the Cost of the Work: Prepare a preliminary estimate of the cost of the work for the development of the site based on the Site Development Planning approved by the Owner.
  - Planning and Zoning Analysis: Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.
- Building Information Model management responsibilities
- Development of Building Information Models for post construction use
- Civil engineering
- Landscape Architecture
- Geotechnical Engineering
- Environmental Consulting
- Warranty Phase Services
- Changes to designs to reduce costs
- Value analysis
- Cost Estimating
- On-site project representation
- As-constructed record drawings

## Exhibit "A"

- Post-occupancy evaluation
- Facility support services
- Architect's coordination of, rather than with, the Owner's consultants
- Telecommunications/data design
- Security evaluation and planning
- Commissioning
- Sustainable Project Services
- Fast-track design services
- Multiple bid packages
- Historic preservation
- Furniture, furnishings, and equipment design
- Other services provided by specialty Consultants
- Graphics and Wayfinding
- Relocation planning
- Move management
- Modifications to the design to accommodate changes to code requirements

**SUPPLEMENTAL AGREEMENT NO. 1**

**CITY OF ROUND ROCK**

§

**STATE OF TEXAS**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

This document is entitled Supplemental Agreement No. 1, and it supplements "City of Round Rock Agreement for Architectural Services for City of Round Rock Fire Station No. 11 with McKinney Architects, Inc." for the following Project:

Professional architectural services and design services related to the following:

City of Round Rock Fire Station No. 11

Professional services for this Project shall include, but not be limited to, Pre-Design Phase Services, Design Phase Services, Construction Documents Phase Services, Procurement Phase Services, and Construction Phase Services. Architect shall be the Architect of Record and shall be in charge of coordination of the consultants provided by the Architect. The Architect shall coordinate the work of the Architect with the work of the Owner's other design consultants. The Owner shall require the Owner's other consultants to likewise coordinate their work with the work of the Architect. The Owner shall also require their other design Consultants to coordinate the schedule for the performance of their services with the Architects performance schedule to allow the Architect to efficiently provide their services for their project.

This Supplemental Agreement No. 1 is made and entered into as of the same date of the Agreement it supplements, that being the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and likewise is by and between the same parties, those being the CITY OF ROUND ROCK, a home-rule municipal corporation of Williamson and Travis Counties, Texas (hereinafter referred to as "City" and/or "Owner") and McKinney Architects, Inc., with offices located at 1301 East Seventh Street, Austin, Texas 78702 (hereinafter referred to as "Architect").

**WITNESSETH:**

**WHEREAS**, as is recited in the Agreement this document supplements, City intends to provide services for the design and construction of the Project. Architect's services are desired for purposes including but not limited to being architect of record, coordinating consultants, planning, civil, architectural, design, structural, mechanical/electrical/plumbing engineering services, confirming project program and space requirements, document production, bidding-related services, and construction observation services related to the Project; and

**WHEREAS**, total compensation for Architect's services under this Agreement shall be paid pursuant to Exhibit "A" of the Agreement and shall not exceed: **\$371,900.00**, including reimbursable expenses in an amount not to exceed **\$1,500.00**; and

**WHEREAS**, as is recited in the Agreement this document supplements, City desires to contract with Architect for the delineated professional services, and for the administration of the Construction Contract during construction of the Project; and

**WHEREAS**, as is stipulated in the Agreement this document supplements, Architect has agreed to provide such professional services for the compensation delineated previously and herein;

**NOW, THEREFORE**, City and Architect, in consideration of the terms, covenants and conditions contained in the Agreement this document supplements and herein, hereby agree as follows:

## **ARTICLE I**

### **SCOPE OF SERVICES AND COMPENSATION**

**1.01 Scope.** Architect, as an independent contractor and professional consultant in its relationship with the City, shall perform all professional services for the Project as set forth in the Agreement this document supplements and herein.

**1.02 Compensation.** City shall compensate Architect in accordance with the terms and conditions as recited in the Agreement this document supplements and herein.

Unless subsequently changed by additional Supplemental Agreement to this Agreement, duly authorized by City Council Resolution or City Manager action, Architect's total compensation hereunder shall be paid pursuant to Exhibit "A" of the Agreement and shall not exceed **Three Hundred Seventy-One Thousand Nine Hundred and No/100 Dollars (\$371,900.00)**, *including* a not-to-exceed amount of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)** for approved Reimbursable Expenses. These amounts represent the absolute limit of City's liability to Architect under this Agreement, unless same shall be changed by additional Supplemental Agreement hereto.

The times and further conditions of payment shall be as described in Article VI hereof.

## **ARTICLE II**

### **ARCHITECT'S SERVICES**

**2.01 Basic Services.** Architect's Basic Services consist generally of the phases described below, and include architectural services, landscape architecture and irrigation services, and structural, mechanical, electrical, and plumbing engineering services. Architect agrees that upon execution of this Agreement, it will submit to City within ten (10) days a list of all additional consultants it intends to utilize, not previously identified in Architect's proposal, delineating their respective tasks. All of Architect's consultants shall be subject to the approval of the City through its City Manager, and City reserves the right to reject any consultant. Architect shall coordinate its services with the City, represented by its City Manager or his designee, hereinafter referred to as "Director."

**2.01.1** The Structural Engineering services provided by the Architect shall be limited solely to those described in the STRUCTURESPE, LLP Professional Services Agreement Fee Proposal to Al York, Principal, McKinney York Architects dated March 6, 2025. The Mechanical, Electrical and Plumbing Engineering Design Services provided by the Architect shall be limited solely to those described in the Aptus Engineers Proposal for Mechanical, Electrical and Plumbing Engineering Design Services for



A.W. Grimes Blvd. and University Blvd., Round Rock, Texas | City of Round Rock to Al York, Partner, McKinney York Architects dated March 7, 2025.

**2.02 Pre-Design and Design Phase.** Architect shall provide the following Pre-Design and Design Documents Phase Services: as delineated in the Agreement this document supplements and herein, and as follows:

**2.02.1** Based on the Project requirements defined by the description of the Program in the Agreement, the Architect shall prepare and present, for the Owner's approval, Design Documents illustrating the scale and relationship of the Project components utilizing the prototype design floor plan modified to accommodate the programmatic changes. The Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**2.02.2** The Architect shall have no responsibility for providing cost estimates or opinions of the probable construction cost.

**2.02.3** The Architect shall submit the Design Documents as a single digital copy to the Owner, making a presentation in person or via ZOOM and request the Owner's comments and approval be given at the conclusion of that presentation meeting.

**2.03 Construction Documents Phase.** Architect shall provide the Construction Documents Phase Services as delineated in the Agreement this document supplements, elsewhere herein, and as follows:

**2.03.1** Based on the Owner's approval of the Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to Construct the Project, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with **2.06(15)**.

**2.03.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**2.03.3** During the development of the Construction Documents, the Architect shall assist the Owner in the in preparation of the Proposal Forms, shall utilize without modification City's standard General and Supplementary General Conditions, and shall draft Special Conditions of the Contract. City's standard form of Contract between City and the Contractor shall also be utilized, along with City's form of Bid Bond, Performance Bond, and Payment Bond. Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include proposal requirements and sample forms.

**2.03.4** The Architect shall have no responsibility for providing cost estimates or opinions of the probable construction cost.

**2.03.5** Prior to finalizing and sealing the Construction Documents, the Architect shall submit a draft set of the Construction Documents to the Owner labeled '95%' and request the Owner's final comments. Upon receipt of the last of the Owner's review comments the Architect shall finalize the Construction Documents and request the Owner's approval.

**2.03.6** Architect shall provide the City a digital copy (PDF) of a complete set of proposed Construction Documents for review, official approval, and the Owner's submission for Building and other development permits prior to the advertisement of proposals for the construction of the Project, and within the agreed Performance Schedule.

**2.03.7** Architect shall be solely responsible for submitting the Architect's Instruments of Service for approval of the Texas Department of Licensing and Regulation prior to submittal of all Construction Documents to City for approval. Any fees charged by the Department or the independent Registered Accessibility Specialist performing the review on behalf of the Department at the rates established by the Department for this approval shall be initially paid by the Architect who shall be reimbursed by the City. The anticipated cost of these fees is included in the reimbursable expense allowance that is included in the Architects total fee.

**2.04 Procurement Phase.** Architect shall provide the Procurement Services delineated in the Agreement this document supplements, elsewhere herein, and as follows:

**2.04.1** Following City's approval of the Construction Documents, Architect shall assist City in awarding a construction contract following legal public competitive sealed proposal requirements. Architect shall transmit Construction Documents to the Owner in electronic (PDF) format for reproduction and distribution. Owner shall be responsible for payment for the costs of reproduction of such documents. During the procurement process, Architect shall assist City as follows:

- (1) Jointly conducting pre-proposal conferences, including on-site visits as required, to assist the bidders/proposers with an understanding of the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements.
- (2) Preparing responses to questions from prospective bidders/proposers, and providing clarifications and interpretations of the Procurement Documents to all prospective proposers in the required form of addenda to Contract Documents.
- (3) Assisting in the opening of proposals, tabulation and evaluation of proposals received, and advising on award of the contract.
- (4) Jointly conducting pre-award conferences where necessary.
- (5) The Architect shall compile a Conformed Set of Construction Documents at the conclusion of the Procurement Phase incorporating addenda and selected alternates for use by the Contractor during construction.

Architect's assistance to City shall include submitting written reviews and recommendations for awards based upon the acceptability of proposals. Architect's role during the Procurement Phase shall be limited to advising and consulting with the City, and the City retains all responsibility for the actual selection of the Contractor.

**2.05 Construction Phase.** Architect shall provide the following Construction Phase Services as delineated in the Agreement this document supplements, elsewhere herein, and as follows:

The Construction Phase will commence with the award of the first Construction Contract and will terminate following the date the Architect issues the final Certificate of Payment:

- (1) Architect shall provide administration of the Construction Contract as set forth in this Agreement. Architect's assigned authority thereunder will not be modified without Architect's written consent.
- (2) Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents will be in a form prepared or approved by Architect and will include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- (3) If deemed appropriate by Architect, Architect will on Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- (4) Interpretations and decisions of Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, Architect will endeavor to secure faithful performance by both Owner and the Contractor, will not show partiality to either, and will not be liable for the results of interpretations or decisions so rendered in good faith.
- (5) Architect shall render initial decisions on claims, disputes or other matters in question between Owner and the Contractor as provided in the Contract Documents. However, Architect's decisions on matters relating to aesthetic effect will be final only if consistent with the intent expressed in the Contract Documents.
- (6) Architect shall report to Owner all known substantial deviations from the Contract Documents and most recent construction schedule submitted by the Contractor. However, Architect will not be responsible for the Contractor's failure to perform work in accordance with requirements of the Contract Documents. Architect will be responsible for Architect's acts or omissions, but will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the work.
- (7) Architect will at all times have access to the work wherever it is in preparation or in progress.
- (8) Owner will endeavor to communicate with the Contractor through Architect about matters arising out of or relating to the Contract Documents. Communications by and with Architect's subconsultants will be through Architect.

- (9) Architect, as a representative of City, shall advise and consult with Director and will keep City informed in writing through him of the progress of the Project, including percent complete on a monthly basis, during the Construction Phase; and after issuance of the "work order" to proceed with the work, City will endeavor to issue instructions to its Contractors through Architect. Architect will have authority to act on behalf of Owner only to the extent provided in this Agreement unless otherwise properly modified by written amendment.
- (10) Architect shall provide on-site construction observation, periodically visiting the site to the extent necessary to familiarize itself with the progress and quality of the work, and to determine, in general, if the work observed is proceeding in a manner indicating that the work, when fully completed, will be in general accordance with the Contract Documents. Architect's site observations may be conducted with Owner's designated representative to check conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected. Field Reports of each visit shall be prepared by Architect and submitted to City. Architect shall employ reasonable measures to safeguard City against defects and deficiencies in the work of the Contractor. Architect shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, Architect will immediately inform Director whenever defects and deficiencies in the work are observed, or Architect observes actions or omissions by the Contractor which are not in accordance with the Contract Documents.
- (11) Based on such observations at the site and on the Contractor's Application and Certificate for Payment, Architect shall determine, monthly, the amount owing to the Contractor and shall certify and forward the Contractor's Application and Certificate for Payment to Director for approval and payment. These certifications shall constitute a representation by Architect to City, based on observations at the site and other data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified.
- (12) Architect shall have authority to reject work which does not conform to the Contract Documents. Whenever Architect considers it necessary or advisable, Architect will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.
- (13) Architect shall make recommendations on all claims and disputes of City or the Contractor relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by Architect as may

reasonably be required. In the event of litigation, where Architect is named as an additional party with the City, such assistance will include the availability of knowledgeable witnesses in the employ of Architect for expert testimony.

- (14) Architect shall use commercially reasonable efforts to promptly review and respond to submittals required by the Contract documents (including shop drawings, product data and samples and other submissions of the Contractor) for conformance only with the design concept of the Project and with the information given in the Contract Documents. Prompt review by Architect of submissions is of prime importance to City, but Architect shall not be held to a higher standard than the Standard of Care in the Agreement.
- (15) Architect shall prepare Change Orders and/or Construction Change Directives to the construction contract, in electronic (PDF) format, after review and approval by the City. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Architect's compensation for preparation of Change Orders, if any, shall be determined by Section 2.09(l) below.
- (16) Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by Contractor for submittal with the final Certificate of Payment, and shall prepare and present final Certificate for Payment to Director for City's approval and payment. In addition, Architect shall make inspection of the Project at least thirty (30) days before the expiration of the one (1) year warranty contained in the Contractor's Performance Bond.
- (17) Architect shall conduct regularly scheduled progress meetings with City, the Contractor and major Subcontractors. Minutes of same shall be prepared by Architect with copies submitted to City's Director.
- (18) Architect shall have authority to order minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor's bid price or an extension of the Project Schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written Field Orders which interpret the Plans and Specifications, with copies submitted to City's Director.
- (19) Architect shall assemble and deliver to City a set of reproducible As-Designed Record Construction Drawings, which include or attach significant design changes during the construction process. Architect shall provide As-Designed Record Construction Specifications which will identify the design changes in the specifications on a sheet, which sheet shall be inserted at the beginning of each section to which they pertain.
- (20) Owner shall require the Contractor to submit to Owner the following: (1) consent of surety or sureties, if any, of reduction in or partial release of retaining or the making of final payment; and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying Owner against liens; and (3) as-built record documents.

**2.06 Warranty Phase.** If requested by the Owner and agreed by the Architect, Architect shall provide the Warranty Phase Services in this Section 2.06 as Additional Services. Architect shall assist Owner in

scheduling corrections to be made by the Contractor during the warranty period. During the eleventh month following completion of the prime general contract, Architect will arrange for a warranty inspection tour of the entire Project by authorized representatives of the City, the Subconsultants and of each prime contractor engaged on the Project. For any non-warranty involvement of Architect, payments shall be made based upon the Hourly Rate Schedule contained in this Agreement.

**2.07 Project Representation Beyond Basic Services.** In the event that circumstances should develop whereby continuous, full-time representation at the Project site is required, the conditions under which such representation shall be furnished and the Project Representatives selected, employed and directed shall be governed by an additional written Supplemental Agreement between City and Architect.

**2.08 Additional Services.** Architect shall perform Additional Services, as requested by City, after a not-to-exceed amount has been mutually agreed upon in writing by Director and Architect. Architect shall not proceed until the appropriate Resolution or directive for such Additional Services has been delivered from the City Council or City Manager. The following services are not covered under Article II, which defines and outlines Architect's Basic Services. If any of these Additional Services are authorized in writing by Director in advance of their performance, they shall be paid for in the manner agreed to at the time of authorization.

- (1) Preparing Change Orders and supporting data and/or revising previously approved plans when the changes in approved Plans and Specifications are required by the City. If changes are required to be made because of error, oversight, clarification, or discrepancy in the Construction Documents, City shall not be liable to compensate Architect for Additional Services or expenses in such connection.
- (2) Providing consultation concerning replacement of any Project work damaged by fire or other cause during construction, and furnishing professional services as may be required in connection with the replacement of such work, unless damage was the result of Architect's error.
- (3) Providing other extraordinary professional services over and above the contract requirements, where required and requested by City, including extraordinary professional services which might result if the City decides to "fast-track" the Project.
- (4) Providing construction phase services more than twelve (12) months after the start of construction or the Contractor's Notice to Proceed, whichever occurs first.
- (5) Performing more than two (2) reviews of any shop drawing, product data item, sample or similar submittal from the Contractor.
- (6) Providing more than twenty-four (24) site visits/construction meetings over the duration of the Project.
- (7) Providing more than two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- (8) Providing more than one (1) inspection for any portion of the Work to determine Final Completion.

**ARTICLE III**  
**CITY'S RESPONSIBILITIES**

**3.01 Full information.** City shall provide full information regarding requirements for the Project.

**3.02 Designate representatives.** City shall designate, when necessary, representatives authorized to act in its behalf. Unless otherwise agreed, the Director shall be the City's designated representative. City shall examine documents submitted by Architect and render decisions pertaining thereto promptly to avoid unreasonable delays in the orderly process of Architect's work.

**3.03 Tests and inspections.** City shall furnish, or pay for structural, mechanical, chemical, soil mechanics, and other laboratory tests, reports and inspections as required by law or the Contract Documents.

**3.04 Permits.** City will furnish the building permit without charge. Electrical, plumbing and other trade permits will be the responsibility of the construction contractor. Any charges which may be assessed for tap fees will be paid by City and are not to be included by Architect in the Specifications for the Project.

**3.05 Fees.** City shall pay for fees required for Architect's submittal and approval of documents as set forth in the Agreement this document supplements.

**3.06 Miscellaneous items.** City will also provide Architect with City of Round Rock General and Supplementary General Conditions for Building Construction, Instructions to Bidders, Proposal Forms, Wage Rates, Contract and Bond Forms, Bid Advertisement Form, and such other information and materials as may be necessary and practicable for the orderly and expeditious process of the work and the awarding of the Construction Contract. To the extent practicable, these documents shall be utilized in the preparation of the Construction Documents.

**ARTICLE IV**  
**FIXED LIMIT OF TOTAL BUDGETED CONSTRUCTION COST**

**4.01 Budgeted Construction Costs.** Since Owner has provided Architect with a Prototype setting for the established systems and general design elements, Architect has no responsibility for fixed limit of Budgeted Construction Cost.

**ARTICLE V**  
**REIMBURSABLE EXPENSES**

**5.01 Reimbursable Expenses.** Reimbursable Expenses are *included* in the total Fee delineated in the Agreement this document supplements and herein and include the actual expenditures and actual costs set forth in the Agreement this document supplements.

**ARTICLE VI**  
**PAYMENTS TO THE ARCHITECT**

**6.01 Basic Services.** Payments on account of Architect's Basic Services shall be made monthly in proportion to the degree of completion of each phase, as delineated in the Agreement this document

supplements and herein.

As to the Construction Observation Phase fee apportionment, Architect shall invoice for equal monthly payments based upon the contractually-stipulated Construction Period, to the extent applicable.

**6.02 Reimbursable Expenses.** Payments for authorized Reimbursable Expenses for Architect, as hereinbefore referred to and in an amount not to exceed **\$1,500.00**, shall be made following presentation, review and approval of Architect's detailed invoice in triplicate.

**6.03 Deductions.** No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

**6.04 Additions.** No additions shall be made to Architect's compensation based upon Project construction claims, whether paid by City or denied.

**6.05 Abandonment.** If any work designed or specified by Architect during any phase or subphase is abandoned or suspended, in whole or in part, Architect is to be paid for the services performed on account of it prior to receipt of written notice from City through its Director of such abandonment or suspension.

**6.06 Invoices.** Architect's invoices to City shall provide complete information and documentation to substantiate Architect's charges, and shall be in a form to be specified by Director. All payments to Architect shall be made on the basis of the invoices submitted by Architect and approved by Director. Such invoices shall conform to the schedule of services and costs in connection therewith set out hereinabove. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by Director, Architect shall comply promptly with such request. In this regard, should Director determine it necessary, Architect shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

**6.07 Payment of Invoices.** City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Architect and to adjust the same to meet the requirements of the Agreement. Following approval of invoices, City will endeavor to pay Architect promptly, but not later than the time period required under the Texas Prompt Payment Act; however, under no circumstances shall Architect be entitled to receive interest on payments which are late because of a good faith dispute between Architect and City or because of amounts which City has a right to withhold under this Agreement or state law.

**6.08 Offsets.** City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Architect, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

## **ARTICLE VII** **ARCHITECT'S ACCOUNTING RECORDS**

**7.01 Accounting Records.** Records of Architect's Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between City and Architect shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times.



**ARTICLE VIII**  
**TERMINATION AND DEFAULT**

**8.01 Termination.** In connection with the work outlined in this Agreement, it is agreed and fully understood by Architect that Director may cancel or indefinitely suspend further work hereunder or terminate this Agreement either for cause or for the convenience of City, upon fifteen (15) days' written notice to Architect, with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. Architect shall invoice City for all work completed and shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. Upon payment in full for all services provided by Architect, all plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of City upon termination of this Agreement, and shall be promptly delivered to City in a reasonably organized form without restriction on future use, subject to any record-keeping requirements imposed on the Architect by the TBAE or other similar regulatory authority. Should City subsequently contract with a new architect for continuation of services on the Project, Architect shall cooperate in providing information.

**8.02 Default.** Nothing contained in Section 8.01 above shall require City to pay for any work which is unsatisfactory as determined by Director or which is not submitted in compliance with the terms of this Agreement. City shall not be required to make any disputed payments to Architect when Architect is in default under this Agreement, nor shall this Article constitute a waiver of any right, at law and at equity, which City may have if Architect is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

**ARTICLE IX**  
**GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS;**  
**CONTRACT ADMINISTRATION**

**9.01 General, Supplementary and Special Conditions.** City of Round Rock - Supplementary General Conditions to AIA Document A201, "General Conditions of the Contract for Construction", are to be used by Architect without modification; however, City may, upon prior consultation, approve of any changes that may be necessary for specific cases or instances. Any special conditions pertaining to the Project that are approved by City will be included under the Special Conditions portion of the Construction Documents.

**9.02 Contract Administration.** This Agreement shall be administered on behalf of City by its City Manager, and Architect shall fully comply with any and all instructions from Director that are consistent with the terms of this Agreement. Any dispute arising hereunder shall be submitted to Director, whose decision in the matter shall be final and binding.

**ARTICLE X**  
**RESPONSIBILITY FOR WORK, INDEMNIFICATION AND INSURANCE**

**10.01 Architect's Responsibility for Work.** Approval by City shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, subcontractors, agents and consultants for the accuracy and competency of their Designs, Working Drawings, Specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect, error or omission in the Designs, Working Drawings, and Specifications or other

documents prepared by Architect, his employees, subcontractors, agents and consultants.

**10.02 Indemnification (Damage Claims).** Architect agrees to indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of any negligent act or omission of Architect, his officers, agents, associates, employees or subconsultants, in the performance of this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Architect and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**10.03 Indemnification (Patent and Copyright Claims).** Architect agrees to completely indemnify and hold harmless City, its officers, agents and employees, against a claim that any of the Designs, Plans or Specifications prepared by Architect, its employees, associates or subconsultants, pursuant to this Agreement infringe a U.S. patent or copyright directly, indirectly or contributorily, regardless of whether or not City is proven to have actively induced or contributed to the infringement. Architect will pay any and all resulting costs, damages and attorney's fees finally awarded, provided that:

- (1) City promptly notifies Architect in writing of the claim; and
- (2) Architect has control of settlement negotiations.
  - (a) The City Attorney of City shall be kept informed of settlement negotiations, and shall execute any settlement agreement reached by Architect on City's behalf.
  - (b) Architect's indemnification under this section is conditioned on City's agreement that if any of the designs, plans or specifications, become, or in Architect's opinion are likely to become, the subject of such a claim, City will permit Architect, at Architect's option and expense, either to procure the right for City to continue using the designs, plans or specifications or to replace or modify the same so that they become non-infringing; and if neither of the foregoing alternatives is available on terms which are reasonable in Architect's judgment, City, to the extent City is legally able to do so, will cease using the designs, plans or specifications on written request of Architect, in which instance City has the sole option to either require Architect to perform new design work at Architect's sole expense, or to terminate this Agreement.
  - (c) Architect has no liability under this section for any claim of infringement based upon the modification or alteration of the designs, plans or specifications prepared under this Agreement subsequent to the Project by City, or by any engineering consultant subsequently employed by City.
  - (d) The foregoing states the entire obligation of Architect with respect to infringement of patents and copyrights.

**10.04 Insurance.** Architect, at Architect's sole cost, shall purchase and maintain during the term of this Agreement the minimum professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) from a company authorized to do insurance business in Texas and otherwise acceptable to City. Failure to maintain the minimum insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.

**10.05 Subconsultant Insurance.** If applicable, Architect shall require each subconsultant performing work under this Agreement to maintain during the term of the Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Section 10.04 above, including the required provisions and additional policy conditions as shown below in Section 10.06, unless specifically waived by the City Manager.

Architect shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Architect must retain the certificates of insurance for the duration of this Agreement, 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.

**10.06 Insurance Policy Endorsements.** Each insurance policy under paragraph 10.04 shall include the following conditions by endorsement to the policy:

- (1) Each policy shall require that thirty (30) days prior to the expiration, cancellation, or non-renewal, a 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

Architect shall also notify City, within 24 hours of receipt, of any notices of expiration, cancellation, or non-renewal it receives from its insurer.

- (2) Companies issuing the insurance policies shall have no recourse against City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Architect.
- (3) The Term "City" or "City of Round Rock" shall include all authorities, Boards, Commissions, Departments, and officers of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City of Round Rock.
- (4) 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.

**10.07 Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Architect shall be borne solely by Architect, with certificates of insurance evidencing such minimum coverage in force to be filed with the City.

**ARTICLE XI**  
**COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, ETC.**

**11.01 Compliance with Laws.** Architect, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State Laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by all local, State and National boards, bureaus and agencies as required by the Standard of Care provided in the Agreement. Architect shall further obtain all permits and licenses required in the performance of the professional services contracted for herein.

**11.02 Taxes.** Architect will pay all taxes, if any, required by law arising by virtue of the 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 XII**  
**TERM**

**12.01 Term.** Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by City's Director, the term of this Agreement shall be from the date hereof until final completion of the Project and all architectural/engineering and construction administration services in connection therewith, including the final one (1) year warranty inspection.

**12.02 Project Performance Schedule.** Architect agrees to endeavor to perform its services in a reasonably timely manner and in connection with the Project Performance Schedule. However, Architect shall not be responsible for delays caused by the City, its Contractor, or any of their separate consultants.

**ARTICLE XIII**  
**FINANCIAL INTEREST PROHIBITED, CONFIDENTIALITY**

**13.01 Financial Interest Prohibited.** Architect covenants and represents that Architect, 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.

**13.02 Confidentiality.** Except as otherwise provided in this Agreement, Architect's reports, evaluations, designs, drawings, data, and all other documentation and work developed by Architect hereunder shall be kept confidential, and shall not be disclosed to any third parties without the prior written consent and approval of City's Director. This provision shall not apply if the work product is ordered to be disclosed by a court or other legal authority, or is already in the public domain.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

**14.01 Force Majeure.** Neither City nor Architect shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**14.02 Assignment.** The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Architect shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of City's Director.

**14.03 Amendments.** This Agreement, representing the entire agreement between the parties, may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**14.04 Enforcement and Venue.** This Agreement 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.

**14.05 Notices.** All notices and correspondence to City by Architect shall be mailed or delivered as follows:

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

and to:

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

All notices and correspondence from City to Architect shall be mailed or delivered to the Architect as follows:

McKinney Architects, Inc.  
Attn: Charles York, FAIA  
1301 East Seventh Street  
Austin, Texas 78702

[Signatures on the following page.]

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its Mayor, duly authorized to execute the same in its behalf by Resolution No. \_\_\_\_\_ approved by the City Council on \_\_\_\_\_, 2025, and McKinney Architects, Inc., dba McKinney York Architects signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

**CITY OF ROUND ROCK, TEXAS**

**MCKINNEY ARCHITECTS, INC., dba  
McKinney York Architects**

By: \_\_\_\_\_  
Craig Morgan, Mayor

By:  \_\_\_\_\_  
Brian Carlson, AIA

Date: \_\_\_\_\_

Date: 5/15/2025

**ATTEST:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/13/2025

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

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

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> LaFonda Smith <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> 713-490-4700 <b>E-MAIL ADDRESS:</b> LaFonda.Smith@usi.com														
<b>INSURED</b> <b>McKinney Architects, Inc. dba</b> <b>McKinney York Architects</b> <b>1301 E. Seventh St</b> <b>Austin, TX 78702</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER D : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Hartford Ins Co of the Midwest	37478	INSURER D : Arch Insurance Company	11150	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Charter Oak Fire Insurance Company	25615														
INSURER B : Travelers Property Cas. Co. of America	25674														
INSURER C : Hartford Ins Co of the Midwest	37478														
INSURER D : Arch Insurance Company	11150														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680A121965424	05/16/2025	05/16/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			680A121965424	05/16/2025	05/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CUPA122089824	05/16/2025	05/16/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WBCAH7558	05/16/2025	05/16/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<b>Professional Liab</b> <b>Claims Made &amp; Rep</b>			PAAEP0157202	05/16/2025	05/16/2026	\$5,000,000 per claim \$5,000,000 annl aggr.

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

The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. All policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability and Auto Liability policy(s) contains a special endorsement with "Primary and (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Round Rock</b> <b>221 East Main Street</b> <b>Round Rock, TX 78664</b>	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

Noncontributory" wording, when required by written contract. Umbrella Follows Form.

RE: Fire Station No. 11