City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Matthew Baker, Mayor Pro-Tem, Place 3
Michelle Ly, Place 1
Rene Flores, Place 2
Frank Ortega, Place 4
Kristin Stevens, Place 5
Hilda Montgomery, Place 6

Thursday, September 14, 2023 **6:00 PM** **City Council Chambers, 221 East Main St.**

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length per §2-26(b)(5), of the Round Rock Code of Ordinances, 2018 Edition. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council per state law.

E. PROCLAMATIONS:

E.1 Consider proclaiming September 16, 2023 as "Fiesta Amistad Day" in the City of Round Rock.

E.2 Consider proclaiming September 15, 2023 to October 15, 2023 as "Hispanic Heritage Month" in the City of Round Rock.

F. STAFF PRESENTATIONS:

F.1 Consider a presentation and department update from Sports Management and Tourism.

G. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

G.1 Consider approval of the minutes for the August 24, 2023 City Council meeting.

G.2 Consider a resolution authorizing the Mayor to execute an Agreement with Casco Industries, Inc. for the purchase of public safety and firehouse supplies and equipment.

G.3 Consider a resolution authorizing the Mayor to execute an agreement with Progressive Commercial Aquatics, Inc. for the purchase of swimming pool chemicals, supplies and equipment.

G.4 Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Joint and Cooperative Purchasing with the City of Liberty Hill.

G.5 Consider a resolution authorizing the Mayor to execute Supplement Agreement No. 1 to "City of Round Rock Agreement for Professional Consulting Services Related to Investment Advisory Services with Valley View Consulting, L.L.C."

G.6 Consider a resolution authorizing the Mayor to execute an Agreement with Iteris, Inc. for the purchase of traffic control products, supplies and equipment.

G.7 Consider a resolution authorizing the Mayor to execute an Agreement with Veolia Water Technologies Treatment Solutions USA for the purchase of Aquaray UV Systems.

H. PUBLIC HEARINGS:

H.1 Consider public testimony regarding the annexation of a 6.52 acre portion of CR-118.

I. RESOLUTIONS:

I.1 Consider a resolution authorizing the Mayor to execute an Agreement to Maintain a Non-Conforming Billboard with Lamar Advantage Holding Company.

I.2 Consider a resolution authorizing the Mayor to execute an Agreement with Certified Arbor Care, Inc. for tree pruning and removal services.

I.3 Consider a resolution authorizing the Mayor to execute an agreement with Bartlett Tree Experts for tree pruning and removal services.

I.4 Consider a resolution authorizing the Mayor to execute a Quantity Adjustment/Change Order No. 2 with Patin Construction, LLC for the Heritage Trail West Project.

I.5 Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Waeltz & Prete, Inc. for the Old Settlers Park - Lakeview Area Project.

I.6 Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Old Settlers Park - Lakeview Area Project.

I.7 Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Two Million Gallon Reuse Water Ground Storage Tank Project.

I.8 Consider a resolution determining that TanksCo Inc, provides the best value for the City for the Barton Hill Elevated Tank and McNeil Ground Storage Tank Recoating Project and authorizing the Mayor to execute a Standard Form of Agreement.

I.9 Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Freese and Nichols, Inc for the Southeast Area 1 - Flood Mitigation Alternatives Analysis Project.

I.10 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Plummer and Associates, Inc. for the BCRWWS East Wastewater Treatment Plant Tertiary Filters Project.

I.11 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Alan Plummer Associates, Inc. for the BCRWWS East Wastewater Treatment Plant Expansion (Construction Phase Services) Project.

I.12 Consider a resolution authorizing the City Manager to issue a Purchase Order to Palomar Modular Buildings LLC for a modular office building.

I.13 Consider authorizing the Mayor to execute a resolution setting a public hearing date to consider land use assumption and capital improvement plans for setting updated water and wastewater impact fees.

I.14 Consider authorizing the Mayor to execute a resolution setting a public hearing date to consider land use assumption and capital improvement plans for roadway impact fees.

I.15 Consider a resolution authorizing the Mayor to execute three Possession and Use Agreements with Nelson Homestead Family Partnership, Ltd. for 27.691 acres required to construct CR 112 roadway improvements.

I.16 Consider a resolution authorizing the Mayor to execute a Utility Relocation Agreement with Manville Water Supply Corporation for the relocation of water system improvements for the Gattis School Segment 6 Project.

I.17 Consider a resolution authorizing the Mayor to execute a contract with DigDug Construction, LLC for the Kenney Fort/Joe DiMaggio/Brushy Creek Landscape Enhancements Project.

I.18 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Kimley-Horn and Associates for the Harrell Parkway Reconstruction Project.

I.19 Consider a resolution authorizing the Mayor to execute a First Amendment to the Interlocal Agreement with Capital Metropolitan Transportation Authority for transit services.

I.20 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.077 acre parcel from property owned by Sheree Michele Rodriguez and Estefan Jacob Rodriguez required for the Red Bud South Project.

I.21 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.101 acre parcel from property owned by John W. and Janea C. Pabst required for the Red Bud South Project.

I.22 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.164 acre parcel from property owned by Jeannie M. McCulloch required for the Red Bud South Project.

I.23 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.096 acre parcel from property owned by Ronald R. and Susan L. Woytek required for the Red Bud South Project.

I.24 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.077 acre parcel from property owned by Gale and Zahir Bacchus required for the Red Bud South Project.

I.25 Consider a resolution authorizing the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of $200,000.

J. ORDINANCES:

J.1 Consider public testimony regarding, and an ordinance adopting the FY 2023-2024 Annual Budget for the City of Round Rock. (Second Reading)

J.2 Consider public testimony regarding, and an ordinance adopting the 2023 Property Tax Rate for the City of Round Rock. (Second Reading)

J.3 Consider ratifying the property tax increase reflected in the FY 2023-2024 Budget.

K. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

L. EXECUTIVE SESSION:

L.1 Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 16 Brenda Lane, Round Rock, Texas.

M. ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:
§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 8th day of September 2023] at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/
Meagan Spinks, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming September 16, 2023 as "Fiesta Amistad Day" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-23-0819

City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming September 15, 2023 to October 15, 2023 as "Hispanic Heritage Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-23-0840

City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation and department update from Sports Management and Tourism.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Chad McKenzie

Cost:

Indexes:

Attachments:

Department: Sports Management & Tourism

Text of Legislative File TMP-23-0820

City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the August 24, 2023 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Meagan Spinks, City Clerk

Cost:

Indexes:

Attachments: 08242023 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-23-0818

City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, August 24, 2023

A. CALL MEETING TO ORDER

The Round Rock City Council met in Regular Session on August 24, 2023 in the Council Chambers, located at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

B. ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Matthew Baker
Council Member Michelle Ly
Council Member Rene Flores
Council Member Frank Ortega
Council Member Kristin Stevens
Council Member Hilda Montgomery

Absent: 0

C. PLEDGES OF ALLEGIANCE

Mayor Morgan led the following Pledges of Allegiance: United States and Texas

D. CITIZEN COMMUNICATION

Howard Little spoke to the Mayor and Council regarding policy changes.

E. PROCLAMATIONS:

E.1 Consider proclaiming September 2023 as "Childhood Cancer Awareness Month" in the City of Round Rock.

F. CONSENT AGENDA:

All items listed on the Consent Agenda were enacted by one motion. There was no separate discussion on these items and no items were removed from the Consent Agenda.

A motion was made by Council Member Ortega seconded by Council Member Montgomery to approve the Consent Agenda. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

F.1 Consider approval of the minutes for the July 27, August 9 and August 10, 2023 City Council retreats and the July 27 and August 10, 2023 Regular City Council meetings.

This item was approved under the consent agenda.

F.2 Consider an ordinance amending Chapter 14, Article VI, Code of Ordinances (2018 Edition), regarding inspection of stormwater structural controls. (Second Reading)

This item was approved under the consent agenda.

G. PUBLIC HEARINGS:

G.1 Consider public testimony regarding the annexation of a 6.52 acre portion of CR-118.

Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.

H. RESOLUTIONS:

H.1 Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2018 Edition) related to subdivision and zoning fees.

Brad Wiseman, Planning and Development Director made the presentation.

A motion was made by Mayor Pro-Tem Baker, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.2 Consider a resolution authorizing the Mayor to execute an Agreement to Terminate Economic Development Program Agreement with Crow Group Series, LLC and all related documents.

Council Member Kristin Stevens abstained due to a conflict of interest.

Stephanie Sandre, City Attorney made the presentation.

A motion was made by Council Member Flores, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 6 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

Abstains: 1 - Council Member Stevens

H.3 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with LJA Engineering for the Red Bud Lane South Project.

Gary Hudder, Transportation Director made the presentation.

A motion was made by Council Member Ortega, seconded by Council Member Stevens, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.4 Consider a resolution authorizing the City Manager to issue a Purchase Order to Mickie Service Company, Inc for an emergency line stop for the west transmission line.

Michael Thane, Utilities & Environmental Services Director made the presentation.

A motion was made by Mayor Pro-Tem Baker, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.5 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Kimley-Horn and Associates, Inc. for the Kenney Fort 24-inch Reuse Line Extension Project.

Michael Thane, Utilities & Environmental Services Director made the presentation.

A motion was made by Council Member Flores, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.6 Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Interlocal Agreement for Emergency Water Supply with Williamson County Water, Sewer, Irrigation and Drainage District No.3.

Michael Thane, Utilities & Environmental Services Director made the presentation.

A motion was made by Mayor Pro-Tem Baker, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.7 Consider a resolution authorizing the Mayor to execute a Second Amendment to the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System.

Michael Thane, Utilities & Environmental Services Director made the presentation.

A motion was made by Council Member Ortega, seconded by Council Member Ly, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.8 Consider a resolution authorizing Brushy Creek Regional Utility Authority (BCRUA) to approve a Contract with Thalle Construction Company, Inc. for the BCRUA Underwater Pipeline Improvements Project.

Michael Thane, Utilities & Environmental Services Director made the presentation.

A motion was made by Council Member Flores, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.9 Consider a resolution approving and authorizing the Brushy Creek Regional Utility Authority to execute the Financing Agreement with the Texas Water Development Board related to the issuance of contract revenue bonds.

Susan Morgan, CFO made the presentation.

A motion was made by Council Member Ortega, seconded by Mayor Pro-Tem Baker, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.10 Consider a resolution approving and adopting Financial Policies related to the Budget for FY 2023-24.

Susan Morgan, CFO made the presentation.

A motion was made by Council Member Flores, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

I. ORDINANCES:

I.1 Consider public testimony regarding, and an ordinance adopting the FY 2023-2024 Annual Budget for the City of Round Rock. (First Reading)(Requires Two Readings)

Susan Morgan, CFO made the presentation.

Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.

A motion was made by Council Member Ortega, seconded by Council Member Montgomery, to approve the first reading the Ordinance. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

I.2 Consider public testimony regarding, and an ordinance adopting the 2023 Property Tax Rate for the City of Round Rock. (First Reading) (Requires Two Readings)

Susan Morgan, CFO made the presentation.

Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.

A motion was made by Mayor Pro-Tem Baker, seconded by Council Member Ly, to approve the first reading the Ordinance. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

J. APPOINTMENTS:

J.1 Consider the Council's approval of the Mayor's appointments of the President, Vice President, and Secretary of the Round Rock Transportation and Economic Development Corporation.

A motion was made by Mayor Morgan, to appoint Rene Flores as President, Ryan Therrell as Vice President, and Rick Villarreal as Secretary, the motion was seconded by Mayor Pro-Tem Baker. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baker
Council Member Ly
Council Member Flores
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

K. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

L. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:12 pm.

Respectfully submitted by:

Davetta Edwards, Deputy City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Casco Industries, Inc. for the purchase of public safety and firehouse supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Shane Glaiser, Fire Chief

Cost: $650,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Award Memo, Form 1295

Department: Fire Department

Text of Legislative File 2023-259

This contract is with CASCO Industries for the purchase of firefighting equipment such as bunker gear, wildland gear, fire hose, and other related equipment. If approved, this contract has a not to exceed amount of $650,000 and is will expire on March 31, 2026.

Cost: $650,000.00 (not to exceed)
Source of Funds: General Fund

RESOLUTION NO. R-2023-259

WHEREAS, the City of Round Rock ("City") desires to purchase public safety and firehouse supplies and equipment; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Buy Board Cooperative Purchasing Program ("Buy Board") is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of Buy Board; and

WHEREAS, Casco Industries, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Casco Industries, Inc. through Buy Board Contract No. 698-23, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Public Safety and Firehouse Supplies and Equipment with Casco Industries, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT "A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT WITH CASCO INDUSTRIES, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement is for the purchase of public safety and firehouse supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the _____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and CASCO INDUSTRIES, INC., whose offices are located at 607 West 62nd Street, Shreveport, Louisiana 71108, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase public safety and firehouse supplies and equipment, and City desires to obtain said goods from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 698-23; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Goods** mean the specified supplies, materials, commodities, or equipment.

E. **Vendor** means Casco Industries, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. This Agreement shall expire on March 31, 2026.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00)** for the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;

2. Purchase Order Number;

3. Description and quantity of items received; and

4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr insurance 07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Trish DeLa Torre, Fire Logistics officer
203 Commerce Boulevard
Round Rock, TX 78665
(512) 529-7012
tdelatorre@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event the City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected provision of goods and/or services. The City shall be responsible only for amounts due and owing up to the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies.

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

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision 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 this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

15.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

16.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Casco Industries, Inc.
607 West 62 Street
Shreveport, Louisiana 71108

Notice to City:

City Manager		Stephanie L. Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

17.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

19.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

20.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

21.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Casco Industries, Inc.

By: _____
Printed Name: Chancy Bizzell
Title: Central Texas Sales Rep
Date Signed: 6/26/23

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

1 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Firearms and Ammunition.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Tactical Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Night Sticks and Batons.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MSA Price List

9 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nightstick Public Safety

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Flashlights, Batteries, and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight Fire pricelist

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Flashlights, Batteries, and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FoxFury Lighting Solutions

10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Genesis Rescue Systems

13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Handcuffs and Restraints.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Scopes and Binoculars.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lion Apparel Station Wear PL

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 16%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Propper International PL

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VFC Workwear Workrite PL

Alternate 3

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CrewBoss PPE PL

20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Weather Monitoring Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

NRS Rescue Price List

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rescue Tech1 Price List

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PMI Rope Price list

Alternate 3

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

True North Gear

24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Black Diamond Protective Equip

Alternate 1

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Life Liners by Stanfields FR

Alternate 2

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Genesis Rescue Systems

Alternate 3

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OHD Global QuantiFit2 PL

Alternate 4

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Circul-Air-Corp. International

Alternate 5

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tempest Leader Fire Equipment

Alternate 6

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ramfan Euramco Safety Inc. PL

Alternate 7

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 11%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Groves Ready Rack Incorporated

Alternate 8

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Husky Portable Containment PL

Alternate 9

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

C&S Supply Inc. Price List

Alternate 10

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kocheck Company Price List

Alternate 11

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Super Vac Price List

Alternate 12

Section I: Public Safety Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Public Safety Products and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Milnor Gear Guardian Equipment

29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight Fire pricelist

30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

31

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Breathing Apparatus.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MSA Price List

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Breathing Apparatus. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bauer Compressors, Inc. PL

32

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MSA Price List

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Globe Footgear Price List

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 31%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Veridian FPG Glove Price List

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire Craft Safety Products

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TechTrade Pro Tec 8 Price List

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Shelby Specialty Gloves PL

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PGI, Inc. Price List

Alternate 7

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Majestic Fire Apparel Hoods

Alternate 8

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lion Thorogood Fire Boot

Alternate 9

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Life Liners by StanfieldsFR

Alternate 10

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard Wildfire Helmets PL

Alternate 11

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Vanguard Safety Wear

33

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Turnout Gear.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Globe Gear Athletix Price List

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Turnout Gear. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Globe Gear Price List

34

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Nomex Station Uniforms.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lion Bodyguard Stationwear

35

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Communication Devices and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Firecom by Sonetics PL

36

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lightning X Products, Inc.

37

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Portable Lighting Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 45%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight Inc. Fire PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Portable Lighting Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nightstick/Bayco Corp PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Portable Lighting Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Akron Brass Company PL

38

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FRC / Safe Fleet Brand PL

39

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Genesis Rescue Systems

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Council Tool Company PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flamefighter by SPC Brass Co

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nupla Tools Price List

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Zico Ziamatic Corp. PL

40

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lion Stationwear Bodyguard PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Propper International PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

VFC Workwear Workrite PL

41 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MSA Mine Safety Appliance PL

42

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

North American Firehose Corp.

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bulldog Hose Company PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Snap-Tite / All American Hose

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kuriyama Of America PL

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Akron Brass Company / Idex F&S

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Elkhart Brass / Safe Fleet PL

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Crestar Firefighting Equipment

Alternate 7

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 40%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Harrington Inc. LDH Systems

Alternate 8

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kochek Company LLC PL

Alternate 9

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

North American Fire Hose Corp

Alternate 10

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire Hose Nozzles Direct

43

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 52%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Chemguard Chemical JCI PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Verde Microblaze Price List

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

National Foam Price List

44

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rice Hydro Inc. PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Fire Hose Hydrostatic Testing Services. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Akron Brass Company / Idex F&S

45

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BlastMask Price List

46

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

47

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 35%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Council Tool Company PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bauer Compressors, Inc. PL

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CET Portable Pump PL

Alternate 3

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ram'd Air Gear Dryer Dealer PL

Alternate 4

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Hale Portable Pumps Idex F&S

Alternate 5

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

S C Products Price List

Alternate 6

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CMC Pro Price List

48

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bauer Compressor Parts PL

Alternate 1

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MSA Price List

Alternate 2

Section II: Firehouse Supplies and Equipment
Discount (%) off catalog/pricelist for Firehouse Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Hale Parts Portable Price List

49

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

50

Section III: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

51	**Section III: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

Response Total: $190.00

ROUND ROCK TEXAS
PURCHASING DIVISION

Award Recommendation

To: Marilyn Jackson
Contract Management

From: Shane Glaiser
Fire Chief, Fire Department

Date: April 4, 2023
Re: Public Safety and Firehouse Supplies and Equipment provided by Casco Industries, Inc. on BuyBoard 698-23

This award recommendation is for the City of Round Rock – Fire Department to establish a contract with Casco Industries, Inc. for the public safety and firehouse supplies and equipment needed to support City operations.

This contract was established through a competitively solicited cooperative process.

Awarded Vendor: **Casco Industries, Inc.**
607 W. 62nd Street
Shreveport, LA 71106

Contract Term: **Contract will expire 3/31/2026**

Contract Amount: **Total amount not to exceed $650,000**

Approvals:

Shane Glaiser
Shane Glaiser (Apr 12, 2023 15:05 CDT)
Signed Name

04/12/2023
Date:

Printed Name: Shane Glaiser
Fire Chief, Fire Department

Purchasing Review

David Carter (Apr 6, 2023 11:55 CDT)
Signed Name

04/06/2023
Date:

CK

Printed Name: David Carter
Purchasing Manager, Finance

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1043576

Date Filed:
07/10/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CASCO INDUSTRIES, INC.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
00000
Public Safety and Firehouse Supplies and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Chancy Bizzell, and my date of birth is [redacted].

My address is 705 S 8th (street), LaPorte (city), TX (state), 77571 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 10 day of July (month), 2023 (year).

Chancy Bizzell

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1043576

Date Filed:
07/10/2023

Date Acknowledged:
08/01/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CASCO INDUSTRIES, INC.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

00000
Public Safety and Firehouse Supplies and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an agreement with Progressive Commercial Aquatics, Inc. for the purchase of swimming pool chemicals, supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: $900,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-265

This council item asking for authorization to execute a contract through May 31, 2026 with Progressive Commercial Aquatics, Inc., not to exceed $900,0000, to allow the PARD Aquatics Division to purchase essential chemicals and pump room/attraction supplies to operate the City's Aquatics venues: Rock'N River Water Park, Micki Krebsbach Pool, Lake Creek Pool, Clay Madsen Recreation Center Pool, and the Prete Plaza fountain, utilizing the existing Buy Board Contract #613-20.

Cost: $900,000
Source of Funds: General Fund

RESOLUTION NO. R-2023-265

WHEREAS, the City of Round Rock ("City") desires to purchase certain goods, specifically swimming pool chemicals, supplies and equipment, and related goods; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Buy Board Cooperative Purchasing Program ("Buy Board") is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of Buy Board; and

WHEREAS, Progressive Commercial Aquatics, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Progressive Commercial Aquatics, Inc. through Buy Board Contract No. 701-23, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF SWIMMING POOL CHEMICALS, SUPPLIES AND EQUIPMENT WITH PROGRESSIVE COMMERCIAL AQUATICS, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for the purchase of swimming pool chemicals, supplies and equipment, and for related goods (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2023 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **PROGRESSIVE COMMERCIAL AQUATICS, INC.**, whose offices are located at 2510 Farrell Road, Houston, Texas 77073 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically swimming pool chemicals, supplies and equipment; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 701-23; and

WHEREAS, City desires to purchase said goods from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Progressive Commercial Aquatics, Inc., its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate May 31, 2026.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement

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4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Nine Hundred Thousand and No/100 Dollars ($900,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received; and

D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made

by City in the event:

A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Rick Atkins
Parks and Recreation Director
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3344
ratkins@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall

discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of

at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has 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 this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Progressive Commercial Aquatics, Inc.
2510 Farrell Road
Houston, TX 77073

Notice to City:

City Manager		Stephanie L. Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW, ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor 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 as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Progressive Commercial Aquatics, Inc.

By: _____
Printed Name: RUSSELL LETO
Title: PRESIDENT / CEO
Date Signed: 8/4/2023

148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*

149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Chemicals.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PPG Accutab blue pricelist

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Acid Rite Pricing

Alternate 2

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Chemical pricelist

2 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Chemical Feed Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Accutab Feeder Pricing

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Chemical Feed Systems. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Acid Rite Feeder Pricing

Alternate 2

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Chemical Feed Systems. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Chemical Feed Pumps

Alternate 3

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Chemical Feed Systems. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Chemtrol

3 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Mechanical Equipment** (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Neptune-Benson/ETS

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Prominent

Alternate 2

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

H2Flow

Alternate 3

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Aquionics

Alternate 4

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lochinvar

Alternate 5

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Waterco

4 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Water Testing Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PPG Accu-tab

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Water Testing Products. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Chemtrol

5 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Automatic Cleaning Equipment** (Vacuums and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Manual Vaccum

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Automatic Cleaning Equipment (Vacuums and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Maytronics

6 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Underwater Lights and Electrical Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Lighting

7 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Main Drains, Fittings, and Skimmers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Paddock

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Main Drains, Fittings, and Skimmers. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 4%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rain Drop

8 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Coatings and Compounds.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Plaster pricing

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Coatings and Compounds. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 6%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PCA Spray Deck Pricing

9 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Swimming Pool Covers and Storage Reels.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spectrum

10

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Furniture and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Aqua Creek

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Furniture and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spectrum

1
1

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Ladders, Rails, Slides, and Diving Boards.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spectrum

1
2

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Life Jackets.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Neptune-Benson/ETS

Alternate 1

Section I: Equipment, Products, and Supplies
Discount (%) off catalog/pricelist for Swimming Pool Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Aquionics

14

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Related Swimming Pool Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

WJN/NinjaCross

15 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Maintenance Services** (vendor shall submit a maintenance rate/price sheet for monthly, quarterly, and/or yearly service) **of Swimming Pool Equipment, Products, and Supplies**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $170.00 Total: $170.00

17 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Swimming Pool Coatings and Compounds - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $170.00 Total: $170.00

Response Total: $340.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1055920

Date Filed:
08/04/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Progressive Commercial Aquatics, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
purchase of swimming pool chemicals, supplies and equipment and for related goods

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Russell Leto, and my date of birth is [redacted].

My address is 2510 Farrell Rd (street), Houston (city), TX (state), 77073 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 4th day of Aug (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1055920

Date Filed:
08/04/2023

Date Acknowledged:
08/17/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Progressive Commercial Aquatics, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
purchase of swimming pool chemicals, supplies and equipment and for related goods

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Joint and Cooperative Purchasing with the City of Liberty Hill.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance

Text of Legislative File 2023-263

Texas Government Code Chapter 791 allows local governments to enter into Interlocal Agreements to increase efficiency and effectiveness of local programs. In June 2023, the City of Liberty Hill approached the City of Round Rock requesting this cooperative agreement. The purpose of the agreement is to provide both the City of Round Rock and the City of Liberty Hill the authority to appoint the other party as its purchasing agent for the purchase of goods and services. The use of purchasing cooperatives can provide for efficient discount pricing and expedited placement of orders.

This agreement is very similar to other cooperatives that the City currently uses with other cities and local government, including agreements with the cities of Cedar Park, Georgetown, Leander and Austin.

This contract is evergreen with no expiration date. Staff recommends approval of this item and is available for any questions.

RESOLUTION NO. R-2023-263

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with the City of Liberty Hill for the purpose of participating in joint and cooperative purchasing, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement with the City of Liberty Hill, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE PURCHASING BY AND BETWEEN THE CITY OF ROUND ROCK AND CITY OF LIBERTY HILL

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, and the City of Liberty Hill, Texas (hereinafter referred to as the "Local Governments"), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

ARTICLE II
TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III
TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

ARTICLE IV
PURCHASING

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

ARTICLE V
PARTICIPATION

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the

solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI
CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII
FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[Signatures on the following page.]

EXECUTED on this the _____ day of the month of _____, 2023.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date Signed: _____

Address for Notice:
221 East Main Street
Round Rock, Texas 78664

ATTEST:

By: _____
City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED on this the 27th day of the month of July, 2023.

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date Signed: 7-27-23

Address for Notice:
926 Loop 332
Liberty Hill, Texas 78642

ATTEST:

By: _____
City Secretary

CITY OF LIBERTY HILL INCORPORATED 1999

City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute Supplement Agreement No. 1 to "City of Round Rock Agreement for Professional Consulting Services Related to Investment Advisory Services with Valley View Consulting, L.L.C."

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Susan Morgan, CFO

Cost: $450,000.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A, Form 1295

Department: Finance

Text of Legislative File 2023-264

Consider a resolution authorizing the Mayor to execute an Agreement for Investment Advisory Services with Valley View Consulting, LLC.

The City's investment program and technical expertise has been greatly enhanced by the use of investment advisory consulting services. The investment advisor has brought additional experience in the monitoring and placement of investments and more diversification of the portfolio while maintaining safety and liquidity of the portfolio as required by the City's Investment Policy and the Public Funds Invest Act (PFIA), the state law governing local government investments.

The City has been using Valley View Consulting LLC since September 2015, the last time we solicited bids for investment advisory services. We are extremely happy with the services provided and their responsiveness to our needs. We would like to continue our relationship with Valley View. This new Agreement was established through a professional services process and has been exempted from competition as prescribed in Texas Local Government Code 252.022. This is a two-year agreement with one (1), two-year renewal. The annual cost of the contract is $75,000 per year with no increase in pricing since 2015. Under the PFIA, contract terms are limited to two years and will require Council approval for each extension.

The City's cash and investment portfolio currently averages $560 million, including bond proceeds. Valley

View will work as an extension of City staff to manage the daily and long-term needs of that portfolio; provide required reporting; evaluate best practices; make recommended updates to the current investment policy; and assist staff in assessing programs and processes including evaluating proposals for the City's depository banking services agreement when it comes due for renewal in 2026/27.

Cost: $150,000
Source of Funds: ***General Fund***

RESOLUTION NO. R-2023-264

WHEREAS, the City of Round Rock ("City") has previously entered into a "City of Round Rock Agreement for Professional Consulting Services Related to Investment Advisory Services with Valley View Consulting, L.L.C." ("Agreement"); and

WHEREAS, City and Valley View Consulting, L.L.C. desire to extend the term of the Agreement for the first of two (2) allowable consecutive twenty-four (24) month renewal terms; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 1 with Valley View Consulting, L.L.C., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to "City of Round Rock Agreement for Professional Consulting Services Related to Investment Advisory Services with Valley View Consulting, L.L.C.," a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES
RELATED TO INVESTMENT ADVISORY SERVICES
WITH
VALLEY VIEW CONSULTING, L.L.C."

CITY OF ROUND ROCK	§	
	§	
STATE OF TEXAS	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF TRAVIS	§	
COUNTY OF WILLIAMSON	§	

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Professional Consulting Services Related to Investment Advisory Services with Valley View Consulting, L.L.C.," hereinafter called "Supplemental Agreement No. 1," is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 hereinafter called the "City," and VALLEY VIEW CONSULTING, L.L.C., with offices located at 2428 Carters Mill Road, Huddleston, Virginia 24104, hereinafter called the "Consultant."

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Professional Consulting Services Related to Investment Advisory Services," hereinafter called the "Agreement," by Resolution No. R-2021-247; and

WHEREAS, pursuant to Section 1.01 of the Agreement, the initial term of the Agreement was for twenty-four (24) months from the effective date thereof with two (2) allowable successive twenty-four (24) month renewal periods; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement for the first of two (2) allowable consecutive twenty-four (24) month renewal terms; and

WHEREAS, the new renewal term shall become effective as of September 9, 2023, upon execution of this Supplemental Agreement No. 1; and

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Consultant agree as follows:

I.

Pursuant to Section 1.01 of the Agreement, the term of the Agreement is renewed for the first allowable twenty-four (24) month renewal period. The twenty-four (24) month renewal term shall commence upon expiration of the initial term of the Agreement.

II.

This Supplemental Agreement No. 1 embodies the first of two (2) allowable twenty-four (24) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

VALLEY VIEW CONSULTING, L.L.C.

By: Richard G. Long Jr.
Printed Name: RICHARD G. LONG, JR
Title: MANAGER
Date Signed: _____

ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1063919

Date Filed:
08/24/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley View Consulting, L.L.C.
Huddleston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
0000
Investment Advisory Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Long, Jr. , Richard	Huddleston, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julie S. Gerhardt, and my date of birth is [redacted].

My address is 2205 Woodcrest Drive (street), Lynchburg (city), VA (state), 24503 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lynchburg (City) County, State of Virginia, on the 24 day of Aug (month), 2023 (year).

J Gerhardt

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1063919

Date Filed:
08/24/2023

Date Acknowledged:
09/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valley View Consulting, L.L.C.
Huddleston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0000
Investment Advisory Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Long, Jr. , Richard	Huddleston, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Iteris, Inc. for the purchase of traffic control products, supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost: $2,000,000.00

Indexes: General Fund; RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A

Department: Transportation

Text of Legislative File 2023-279

This contract will allow the Transportation Department to purchase highway safety traffic control products from **Iteris, Inc**. to upgrade and replace as needed; in support of City Traffic Signal Operations - in accordance with BuyBoard Contract NO. 695-23. This contract is a three year contract and not-to-exceed $2,000,000.

Cost: $2,000,000.00

Source of Funds: ***General Fund and RR Transportation and Economic Development Corporation***

RESOLUTION NO. R-2023-279

WHEREAS, the City of Round Rock ("City") desires to purchase traffic light and signal supplies and equipment; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Buy Board Cooperative Purchasing Program ("Buy Board") is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of Buy Board; and

WHEREAS, Iteris, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Iteris, Inc through Buy Board Contract No. 695-23, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Traffic Light and Signal Supplies and Equipment with Iteris, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF TRAFFIC LIGHT AND SIGNAL SUPPLIES AND EQUIPMENT WITH ITERIS, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement is for the purchase of traffic light and signal supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the _____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 E. Main St, Round Rock, Texas 78664, referred to herein as the "City," and ITERIS, INC., whose offices are located at 1250 Capital of Texas Highway, Building 1, Suite 330, Austin, Texas 78746, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase traffic light and signal supplies and equipment; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #695-23; and

WHEREAS, City desires to purchase certain goods from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Goods** mean the specified supplies, materials, commodities, or equipment.

E. **Vendor** means Iteris, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. This Agreement shall expire on May 31, 2026.

3.0 SCOPE OF WORK

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Two Million and No/100 Dollars ($2,000,000.00)** for the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;

2. Purchase Order Number;

3. Description and quantity of items received; and

4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr insurance 07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Clay Ericson, Assistant Superintendent
Transportation Department
3400 Sunrise Road
Round Rock, TX 78665
(512) 341-3185
cericson@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected services and will schedule the removal of the affected equipment. The City will be responsible only for amounts due and owing for the terminated affected services and affected equipment up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or 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 this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision 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 this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

15.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

16.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Iteris, Inc.
1250 Capital of Texas Highway
Building 1, Suite 330
Austin, Texas 78746

Notice to City:

City Manager		Stephanie L. Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

19.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

20.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

21.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Iteris, Inc.

By: _____
Printed Name: Mark Nogaki
Title: Senior Vice President
Date Signed: _____

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit "A"

1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (512)592-9567
email: jgd@iteris.com, web site: www.iteris.com

Iteris, Inc. 1700 Carnegie Ave, Suite 100, Santa Ana, CA 92705-5551	

Agency:	BUY BOARD
Project Name:	695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
TS2-16-GROUNDMOUNT(TXDOT)	TXDOT NEMA TS2 16 POSITION GROUND MOUNT CONTROLLER CABINET WITH SIEMENS CONTROLLER	1	$18,750.00	$16,875.00
TS2-12-POLEMOUNT(TXDOT)	TXDOT NEMA TS2 12 POSITION POLE MOUNT CABINET WITH SIEMENS CONTROLLER	1	$17,986.67	$16,188.00
TS2-16-GROUNDMOUNT(AB)	TXDOT NEMA TS2 16 POSITION GROUND MOUNT CONTROLLER CABINET WITH SIEMENS CONTROLLER (BACKPANEL BACK DOOR, AC RAIL, FINGER GUARDS)	1	$19,305.56	$17,375.00
TS2-16-GROUNDMOUNT(RENO LOAD)	TXDOT NEMA TS2 16 POSITION GROUND MOUNT CONTROLLER CABINET WITH SIEMENS CONTROLLER WITH RENE LOAD SWITCHES	1	$19,027.78	$17,125.00
CAB904-2020-493	CAB:EL708-002-01,TF5112TTX13,BA/WH/WH (M-Stretch)	1	$16,388.89	$14,750.00
CAB433-0515-413	CAB, TS1,4016,CTX01,712-004,PT15/PLUGIN _(Car)	1	$16,444.44	$14,800.00
8132-0000-XXX	M60 NEMA LINUX CONTROLLER	1	$2,733.33	$2,460.00
8134-4604-SSS	M62 ATC Cabinet Ready Controller	1	$4,777.78	$4,300.00
8134-4600-SSS	M62 ATC LITE Cabinet Ready Controller	1	$4,222.22	$3,800.00
TACTICS 30	TACTICS CENTRAL 1-30	1	$41,861.11	$37,675.00
TACTICS 50	TACTICS CENTRAL 1-50	1	$83,716.67	$75,345.00
TACTICS 100	TACTICS CENTRAL 1-100	1	$108,833.33	$97,950.00
TACTICS-VIEW	UPLOAD/DOWNLOAD	1	$2,666.67	$2,400.00
TACTICS ENTERPRISE	TACTICS CENTRAL 1-400	1	$138,888.89	$125,000.00
360 SOFTWARE SERVCIES-30	360 SOFTWARE SERVICES 1-30 INTERSECTIONS	1	$7,516.67	$6,765.00
360 SOFTWARE SERVICES-50	360 SOFTWARE SERVICES 1-50 INTERSECTIONS	1	$15,877.78	$14,290.00
360 SOFTWARE SERVICES-100	360 SOFTWARE SERVICES 1-100 INTERSECTIONS	1	$21,827.78	$19,645.00
360 SOFTWARE SERVICES-200	360 SOFTWARE SERVICES 1-200	1	$33,733.33	$30,360.00
360 SOFTWARE SERVICES-300	360 SOFTWARE SERVICES 1-300	1	$45,666.67	$41,100.00
360 SOFTWARE SERVICES-400	360 SOFTWARE SERVICES 1-400	1	$57,550.00	$51,795.00
ISOCBL-1000	Composite 8281 Coax, 16 AWG Power Cable, 1,000 foot Roll	1	$2,000.00	$1,900.00

1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (512)592-9567
email: jgd@iteris.com, web site: www.iteris.com

Iteris, Inc. 1700 Carnegie Ave, Suite 100, Santa Ana, CA 92705-5551	iteris VantagePegasus SIEMENS EAGLE 

Agency:	BUY BOARD
Project Name:	695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
TRAINING	Iteris-Training(MinQty-1)-Detection System, Vehicle, Training for Installation, Set-Up, and Operations of a VIVDS Intersection, Iteris Part No. Iteris Training	1	$1,333.33	$1,200.00
INSTALLATION/INTEGRATION	Traffic Signal Installation and Integration Assistance by Factory Trained Personnel (per day)	1	$1,333.33	$1,200.00
CONTROLLER REPAIR	Traffic Signal Controller Repair by Factory Trained Personnel	1	$1,555.56	$1,400.00
REPAIR	Flat Rate Charge for Repairs to VIVDS Cameras and/or Processors, Iteris Part No. Edge/Camera RepairVideo Imaging Video Detection System (VIVDS)	1	$650.00	$585.00
TURNONKIT	ITERIS TOOL KIT, STRIPPER, CRIMPER, INSERTION/EXTRACTION TOOL, COAX STRIPPER, COAX CRIMPER, CUTTER	1	$450.00	$405.00
AS-0175-74-120-PNC	Camera Bracket, 1-Piece Adjustable Stellar, 74" Tube, 120" Galv Cable, Alum	1	$233.33	$210.00
AS-0175-74-62-PNC	Camera Bracket, 1-Piece Adjustable Stellar, 74" Tube, 62" Galv Cable, Alum	1	$218.89	$197.00
Velocity-SM/ant-sh-bkt	VELOCITY SHELF MOUNT W/ ANT-SH-BKT	1	$3,183.33	$2,865.00
Velocity-RM/ant-sh-bk	VELOCITY RACK MOUNT W/ ANT-SH-BKT	1	$3,405.56	$3,065.00
Velocity-Server	Server, Dell with Host Software, Windows OS	1	$1,888.89	$1,700.00
Deutschconn	12-pin connector with shell (package of 4)	1	$111.11	$100.00
BNCRETRO-PAK	BNC Connector Retrofit Pack of 12 (ea includes, 1 BNC, Rubber Boot, Grease, and Instructions)	1	$75.56	$68.00
SURGEVAN	Video Surge Supressor with one FCABLE	1	$77.78	$70.00
CAMBRKT4	Iteris Side of Pole Universal Mount Camera Bracket	1	$155.56	$140.00
VRAS	Iteris-VRAS(MinQty-1)-Detection System, Vehicle, Central Control Communications Software for Set-Up and Monitoring VIVDS Intersections,	1	$8.89	$8.00
Next-CCU-Pak	Vantage Next CCU unit, 1U, supports up to 2 Next -DVP's, ship kit	1	$3,053.33	$2,748.00
Next-CCU-SM4-TS2-Pak	Vantage Next CCU unit, Shelf Mount with embedded processors (No DVP's needed), ship kit	1	$9,988.89	$8,990.00
Next-DVP-Pak	Vantage Next Dual Video Processor, supports 2 Next-Cam	1	$3,472.22	$3,125.00
Next-Cam-Pak	Vantage Next WDR Camera	1	$1,461.11	$1,315.00
Next-System-4-Pak	4 Cam Vantage Next System, 1U-CCU, 2 Next DVP, 4 Next-Cam-BH, ship kit	1	$15,833.33	$14,250.00
Next-System-4-SM-TS2-Pak	4 Cam Vantage Next System, 1 Shelf Mount CCU with embedded processors (No DVP's needed), 4 Next-Cam, ship kit	1	$15,833.33	$14,250.00
VECTOR-NEXT	VECTOR-NEXT DETECTOR ASSEMBLY	1	$4,444.44	$4,000.00
Rad-CCU-Pak	Vantage Radius CCU unit, 1U, box supports up to 2 Rad-Procs, ship kit	1	$3,053.33	$2,748.00
Rad-Proc	Vantage Radius Dual Processor, supports 2 Rad-Sensor	1	$3,472.22	$3,125.00

1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (512)592-9567
email: jgd@iteris.com, web site: www.iteris.com

Iteris, Inc.
1700 Carnegie Ave, Suite 100,
Santa Ana, CA 92705-5551



Agency:	BUY BOARD
Project Name:	695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
Rad-CCU-SM4-TS2-Pak	Vantage Radius CCU unit, Shelf Mount with embedded processors (No Rad-Procs needed), ship kit	1	$9,877.78	$8,890.00
RAD-CCU-SM2-TS2-PAK	VantageRadius CCU, Shelf-Mount Unit, for TS2 applications. Up to 2 sensors only,	1	$6,715.56	$6,044.00
Rad-Sensor-Pak	Vantage Radius Sensor	1	$2,652.22	$2,387.00
Rad-PL-Sensor-Pak	Vantage Radius PLUS Sensor	1	$3,922.22	$3,530.00
Rad-System-4-Pak	4 Sensor Vantage Radius System, 1U CCU, 2 Rad-Proc, 4 Rad-Sensor-BH, ship kit	1	$20,805.56	$18,725.00
Rad-System-4-SM-TS2-Pak	4 Sensor Vantage Radius System, 1 Shelf Mount CCU with embedded processors (No Rad-Proc needed), 4 Rad-Sens-BH, ship kit	1	$21,527.78	$19,375.00
Next-Rad-DT	Diagnostic tool for Next/Radius	1	$1,177.78	$1,060.00
Mon-8HDMI	8" Color LCD Monitor, 1 composite, 1 HDMI input for use with Next or Radius	1	$216.67	$195.00
Mon-10LCD-SL	10" Color Monitor, Sunlight Viewable, 2 composite, 1 VGA, 1 HDMI input for use with Next or Radius	1	$566.67	$510.00
Cat5E-Shld-Cable	1000' spool UV Resistant Cat 5E Bulk cable for Next/Radius Systems	1	$305.56	$275.00
Cat5E-Shld-Cable-Shireen	Cat5E shielded cable 1,000 ft reel-Shireen	1	$427.78	$385.00
APEX-CAB-INT	Apex Cabinet Interface(CI) with Packout Kit	1	$10,900.00	$9,810.00
APEX-CAM-3W	Apex Camera Sensor - 3 Wire	1	$3,270.00	$2,943.00
APEX-PWR-3W-PAK	Apex Power Injector (PI) - 3 Wire Version	1	$3,027.78	$2,725.00
APEX-VEC-3W	Apex Hybrid Camera/Radar Sensor - 3 wire	1	$5,450.00	$4,905.00
SJOOW-PWR-1000	CABLE, 16-3C TYPE SJOOW, BLACK JACKET, 300V, 90C (1,000 FT)	1	$850.00	$765.00
AS-3009-120-PNC	Radio mounting bracket (requires mast)	1	$138.89	$125.00
SE-0484-74-PNC	Radio mounting mast -10'	1	$72.22	$65.00
CNGE3FE8MS	Ethernet Switch for use with Iteris EdgeConnect, Pegasus or Siemens Controller.Hardened, Managed 11 Port-2x100/1000/2500FX+1.100/1000FX SFP Ports, 8.10/100TX Ports, includes power supply (SFP's not included)	1	$1,477.78	$1,330.00
CNGE8MS	Industrially hardened managed Ethernet switch with (4) 10/100/1000BASE-T(X) + (4) gigabit combo ports. Lifetime Warranty	1	$1,977.78	$1,780.00
CNGE8MS/DIN	8-Port 10/100/1000Mbps Hardened Managed Ethernet Switch (SFP'S not included)	1	$1,983.33	$1,785.00
CNGE20FX4TX16MS	(16) 10/100/1000TX + (4) Configurable 10/100/1000TX / 100/1000FX Ports	1	$2,333.33	$2,100.00
SFP-LX	1000 Mbps Single Mode 1310 1310 10 km -9.5 ≤-20 10.5 2 LC	1	$200.00	$180.00
SFP-6	1000 Mbps Single Mode 1310 1310 15 km -8 ≤-24 16 2 LC	1	$127.78	$115.00

1700 Carnegie Ave. Suite 100
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1700 Carnegie Ave, Suite 100,
Santa Ana, CA 92705-5551



Agency:	BUY BOARD
Project Name:	695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
MP-2000E/BATT CAB	Battery Backup System (BBU), TxDOT Approved	1	$6,294.44	$5,665.00
MP-2000E/BATT CAB-GEN	Battery Backup System (BBU), WITH GEN INPUT	1	$6,944.44	$6,250.00
VP-58AC-IV2	5GHz 802.11AC 300 Mb MIMO Radio with 19db Integrated Antenna, POE and Mount (Gen 2 enclosure)	1	$938.89	$845.00
VP-58AC-IV2-Kit	5GHz 802.11AC 300 Mb MIMO Radio with 19db Integrated Antenna, Radio, POE and Mount, 150'Cat 5E cable (Gen 2 enclosure)	1	$1,011.11	$910.00
VP-58AC-C	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount (Gen 2 enclosure, will require antenna)	1	$1,030.00	$927.00
VP-58AC-C-Kit	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount, 150' Cat 5E cable (Gen 2 enclosure, will require antenna)	1	$1,110.00	$999.00
VP-58ACH-I	5GHz 802.11AC 300 Mb MIMO Radio with 24 db Integrated Antenna, POE and Mount (Gen 1 enclosure)	1	$1,350.00	$1,215.00
VP-58ACH-I-Kit	5GHz 802.11AC 300 Mb MIMO Radio with 24 db Integrated Antenna, Radio, POE and Mount, 150'Cat 5E cable (Gen 1 enclosure)	1	$1,427.78	$1,285.00
VP-58ACH-C	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount (Gen 1 enclosure, will require antenna)	1	$1,188.89	$1,070.00
VP-58ACH-C-Kit	5GHz 802.11AC 300 Mb MIMO Connectorized Radio, POE and Mount, 150' Cat 5E cable (Gen 1 enclosure, will require antenna)	1	$1,267.78	$1,141.00
VP-58ACL-I	5GHz 802.11AC 300 Mb MIMO Radio with 20db Integrated Antenna, POE and Mount (Gen 1 enclosure)	1	$1,188.89	$1,070.00
VP-58ACL-I-Kit	5GHz 802.11AC 300 Mb MIMO Radio with 20db Integrated Antenna, Radio, POE and Mount, 150'Cat 5E cable (Gen 1 enclosure)	1	$1,305.56	$1,175.00
VP-58AC-TP	5GHz 802.11AC 300 Mb MIMO TwistPort Radio, POE and Mount (will require antenna)	1	$1,222.22	$1,100.00
VP-58AC-TP-Kit	5GHz 802.11AC 300 Mb MIMO TwistPort Radio, POE and Mount, 150' Cat 5E cable (will require antenna)	1	$1,305.56	$1,175.00
VP-58AC-TP-V2	5 GHZ 802.11AC 300MB MIMO TWISTPORT RADIO V2	1	$1,377.78	$1,240.00
VP-58AC-TP-V2-KIT	5 GHZ 802.11AC 300MB MIMO TWISTPORT RADIO V2 (COMPLETE KIT)	1	$1,377.78	$1,240.00
AT-21SEVAR-58D	5.8 GHz 21 db ADJ DUAL POL Sector Antenna, Mount, 2X NF CONNECTOR	1	$250.00	$225.00
AT-20SE90-58AS	5.8 GHz 20 db 90 Deg Dual Pol Sector Antenna, Mount, SMA Connector	1	$372.22	$335.00
SH-TP-5-30	5.8 GHz 18 db 30 Deg Dual Pol TwistPort Horn Sector Antenna, Mount	1	$330.00	$297.00
SH-TP-5-60	5.8 GHz 14 db 60 Deg Dual Pol TwistPort Horn Sector Antenna, Mount	1	$285.56	$257.00
SH-TP-5-90	5.8 GHz 14 db 90 Deg Dual Pol TwistPort Horn Sector Antenna, Mount	1	$275.56	$248.00

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Agency: BUY BOARD
Project Name: 695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
AH-TP-5-30	5.8 GHZ 20.5DB 30DEG DUAL POL TWIST PORT HORN SECTOR W/MOUNT	1	$620.00	$558.00
AH-TP-5-60	5.8GHZ 17DB 60 DEG DUAL POL TWIST PORT HORN SECTOR W/MOUNT	1	$620.00	$558.00
AH-TP-5-90	5.8GHZ 16DB 90 DEG DUAL POL TWIST PORT HORN SECTOR W/MOUNT	1	$620.00	$558.00
AT-ULD5-550	5.8 GHz 27 db 550mm Dual Pol TwistPort Dish Antenna, Mount	1	$305.56	$275.00
AT-ULD5-400	5.8 GHz 24 db 400mm Dual Pol TwistPort Dish Antenna, Mount	1	$250.00	$225.00
AT-ULD5-300	5.8 GHz 21 db 300mm Dual Pol TwistPort Dish Antenna, Mount	1	$233.33	$210.00
PE-18VS-G	18 VOUT GIGE POE SUPPLY FOR MUNI UNITS + SURGE	1	$110.00	$99.00
AT-SEAL	OUTDOOR RF WEATHERPROOFING KIT BUTYL TAPE	1	$50.00	$45.00
SBI-SYS-4	SMART CYCLE INDICATOR SYSTEM (4 LIGHT SYSTEM)	1	$2,444.44	$2,200.00
SBI-SYS-3	SMART CYCLE INDICATOR SYSTEM (3 LIGHT SYSTEM)	1	$2,172.22	$1,955.00
SBI-SYS-2	SMART CYCLE INDICATOR SYSTEM (2 LIGHT SYSTEM)	1	$1,900.00	$1,710.00
SBI-SYS-1	SMART CYCLE INDICATOR SYSTEM (1 LIGHT SYSTEM)	1	$1,638.89	$1,475.00
DST-1-MITIGATOR	MAST ARM VIBRATION DAMPER	1	$2,861.11	$2,575.00
JSF-RRFB-SOLAR	SOLAR POWERED RECTANGULAR RAPID FLASHING BEAXON - (ONE SIDE. REQUIRES QTY TWO FOR A PAIR) (DOES NOT INCLUDE POLE OR SIGNS) 011922-1-JGD	1	$3,500.00	$3,150.00
JSF-12" BEACON-SOLAR	12" SINGLE BEACON SOLAR FLASHER (DOES NOT INCLUDE POLE) 011922-1-JGD	1	$2,000.00	$1,800.00
JSF-36" EDGE LIT SIGN-SOLAR	36" 24 HR FLASHER EDGE LIT SIGN (DOES NOT INCLUDE POLE) 011922-1-JGD	1	$2,666.67	$2,400.00
BOSCH-NDP-PTZ / VG5-ITS1080P-30X7	BOSCH NDP PTZ CAMERA	1	$5,000.00	$4,500.00
BOSCH-PTZ-7512/ VG5-ITS108P-30X6	BOSCH TRAFIC PTZ 7512	1	$4,333.33	$3,900.00
BOSCH MIC(SERIES) -ITS	MIC (SERIES) ITS	1	$14,348.89	$12,914.00
BA206	201 SS BAND 3/4" X .030 X 100FT	1	$211.11	$190.00
BU256	3/4" BUCKLES (100 PER BOX)	1	$205.56	$185.00
SLA-5M3700Q	1/1.8" 5MP CMOS WITH A 3.7MM FIXED FOCAL LENS, FOV: H:	1	$277.78	$250.00
PNM-9322VQP	5 CHANNEL 2MP / 5MP X 4 + 2MP 32X PTZ	1	$6,888.89	$6,200.00
PNM-C34404RQPZ	WISENET P SERIES NETWORK VANDAL OUTDOOR MULTIDIRECTIONAL	1	$8,444.44	$7,600.00
SBP-300WMW	WALL MOUNT FOR QNX-80X0R WISENET SWAN GOOSE NECK	1	$87.78	$79.00

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Agency:	BUY BOARD
Project Name:	695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
SBP-156WMW	WALL/POLE MOUNT, MATERIAL : ALUMINUM, COLOR : WHITE,	1	$165.56	$149.00
SBP-300KMW1	CORNER MOUNT ADAPTER (WHITE) USE W/ SBP-	1	$87.78	$79.00
XNP-6550RH	OUTDOOR PTZ 2MP 1080P IP CAM FULL HD, H.265, 60FPS 55X	1	$5,555.56	$5,000.00
XNP-6400RW	2MP 40X IR WIPER PTZ CAMERA TRUE D/N, DUAL SD CARD	1	$4,333.33	$3,900.00
SBP-156HMW	HANWHA TECHWIN | SBP-156HMW Hanging Mount (THREADED ADAPTOR)	1	$72.22	$65.00
HARDENED MINI SERVER	HARDENED MINI SERVER	1	$6,050.00	$5,445.00
HARDENED UNMANAGED ETHERNET SWITCH	HARDENED UNMANAGED ETHERNET SWITCH	1	$905.56	$815.00
TP-DCDC-1218	9-36VDC INPUT, 18 VDC PASSIVE OUTPUT POE	1	$100.00	$90.00
SOLAR GEN 48VDC	SOLAR GEN 48 VDC SYSTEM (CONFIGURABLE) (NO POLE)	1	$10,250.00	$9,225.00
SOLAR GEN 24VDC	SOLAR GEN 24 VDC SYSTEM (CONFIGURABLE) (NO POLE)	1	$9,500.00	$8,550.00
TCS BRITE LITE	BRITE LITE ILSN (CUSTOM)	1	$6,222.22	$5,600.00
TRAFFIC SERVICES	TRAFFIC COUNTS, TIMING, ADJUSTMENTS, ETC SERVICES (PER DAY)	1	$3,000.00	$2,700.00
TCS TEST DISPLAY	CABINET TEST DISPLAY (CONFIGURABLE)	1	$9,000.00	$8,100.00
2x2 Gen3 Planar MX55M-L	2x2 Gen 3 Planar MX55M-L Video Wall (incl 4 Planar 500-nit monitors, 1 4-out video controller, 1 remote pwr supply, power cables, mounting brackets, trim, Matrix G3 Display Test Kit)	1	$40,992.00	$36,892.80
2x1 Gen3 Planar MX55M-L	2x1 Gen 3 Planar MX55M-L Video Wall Monitors (incl 2 Planar 500-nit monitors, 1 4-out video controller, 1 remote pwr supply, power cables, mounting brackets, trim, Matrix G3 Display Test Kit)	1	$29,120.00	$26,208.00
2x2 Planar 25 ft Comm/Video Cable Set	2x2 Planar 25 ft Cable Set (incl 4-25ft CAT6 STP Cables for video and control extension	1	$280.00	$252.00
2x2 Planar 50 ft Comm/Video Cable Set	2x2 Planar 50 ft Cable Set (incl 4-25ft CAT6 STP Cables for video and control extension	1	$352.80	$317.52
2x2 Planar 75 ft Comm/Video Cable Set	2x2 Planar 75 ft Cable Set (incl 4-25ft CAT6 STP Cables for video and control extension	1	$464.80	$418.32
2x2 Planar 100 ft Comm/Video Cable Set	2x2 Planar 100 ft Cable Set (incl 4-25ft CAT6 STP Cables for video and control extension	1	$565.60	$509.04
2x2 Planar 200 ft Comm/Video Cable Set	2x2 Planar 200 ft Cable Set (incl 4-25ft CAT6 STP Cables for video and control extension	1	$728.00	$655.20
2x1 Planar 25 ft Comm/Video Cable Set	2x1 Planar 25 ft Cable Set (incl 2-25ft CAT6 STP Cables for video and control extension	1	$184.80	$166.32
2x1 Planar 50 ft Comm/Video Cable Set	2x1 Planar 50 ft Cable Set (incl 2-25ft CAT6 STP Cables for video and control extension	1	$218.40	$196.56

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Agency:	BUY BOARD
Project Name:	695-23

ITEM #	DESCRIPTION	QTY	CATALOG PRICE	BUY BOARD 695-23 10% DISCOUNTED PRICE
2x1 Planar 75 ft Comm/Video Cable Set	2x1 Planar 75 ft Cable Set (incl 2-25ft CAT6 STP Cables for video and control extension	1	$280.00	$252.00
2x1 Planar 100 ft Comm/Video Cable Set	2x1 Planar 100 ft Cable Set (incl 2-25ft CAT6 STP Cables for video and control extension	1	$324.80	$292.32
2x1 Planar 200 ft Comm/Video Cable Set	2x1 Planar 200 ft Cable Set (incl 2-25ft CAT6 STP Cables for video and control extension	1	$408.80	$367.92
FRU Gen3 MX55M-L Spare	1 Planar MX55M-L LCD Panel w/interface board	1	$8,344.00	$7,509.60
Display Wall PC	1 Rack Mount Display Wall PC (incl CPU, Display Port to DVI Adaptors, Rack Mount Kit)	1	$7,168.00	$6,451.20
HDMI over CAT6 Extender System	HDMI over CAT6 Extender System (incl 2 HDMI Cables, 1-100ft CAT6 Cable, Extender Units	1	$420.00	$378.00
Equipment Rack (18U-22U half rack)	Equipment Rack (18U-22U half rack, w/casters)	1	$1,792.00	$1,612.80
Equipment Rack (42U rack cage)	Equipment Rack (42U rack cage, w/ casters)	1	$2,688.00	$2,419.20
Rack Mount UPS	2000VA Rackmount 2U LCD 120V	1	$2,576.00	$2,318.40
TMC Audio System	5.1 Surround Sound Receiver, Wireless Subwoofer, 5 recessed ceiling mounted speakers, speaker cable	1	$2,688.00	$2,419.20
55" Smart TV w/mounting brackets	Samsung 55" Class QN90A Neo QLED 4K UHD Smart TV w/mounting brackets	1	$2,240.00	$2,016.00
65" Smart TV w/mounting brackets	Samsung 65" Class QN90A Neo QLED 4K UHD Smart TV w/mounting brackets	1	$2,912.00	$2,620.80
75" Smart TV w/mounting brackets	Samsung 75" Class QN90A Neo QLED 4K UHD Smart TV w/mounting brackets	1	$3,808.00	$3,427.20
Ocularis Enterprise Base License Video Mgmt System	OC-ENT-B (Enterprise Base License)	1	$1,456.00	$1,310.40
Ocularis Enterprise Camera License Video Mgmt System	OC-ENT-1C (Enterprise Camera License) (per camera)	1	$280.00	$252.00
Ocularis Option Base Module-Video Wall	OP-VWM-B (Optional for Enterprise, included in Ultimate)	1	$1,456.00	$1,310.40
Ocularis Option Camera Module-Video Wall	OP-VWM-1C (Optional for Enterprise, included in Ultimate) (per camera)	1	$112.00	$100.80
Ocularis Enterprise Base SMA-First Year	OC-ENT-B-SMA-E-I	1	$257.60	$231.84
Ocularis Enterprise Camera SMA-First Year	OC-ENT-1C-SMA-E-I (per camera)	1	$50.40	$45.36
Ocularis Enterprise Base SMA-Enterprise Renewal	OC-ENT-B-SMA-E-R	1	$257.60	$231.84
Ocularis Enterprise Camera SMA-Enterprise Renewal	OC-ENT-1C-SMA-E-R (per camera)	1	$50.40	$45.36
Ocularis Option Base Module-Video Wall SMA-Enterprise Renewal	OP-VWM-B-SMA-E-R	1	$257.60	$231.84
Ocularis Option Camera Module-Video Wall SMA Enterprise Renewal	OP-VWM-1C-SMA-E-R (per camera)	1	$22.40	$20.16
Avigilon ACC 7 Enterprise Camera Channel	ACC7-ENT (per camera)	1	$336.00	$302.40
Avigilon ACC Enterprise Smart Plan, 1 Year	ACC-ENT-SMART-1YR (per camera)	1	$39.20	$35.28
Avigilon ACC Enterprise Smart Plan, 3 Year	ACC-ENT-SMART-3YR (per camera)	1	$78.40	$70.56
Avigilon ACC Enterprise Smart Plan, 5 Year	ACC-ENT-SMART-5YR (per camera)	1	$117.60	$105.84
Video Wall Support Labor (Onsite)	Video Wall installation, testing, training and support by certified Planar staff (per person/per day)	1	$3,024.00	$2,721.60
Video Wall Support Labor (Offsite)	Video Wall offsite video wall support by certified Planar staff (per person/per day)	1	$2,464.00	$2,217.60

1

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems, Supplies, and Equipment**.
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Iteris Catalog

City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Veolia Water Technologies Treatment Solutions USA for the purchase of Aquaray UV Systems.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: $203,795.37

Indexes: Regional Wastewater Operating Fund

Attachments: Resolution, Exhibit A, Exhibit B, Award Recommendation, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-274

The Brushy Creek Regional Wastewater Treatment Plant (WWTP) uses Ultraviolet (UV) Disinfection as part of the wastewater treatment process. The UV System is very important to the treatment plant in meeting our effluent discharge parameters.

Veolia Water Improvements was the company selected for this contract, since they are the sole-source provider of the regional plants and services being purchased pursuant to this agreement.

The WWTP recommends this contract with Veolia Water Technologies Treatment Solutions USA for a total amount not to exceed $203,795.37. These cost are shared by the partner cities in the Brushy Creek Regional WWTP. Term of agreement is through December 31, 2025.

Cost: $203,795.37
Source of Funds: Regional Wastewater Operating Fund

RESOLUTION NO. R-2023-274

WHEREAS, the City of Round Rock ("City") desires to purchase Aquaray UV Systems and parts for water treatment, and related goods and services; and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Veolia Water Technologies Treatment Solutions USA is the sole source provider of the goods and services being purchased, as shown in Exhibit "A," and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with Veolia Water Technologies Treatment Solutions USA to purchase Aquaray UV Systems, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for the Purchase of Aquaray UV Systems with Veolia Water Technologies Treatment Solutions USA, a copy of same being attached hereto as Exhibit "B" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

City of Round Rock Purchasing Justification Form

EXHIBIT "A"

Date:	**May 16, 2023**	**Department Name:**	Utilities and Environmental Services
To:	**Purchasing**	**Requestor Name:**	Michael De Santis
		Phone Number:	512-218-2005

Instructions: Complete this form for all purchases that will exceed $3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase. Please check the criteria listed below that applies to this purchase request:

☒ Sole Source (check one)

☒ Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

☐ Films, manuscripts, or books.

☐ Gas, water, and other utilities.

☐ Captive replacement parts or components for equipment.

☐ Books, papers, and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials.

☐ Goods Purchased for Subsequent Retail Sale

- A procurement of goods being purchased for subsequent resale by the City.

☐ Public Calamity

- A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.

☐ Public Health and Safety

- A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

☐ Unforeseen Damage

- A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ Personal, Professional or Planning Services

- A procurement of personal, professional, or planning services

☐ Other

- Cite the applicable Texas Local Government Code Chapter 252 exemption in the justification box below.

2. Justification: Describe in detail below **why** an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

Aquaray UV Systems are a trademark of Veolia Water Technologies Treatment Solutions USA Inc. and are designed and engineered specifically for the City's treatment application and installation. The components are not sold through distribution networks. The components for the Aquaray UV Systems are designed, engineered, and produced specifically for the City's equipment and application. Veolia Water Technologies Treatment Solutions USA Inc. is the sole source supplier for Aquaray UV Systems and parts.

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name:	Veolia Water Technologies Treatment Solutions USA Inc.
Description:	Aquaray UV Systems

5. Check the purchase type and fill in the dollar amount and purchase term as applicable:

☐ This is a one-time purchase request for $ _____

☒ This is a term contract request for 31 (# months) in the amount of $ 203,795.37

Purchasing Office/ Management Review: David Carter (May 17, 2023 08:00 CDT) — 05/17/2023

Purchaser/Purchasing Management (over $50,000) — Date

Approved by: Michael Thane (May 16, 2023 14:02 CDT) — 05/16/2023

Department Manager, Asst Director, or Director — Date

EXHIBIT
"B"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF AQUARAY UV SYSTEMS WITH VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS USA

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for the purchase of Aquaray UV Systems and parts, and for related goods and services (referred to herein as the "Agreement"), is made on this the ____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "City"), and VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS USA, whose offices are located at 3600 Horizon Blvd., Trevose, Pennsylvania 19053 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City has determined that there is a need for Aquaray UV Systems and parts for water treatment; and

WHEREAS, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available for only one source are exempt from competitive bidding requirements; and

WHEREAS, Vendor is the sole source provider of the goods and services being purchased pursuant to this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and/or services and Vendor is obligated to provide said goods/services. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall be through December 31, 2025.

C. City reserves the right to review the relationship at any time, and may elect to terminate with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods described herein and the attached Exhibit "A" at the sole request of the City. Vendor shall provide goods in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. City agrees to pay for goods and/or services during the term of this Agreement at the pricing set forth in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by the City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Hundred and Three Thousand, Seven Hundred and Ninety-Five and 37/100 Dollars ($203,795.37)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received; and

D. Delivery dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City if:

A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain same from another source or supplier(s).

12.01 INSURANCE

Vendor shall meet all requirements as set forth at http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regards to this Agreement:

Michael De Santis
SCADA Specialist
Utilities and Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-2005
mdesantis@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed. Vendor shall be declared in default of this Agreement if it does any of the following:

A. Fails to make any payment in full when due;

B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;

C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after notice of termination, Vendor shall submit a statement detailing the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Vendor or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

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

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision 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 this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

A. When delivered personally to recipient's address as stated in this Agreement; or

B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Veolia Water Technologies Treatment Solutions USA
3600 Horizon Blvd.
Trevose, PA 19053

Notice to City:

City Manager 221 East Main Street Round Rock, TX 78664	AND TO:	Stephanie Sandre, City Attorney 309 East Main Street Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW AND ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between City and Vendor. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions hereof shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

25.01 LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any special, indirect, incidental, consequential, or punitive damages arising from their obligations under this Agreement, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall Vendor's liability exceed the purchase price of the equipment or parts of the equipment on which such liability is based.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor 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 as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Veolia Water Technologies Treatment Solutions USA

By: _____
Printed Name: PEDRO DACRUZ
Title: NAM LEADER
Date Signed: 8/10/2023

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie Sandre, City Attorney

VEOLIA

Veolia Water Technologies
Treatment Solutions USA Inc.
600 WILLOW TREE RD
LEONIA NJ 07605
UNITED STATES

PHONE: 201-676-2525

Quotation

Quote Date	Quotation Exp. Date	Veolia TS Quote
09MAY2023	31AUG2025	**20579143**
Sales org.	**Sales Representative / Contact**	**Reference**
B611	Adam Gagnon	UV Parts

Sold to : 1000151128
CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK TX 78664
UNITED STATES

Ship to : 4000216582
BRUSHY CREEK WWTP
3939 EAST PALM VALLEY ROAD
ROUND ROCK TX 78665
UNITED STATES

Bill to : 0000510334
CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK TX 78664
UNITED STATES

Payment terms
Net 30 Days From Invoice Date

Inco terms
EXW FACTORY

Currency: U.S. Dollar

Freight: Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	X0016H19 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO WARM 150 EA	150	EA	30.00	EA	4,500.00
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40-HO 240 EA	240	EA	26.00	EA	6,240.00
30	X0029H01 BALLAST, ASSEMBLY, 230V, UV 40-HO 110 EA	110	EA	265.10	EA	29,161.00
40	X0057H01 DCA Assembly 40-HO 4 EA	4	EA	701.89	EA	2,807.56
50	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV 10 EA	10	EA	494.19	EA	4,941.90
60	X0017H06 PHOTOCELL, SENSOR, W/AMP, UV 40-HO 2 EA	2	EA	1,576.39	EA	3,152.78
70	59810G02					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above.
To ensure that you receive the pricing quoted, please reference this quotation number on your order.
All sales are subject to our terms and conditions, contained with this quotation.
Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.
Pricing above does not include applicable taxes, which will be applied at time of order.

VEOLIA

Veolia Water Technologies
Treatment Solutions USA Inc.
600 WILLOW TREE RD
LEONIA NJ 07605
UNITED STATES

PHONE: 201-676-2525

Quotation

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09MAY2023	31AUG2025	**20579143**
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EXW FACTORY

Currency: U.S. Dollar

Freight: Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	DCA Circuit Board 40-HO					
	3 EA	3	EA	330.90	EA	992.70
80	X0031G03					
	SPACER CLIP, SS, UV 40-HO					
	200 EA	200	EA	0.89	EA	178.00
90	X0027H01					
	TOP LAMP SUPPORT ASSY					
	50 EA	50	EA	15.16	EA	758.00
100	X0025G03					
	BRUSH, INVERTED SPIRAL, UV 40-HO					
	12 EA	12	EA	7.66	EA	91.92
110	X0028H03					
	SWITCH DISCONNECT 3 POLE 60 AMP UV					
	3 EA	3	EA	68.07	EA	204.21
120	X0024G29					
	Fan, 230V, Salt/Fog, UV40-HO					
	24 EA	24	EA	95.47	EA	2,291.28
130	X0085H01					
	FAN CORD SET					

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VEOLIA

Veolia Water Technologies
Treatment Solutions USA Inc.
600 WILLOW TREE RD
LEONIA NJ 07605
UNITED STATES

PHONE: 201-676-2525

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09MAY2023	31AUG2025	**20579143**
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UNITED STATES

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EXW FACTORY

Currency: U.S. Dollar

Freight: Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	24 EA	24	EA	5.61	EA	134.64
140	X0078H02 HEAT TRANSFER COMPOUND TUBE, 3 OZ, 50 EA	50	EA	37.88	EA	1,894.00
160	X0048H01 WIRING HARNESS BALLAST INTERCONNECT US 15 EA	15	EA	208.16	EA	3,122.40
190	61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT 12 EA	12	EA	98.70	EA	1,184.40
200	P0278007 BATTERY, LITHIUM, 3.6V, 20 EA	20	EA	7.85	EA	157.00
210	3187393 FEE,SERVICE,SEE ORDER LONG TEXT 1 EA ANNUAL SITE VISIT	1	EA	6,120.00	EA	6,120.00

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Treatment Solutions USA Inc.
600 WILLOW TREE RD
LEONIA NJ 07605
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ROUND ROCK TX 78664
UNITED STATES

Payment terms
Net 30 Days From Invoice Date

Inco terms
EXW FACTORY

Currency: U.S. Dollar

Freight: Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount

NET PRICE		USD	67,931.79
TOTAL AMOUNT			67,931.79

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To ensure that you receive the pricing quoted, please reference this quotation number on your order.
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Pricing above does not include applicable taxes, which will be applied at time of order.

Award Recommendation

To: Marilyn Jackson
Contract Management

From: Michael Thane
Director, Utilities

Date: May 16, 2023
Re: Aquaray UV Systems provided by Veolia Water Technology Treatment Solutions USA

This award recommendation is for the City of Round Rock – Utilities Department to establish a contract with Veolia Water Technology Treatment Solutions USA for the Aquaray UV Systems needed to support City operations.

This contract was established through a sole source process and has been exempted from competition as prescribed in Texas Local Government Code 252.022.

Awarded Vendor: **Veolia Water Technologies Treatment Solutions USA**
3600 Horizon Blvd
Trevose, PA 19053

Contract Term: **Contract will expire December 31, 2025**

Contract Amount: **$67,931.79 per year for a total amount not to exceed $203,795.37**

Approvals:

Michael Thane (May 16, 2023 13:59 CDT) 05/16/2023
Signed Name Date:
Printed Name: Michael Thane
Director, Utilities

Purchasing Review

David Carter (May 17, 2023 07:59 CDT) 05/17/2023 CK
Signed Name Date:
Printed Name: David Carter
Purchasing Manager, Finance

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1060602

Date Filed:
08/16/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Veolia Water Technologies Treatment Solutions USA Inc.
Leonia, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
00000
purchase of Aquaray UV Systems and parts, and for related goods and services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lebrun, Lance	Austin, TX, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is PEDRO DaCRUZ, and my date of birth is [redacted].

My address is 600 WILLOW TREE RD, LEONIA, NJ, 07605, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BERGEN County, State of NJ, on the 16 day of AUGUST, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1060602

Date Filed:
08/16/2023

Date Acknowledged:
08/17/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Veolia Water Technologies Treatment Solutions USA Inc.
Leonia, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

00000
purchase of Aquaray UV Systems and parts, and for related goods and services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lebrun, Lance	Austin, TX, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding the annexation of a 6.52 acre portion of CR-118.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Brad Wiseman, Planning & Development Services Director

Cost:

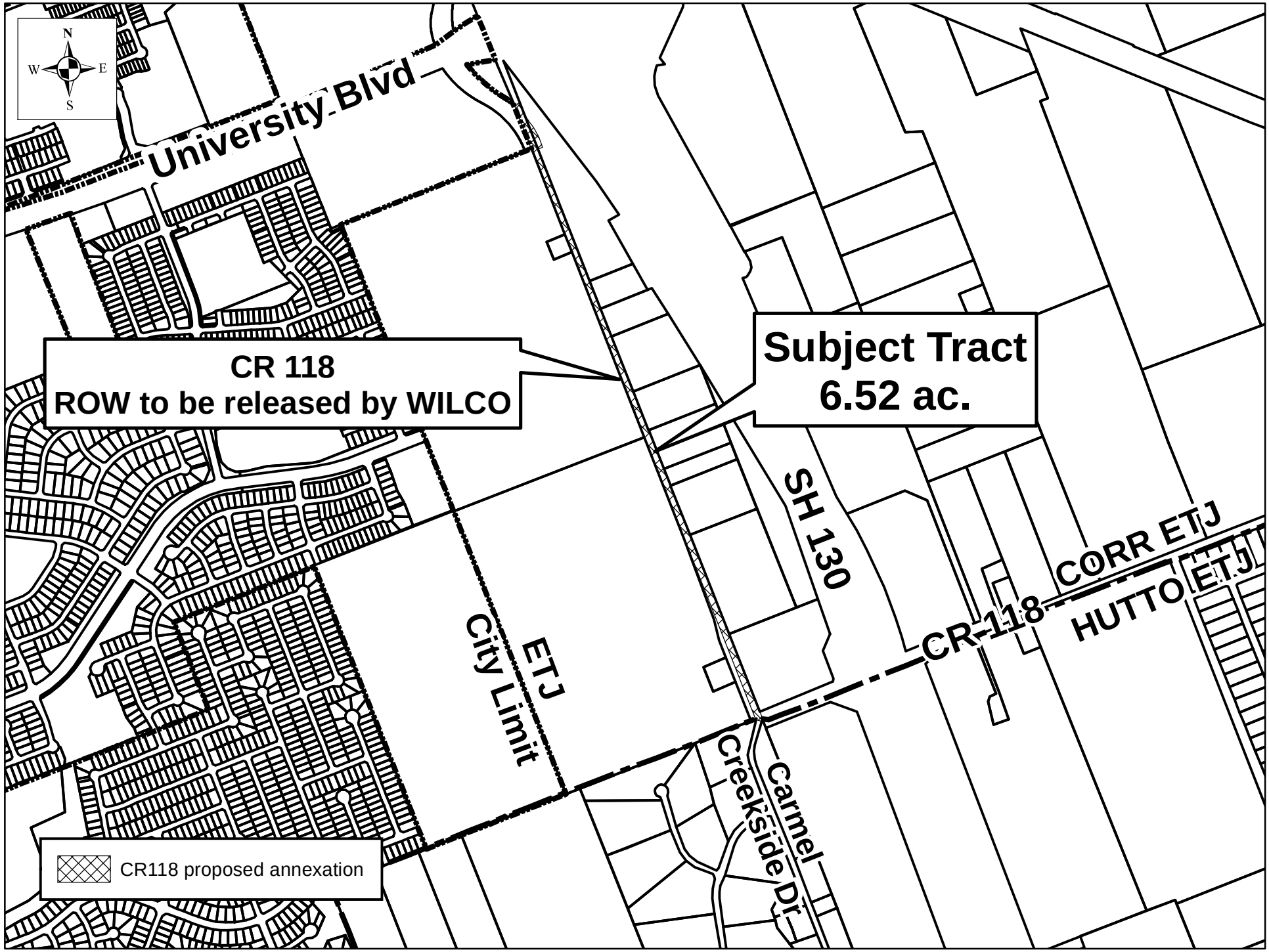
Indexes:

Attachments: Map

Department: Planning & Development Services

Text of Legislative File TMP-23-0747

This property consists of CR-118 right-of-way, currently under the jurisdiction of Williamson County. The annexation of right-of-way will provide contiguity to this area of our ETJ. The City notified Williamson Co of its intent to annex the right-of-way pursuant to Section 43.1055 of the Local Government Code.


N
W
E
S
University Blvd
CR 118
ROW to be released by WILCO
Subject Tract
6.52 ac.
SH 130
CORR ETJ
HUTTO ETJ
CR-118
ETJ
City Limit
Creekside Dr
Carmel
CR118 proposed annexation

City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider a resolution authorizing the Mayor to execute an Agreement to Maintain a Non-Conforming Billboard with Lamar Advantage Holding Company.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Structural Inspection Report

Department: Planning & Development Services

Text of Legislative File 2023-258

On December 5, 2013, City Council approved a 10-year agreement with Lamar Advantage Holding Company to remove two existing non-conforming billboards in exchange for the City permitting Lamar to update one existing billboard to digital display, located at 16912 ½ IH 35. The non-conforming billboard agreement will expire on December 31, 2023.

Lamar Advantage Holding Company has reviewed and signed a revised agreement to continue the display and maintenance of the non-conforming digital billboard. As part of the agreement, Lamar agrees to continue to comply with all Texas Department of Transportation's regulations regarding billboards and City building code requirements.

The existing billboard was structurally inspected on July 6, 2023; said inspection report has been provided by Lamar to the City. Lamar agrees to perform a structural inspection every five (5) years from the date of the last inspection in order to demonstrate the continued structural integrity of the sign. Lamar agrees to provide the City with a copy of each inspection report. Additionally, Lamar agrees to reserve one (1) slot for the City's use for every day of the calendar year. Lamar also agrees to offer additional time slots, free of charge, to the City as and if available.

The City will perform an annual audit to verify that Lamar is in complete compliance with the terms of this agreement. Lamar agrees to pay to the City an annual fee of $750.00 on the anniversary date of this agreement to reimburse the City for the cost of performing this audit. The annual fee will increase by ten

(10) percent every ten (10) years. As part of the annual audit, Lamar agrees to provide the City with a copy of its annual permit from TxDot.

This agreement shall remain in effect in perpetuity, provided Lamar is in compliance with the terms and conditions of the agreement.

Staff recommends approval of the proposed agreement.

RESOLUTION NO. R-2023-258

WHEREAS, the City of Round Rock ("City") has adopted Chapter 8, Article IX of the Zoning and Development Code, Code of Ordinances, City of Round Rock (2018 Edition) (the "Code") which regulates signs in the City; and

WHEREAS, Section 8-81 of the Code list types of signs that are prohibited in the City, which includes billboards; and

WHEREAS, Lamar Advantage Holding Company ("Lamar") has an existing billboard that was conforming prior to the adoption of the Code, but is now a non-conforming billboard under the terms of the Code; and

WHEREAS, the City and Lamar have reached an agreement whereby the City will permit Lamar to continue the display of an existing digital billboard as set forth in the attached agreement, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement to Maintain a Non-Conforming Billboard, a copy of same being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

AGREEMENT TO MAINTAIN A
NON-CONFORMING BILLBOARD

This Agreement to Maintain a Non-Conforming Billboard (the "Agreement") is made and entered into this _____ day of _____, 2023 by and between **Lamar Advantage Holding Company**, a _____ corporation, ("Lamar"), and the **City of Round Rock, Texas**, a Texas home rule municipality, ("City").

WHEREAS, the City has adopted Chapter 8, Article IX of the Zoning and Development Code, Code of Ordinances, City of Round Rock (2018 Edition) (the "Code") which regulates signs in the City; and

WHEREAS, Sec. 8-81 of the Code lists types of signs that are prohibited in the City, which includes billboards; and

WHEREAS, Lamar has an existing billboard that was conforming prior to the adoption of the Code, but is now a non-conforming billboard under the terms of the Code; and

WHEREAS, the City and Lamar have reached an agreement whereby the City will permit Lamar to continue the display of an existing digital billboard as set forth herein;

NOW THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Lamar agree as follows:

1. **Existing Non-Conforming Billboard.** Lamar is the owner of a non-conforming digital billboard located at 16912 ½ IH 35 (the "Billboard").

2. **Maintenance of Non-Conforming Billboard.** The Billboard shall continue to comply with all Texas Department of Transportation's regulations regarding billboards, as amended. In addition, the Billboard shall comply with the following requirements:

a. The Billboard shall have only one digital face that is no more than fourteen (14) feet high and no more than forty-eight (48) feet wide.

b. The overall height and size of the Billboard shall not be increased.

c. The digital face of the Billboard shall automatically adjust so that the brightness of the display is no more than 0.3 foot candles over the ambient light conditions at a distance of two hundred fifty (250) feet from the display.

d. The Billboard shall comply with all City building code requirements.

e. The Billboard shall be structurally inspected and said inspection report shall be provided by Lamar to the City prior to the execution of this Agreement. A structural inspection shall be required by Lamar every five (5) years from the date of the last inspection in order to demonstrate the continued structural integrity of the sign. Lamar shall provide the City with a copy of each inspection report.

f. The electric service to the Billboard shall be installed underground. If electric service to the Billboard is currently served overhead, Lamar shall make the necessary changes to ensure that the Billboard complies with this Agreement.

3. **Advertising and Information Requirements.** Lamar agrees that the digital face of the Billboard shall not contain any flashing or scrolling information and all messages must comply with the Electronic Messaging Center standards in the Code and with all applicable TxDOT regulations, as amended. In the event that the Code and TxDOT regulations are in conflict, the more restrictive regulation shall apply. The digital face shall not include any advertising that could be considered obscene, offensive or otherwise not in keeping with community standards of the City. Lamar agrees to remove any such advertising within forty-eight (48) hours of receiving notice of same from the City. Lamar agrees that it will comply with 43 Texas Administrative Code, §21.258 regarding the display of emergency information important to the traveling public. Lamar agrees to coordinate with the City to establish procedures to quickly display such emergency messages. Lamar also agrees to provide templates to the City that will allow for rapid displays of emergency and other time sensitive messages.

In addition, Lamar agrees to reserve time slots on the digital display for the City to advertise and/or inform the public of City sponsored events. Lamar agrees that the digital display will have no more than nine (9) time slots for messaging. The aforementioned time slots shall change every eight (8) seconds. Lamar shall reserve one of these slots for the City for every day of the calendar year. For the purposes of this agreement, twenty-four (24) consecutive hours of use shall be defined as one (1) day. Lamar also agrees to offer additional time slots, free of charge, to the City as and if available.

4. **Annual Audit.** The City will perform an annual inspection and audit to verify that Lamar is in complete compliance with the terms of this Agreement. Lamar agrees to pay to the City an annual fee of $750.00 on the anniversary date of this Agreement to reimburse the City for the cost of performing this audit. This annual fee will increase by ten (10) percent every ten (10) years. As part of this annual audit, Lamar agrees to provide the City with a copy of its annual permit from TxDot.

5. **Term.** This Agreement shall remain in effect in perpetuity, provided Lamar remains in compliance with the terms and conditions of the Agreement.

6. **Default.** If Lamar should default in the performance of any obligation of this Agreement, City shall provide Lamar written notice of the default, and a period of thirty (30) days to cure such default. If after thirty (30) days, Lamar has not cured the default to the satisfaction of the City, the City shall have the right to declare this Agreement terminated, and in that event, Lamar shall remove the Billboard within thirty (30) days after receiving written notice of such termination.

7. **Miscellaneous.**

a. Attorneys' Fees. If any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Lamar to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by such action, to the extent allowed by law.

b. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Lamar.

c. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

d. Assignment. Lamar may not assign all or part of its rights and obligations to a third party without the express written consent of the City.

e. Amendment. This Agreement may be amended by the mutual written agreement of the parties.

f. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager
Phone: (512) 218-5400

With a required copy to:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, TX 78664
Attn: Stephanie L. Sandre
Phone: (512) 255-8877
Email: stephanie@scrrlaw.com

If to Lamar: Lamar Advantage Holding Company
7020 Hwy. 290 East
Austin, Texas 78723
Attn: Alan B. Reeder
Phone: (512) 451-1945
Email: areeder@lamar.com

Either party may designate a different address upon written notice to the other party.

g. Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

h. Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

i. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

j. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

k. No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

[Signatures on the following page.]

EXECUTED to be effective as of the ____ day of _____, 2023 (the "Effective Date").

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

APPROVED as to form:

_____
Stephanie L. Sandre, City Attorney

LAMAR ADVANTAGE HOLDING COMPANY

By:_____
Alan B. Reeder, its Vice President and General Manager

AUSTIN 24 HOURS CRANE SERVICE

"Our Business Is Picking Up"

July 6, 2023

An inspection of the billboard located at 16912 ½ IH 35 has been completed. The physical visual inspection revealed no structural defects and is in sound order. See included inspection.



Michael Scutt

7/6/23

Billboard Operations

7020 Highway 290 East

Austin, Texas 78623

Cell: (512)-718-8589

mscutt@austincrane.com

	Austin Crane Service	
	Billboard Inspection	
	Field Report	
Inspector (all)	**print** MICHAEL SCOTT	**Sign**
Date 7/5/23		
Panel Numbers	1604 / 16101	**Board type** STATIC - DIGITAL
Location Discrpition	35 W/S .25 mi S/O 1325	
		NOTES
Line of Sight RH/F	**Good** ✓ **Needs Atten.**	
Line of Sight LH/F	**Good** ✓ **Needs Atten.**	
Base Footing	**Good** ✓ **Needs Atten.**	
Column Base	**Good** ✓ **Needs Atten.**	
Column Sections	**Good** ✓ **Needs Atten.**	
Attached ladder	**Good** ✓ **Needs Atten.**	
Vertical Safety Cable	**Good** ✓ **Needs Atten.**	
Head Plate	**Good** ✓ **Needs Atten.**	
Head Bolts	**Good** ✓ **Needs Atten.**	ALL TIGHT.
Catwalk Safety Cables	**Good** ✓ **Needs Atten.**	
Catwalks	**Good** ✓ **Needs Atten.**	
Upright connections to Torsion Tube	**Good** ✓ **Needs Atten.**	
Cross bracing connection to uprights	**Good** ✓ **Needs Atten.**	
Stringer connection	**Good** ✓ **Needs Atten.**	
Face connections	**Good** ✓ **Needs Atten.**	

City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Certified Arbor Care, Inc. for tree pruning and removal services.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: $1,125,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Award Letter, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-266

This item is for authorization to execute an agreement with Certified Arbor Care, Inc. for tree pruning and removal services. This will be a dual provider for services agreement with the second vendor being Bartlett Tree Experts. The agreement is for five (5) years with a total contract cost of $1,125,000 or $225,000 annually. The City advertised a Request for Proposals earlier this year and Certified Arbor Care was one of the two vendors that was deemed to provide the best value to the City. The City has worked with Certified Arbor Care over the past five (5) years under the existing tree pruning and removal agreement. This agreement will supplement the tree work that the Forestry Division does on a routine basis and typically is used for larger or more complex pruning and removal jobs.

Cost: $1,125,000.00
Source of Funds: General Fund

RESOLUTION NO. R-2023-266

WHEREAS, the City of Round Rock ("City") has duly sought proposals for the purchase of tree pruning and removal services; and

WHEREAS, Certified Arbor Care, Inc. has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with Certified Arbor Care, Inc. for tree pruning and removal services, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Tree Pruning and Removal Services with Certified Arbor Care, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
TREE PRUNING AND REMOVAL SERVICES
WITH
CERTIFIED ARBOR CARE, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS Agreement for the purchase of tree pruning and removal services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and CERTIFIED ARBOR CARE, INC., whose offices are located at P.O. Box 1868, Round Rock, Texas 78680 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase tree pruning and removal services; and

WHEREAS, City has issued its "Request for Proposal" (RFP) for the provision of said services; and

WHEREAS, City has determined that Services Provider provides the best value to City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP designated Solicitation No. 23-018

dated March 2023; (b) Service Provider's Response to the RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

(1) This Agreement;

(2) Services Provider's Proposal; and

(3) City's RFP, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Service Provider** means Certified Arbor Care, Inc., or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for sixty (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the RFP and as set forth in the Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

All items in Exhibit "A" are awarded to Services Provider. For purposes of this Agreement, City has issued documents delineating the required services (specifically RFP Solicitation Number 23-018 dated March 2023). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (tree pruning and removal services). Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Million One Hundred Twenty-Five Thousand and No/100 Dollars ($1,125,000.00)** for Service Provider's services combined with the dual provider's services for the term of this Agreement.

7.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Services Provider;

B. Purchase Order Number;

C. Description and quantity of items received or services provided; and

D. Delivery or performance dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the service provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance

with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

11.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

14.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached RFP and as set forth at:
http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Ricci Strayhorn, Manager
Parks and Recreation Department
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3151
rstrayhorn@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

A. Fails to make any payment in full when due;

B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies.

B. 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

a 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. 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 verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. 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 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 this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Certified Arbor Care, Inc.
P.O. Box 1868
Round Rock, TX 78680

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider 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 as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Certified Arbor Care, Inc.

By: Debbie Evans
Printed Name: Debbie Evans
Title: CEO
Date Signed: 7.20.23

Exhibit "A"



City of Round Rock, Texas

Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

TREE PRUNING AND REMOVAL SERVICES

SOLICITATION NUMBER 23-018

MARCH 2023

City of Round Rock
Tree Pruning and Removal Services
RFP No. 23-018
Commodity Code: 988-02/988-88
March 2023

TREE PRUNING AND REMOVAL SERVICES
PART I
GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in tree pruning and removal services.

   The City intends to dual award this contract based on evaluation scoring. The total value of the resulting contract(s) shall not exceed $225,000 per fiscal year for all awarded Contractors combined. Additionally, the City intends to add a contingency amount of $250,000 per year for storm-related cleanup services if necessary.

   BACKGROUND: A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees, and hazardous tree removal adjacent to homes, roadway medians, parks, sidewalks, and other structures designated by the City. Additional services that may be ordered from this agreement include stump grinding, insect and disease treatment for trees, soil aeration, root excavation, deep root fertilization, air spading, and arborist consulting services.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-12
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 13-15
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Sample Work Order	Separate Attachment
Attachment C – Sample Invoice	Separate Attachment
Attachment D – Creek Maintenance Plan Exhibit	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	March 22, 2023
Optional Pre-Proposal meeting	April 4, 2023 @ 9:00 AM
Deadline for submission of questions	April 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	April 12, 2023 @ 5:00 PM, CST
Deadline for submission of responses	April 25, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at: https://roundrocktexas.bonfirehub.com

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: https://roundrocktexas.bonfirehub.com

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at https://roundrocktexas.bonfirehub.com for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3- Schedule of Events.

   A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall begin at:

      City Council Chambers
      221 E. Main St.
      Round Rock, Texas 78664

   B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.

6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: https://roundrocktexas.bonfirehub.com

   A. This request for proposal (RFP) does not commit the City to contract for any supply or service.

   B. No paper or submittals outside of Bonfire will be accepted by the City.

   C. Responses cannot be altered or amended after digital opening.

   D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

   E. The City will not be bound by any oral statement or offer made contrary to the written specifications.

   F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

   G. Late responses will not be considered.

7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

   In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

   The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

   A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.

   B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:

      i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.

      ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

      iii. You must submit your protest in writing and must include the following information:
         a. your name, address, telephone number, and email address.
         b. the solicitation number.
         c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
         d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
         e. a statement of any issues of law or fact that you contend must be resolved; and
         f. a statement of the argument and authority that you offer in support of your protest.

      iv. Your protest must be concise and presented logically and factually to help with the City's review.

   C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:

      i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.

      ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.

      iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.

      iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.

      v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

   All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: https://www.roundrocktexas.gov/city-departments/purchasing/. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: https://www.roundrocktexas.gov/city-departments/purchasing/

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
   A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
   B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
   A. Must have a physical office located in Central Texas.
   B. Be firms, corporations, individuals, or partnerships normally engaged in providing tree pruning and removal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
   C. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
   D. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
   E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in tree pruning and removal services.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
   A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
   B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
   C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:
   A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
   B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
   C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

   Prices for parts and materials may be on a **cost-plus basis**. The percentage (%), if any, of markup will be designated in Bonfire requested information. Invoices for work performed shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE:** Contract prices for tree pruning and removal services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

   A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: http://www.bls.gov/cpi

   B. **Procedure to Request Increase:**

      i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.

      ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. **ACCEPTANCE/INSPECTION [service related, may need to be modified]:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied, this includes emergency needs. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at https://roundrocktexas.bonfirehub.com once City Council has approved the recommendation of award and the agreement has been executed.

12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

Ricci Strayhorn
Forestry Manager
Parks and Recreation
Phone: +1 (512) 341-3151
E-mail: rstrayhorn@roundrocktexas.gov

PART IV
SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees, and hazardous tree removal adjacent to homes, roadway medians, parks, sidewalks, and other structures designated by the City. Additional services that may be ordered from this agreement include stump grinding, insect and diseases treatment for trees, soil aeration, root excavation, deep root fertilization, air spading, and arborist consulting services.

2. **SAFETY DATA SHEETS:** The Contractor shall have safety data sheets applicable to hazardous substances in their possession on location for each project and available upon request.

3. **SERVICE REQUIREMENTS:** The Contractor shall-
   A. Have a work crew that is comprised of three (3) staff that a certified arborist will supervise.
   B. Submit with your proposal copies of all applicable certifications.
   C. Complete all pruning work per ANSI A300 Standards for Tree Care Operations- Tree, Shrub, and Other Woody Plant Maintenance- Standard Practices.
   D. Perform crown cleaning. This includes the removal of dead, dying, diseased, weakly attached, or low-vigor branches as well as some water sprouts from a tree's crown.
   E. Minimum size of branches to be removed will be one inch in diameter.
   F. Removal shall be done per request of City's Forestry Manager or their designee.
   G. Be responsible for communicating with CORR Point of Contact to secure any permits needed to perform work.
   H. Immediately paint all pruning cuts on all oak trees with pruning paint for oak wilt prevention.
   I. Require the Contractor's certified arborist to directly supervise all pruning work.
   J. Sterilize all pruning tools used for pruning oak trees before and between pruning on individual oak trees for oak wilt prevention.
   K. Be responsible for damage to trees during work. The Contractor shall replace damaged trees at the appraisal value as determined by the City's Forestry Manager.
   L. The quality of work shall be subject to the inspection of the City's Forestry Manager or his designee.
   M. In locations where ordinary felling operations might cause damage to the property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the latest ANSI and OSHA work-site safety regulations.
   N. Be responsible for locating all underground utilities such as electrical water, gas, and cable before starting work.

4. **ADDITIONAL SERVICES UPON REQUEST:** Other services may be required under this agreement and shall be quoted separately upon request from the City.
   A. **Stump grinding services**- The Contractor shall own and operate stump grinding equipment. All stumps shall be sprayed with herbicide to help prevent regrowth. Texas Department of Agriculture (TDA) commercial pesticide applicator license required for spraying.
   B. **Tree insect and disease treatment**- includes but is not limited to caterpillars, mildew, aphids, pecan web worms. All chemicals and treatment methods to be approved by the City's Forestry Manager in advance. TDA certification required. No subcontracting allowed.
   C. **Root health**- Soil aeration, root excavation, deep root fertilization and air spading services shall be provided upon request by City's Forestry Manager.
   D. Certified Arborist consulting services shall provide by the Contractor on an as-needed basis.

5. **DEBRIS CLEANUP FOR CREEKS AND CHANNELS:** This is an optional service. Not submitting an offer on this line item will not affect award. In the Bonfire pricing sheet, an amount of $0 for unit price will indicate a "no bid" response (for line item 11).

A. **Service Requirements**: The proposed work will be done in 1000 LF segments. The City will select one segment at a time from Attachment D-Creek Maintenance Plan Exhibit. Once all work has been completed on the first segment another 1000 LF segment will be selected for cleanup and so on. The scope of work for each segment selected shall include:

i. Removal and disposal of all dead wood and other debris within the channel bottom and banks (Exact cleanup limits will be discussed during walk-through meeting before each bid).

ii. Stump grinding may be required in some areas (Determined during walk-through).

iii. Removal and disposal of some shrubs and undergrowth within high-risk areas, as needed (may not be required, will determine during walk-through).

iv. Removal of some hazardous living trees adjacent to existing utilities and structures (may not be required, will determine during walk-through).

v. Removal of large objects within limits of creek cleanup (Tires, metals, large plastics, etc., does not include small litter).

B. **Contractor Requirements**: The Contractor shall-

i. Note heavy equipment is not permitted within the channel bottoms and part of the embankments due to the amount of disturbance caused the equipment.

ii. Keep disturbance to the creek bottom and embankments to a minimum.

iii. Any areas within channel embankments where vegetation has been removed due to equipment within the work area, shall be seeded and stabilized as need with erosion control mat. Cost of damage caused by the contractor to any property serviced under the area shall be the sole responsibility of the contractor.

6. **RESPONSE TIME**: Response times shall be as follows-

Non-Emergency Service Calls: "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

A. Respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.

B. Services will be performed during normal operation hours which are 7:00 am - 6:00 pm.

C. Contractor is expected to follow all noise ordinances set forth by the City.

7. **REGULAR AND OVERTIME WORK HOURS**:

A. Regular business hours are from 7:00 am to 6:00 pm Monday through Friday.

B. Weekends may be permitted on an as needed basis.

C. Overtime pay is only permitted in instances where the City deems the work to be necessary and prior written approval is given in advance of the work performed.

D. Approved overtime work performed in excess of regular work hours, on weekends, or on holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service.

E. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.

8. **EMERGENCY CONTINGENCY SERVICES:** The City is adding a contingency amount to the contract of $250,000 per year for services in the event of an emergency. The City will only invoke this clause if an emergency is declared by the Mayor. The Contractor shall-

A. Ensure that City properties take priority to help mitigate public health and safety risks.

B. Be onsite within 24 hours to begin emergency activities.

C. Assign additional staff as available to assist with cleanup.

9. **PERMITS**: If the project requires permitting and inspections the Contractor shall-
   A. Assist City of Round Rock (CORR) representative with any information requested if a project permit is required.
   B. Notify the CORR representative prior to requesting an inspection to do a pre-inspection walk.
   C. Notify the CORR representative once an inspection has been requested and provide estimated date and time the inspection will take place.
   D. Notify the CORR representative of results of inspections.
   E. If any item does not pass inspection, it is the Contractor's responsibility to correct the item at no additional cost to the City.

10. **DESIGNATED CONTACT PERSON**: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact (POC) upon award of the contract.
   A. The City shall be provided with the designated person's name and telephone number.
   B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to internal personnel changes, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
   C. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
   D. The Contractor shall provide the City with a secondary POC if the primary POC will be unavailable.

11. **WARRANTY**: Successful Respondent shall provide at minimum a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

12. **ESTIMATES**: Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.
   A. Department name and location of the project.
   B. Contractor's designated contact name and telephone number.
   C. Breakdown of labor costs (Number of workers, hourly rate); also include the arborist's hours and rate.
   D. Materials (Detailed description, quantity, unit price, and extended price amounts).
   E. Total cost (Labor and materials).
   F. Description specifying work to be done.
   G. Time projected to complete the project.
   H. See Attachment C- Sample Work Order.

13. **INVOICE REQUIREMENTS**: Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
   A. The total hours worked and hourly rate for labor.
   B. Invoices shall have attached a copy of paid materials receipt from the supplier.
   C. See Attachment D- Sample Invoice.

14. **CONTRACTOR RESPONSIBILITIES**: The Contractor shall-
   A. Schedule all requested services in advance with the City's point of contact.
   B. Perform quality work and must be signed off and approved by City of Round Rock representative.
   C. Be responsible for removing all tree limbs and debris from the work area. All tree limbs and debris shall be disposed of in an appropriate manner approved by the City's Forestry Manager. The work site shall be

left in a clean, safe condition. Cost of damage caused by the Contractor to any property serviced under the agreement shall be the sole responsibility of the Contractor.

D. Properly dispose of all rubbish, woody materials, and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.

E. Visit and inspect the locations prior to the submittal of a project proposal. Submittal of the project proposal is evidence that the Contractor has familiarized themselves with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, pricing, and the equipment, materials, and labor required. Inspection must be scheduled by contacting the City's designated representative. Any variations in scope or pricing will only be considered on a case-by-case basis and must be approved in writing by the City POC prior to any work on said variation can begin. Contractor shall have full knowledge of scope of work and have ability to anticipate and ability to plan for variations prior to project start.

F. Provide a written quote/estimate for work to be performed. Work shall not be initiated without the City's consent in the form of a formal PO number.

G. Make all arrangements for delivery, unloading, receiving any equipment, material, and supplies for each project. The City will not assume any responsibility for these shipments.

H. Provide work reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:

   i. Location of the worksite,
   ii. Date and time of arrival at worksite,
   iii. Time spent for repair,
   iv. Date and time work at location is completed,
   v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
   vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed.
   vii. Be responsible for rental of any equipment that may be required to complete task.
   viii. Be responsible for any disposal fees.

I. Take all appropriate safety precautions including the placement of safety cones and other barriers as needed to secure the work area.

J. **Maintain Communication**- Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

15. CITY'S RESPONSIBILITIES: The City will-

A. Provide the Contractor with a complete and accurate project overview with the request for estimate.

B. Provide the Contractor with the list of trees, diameter, ID number and work needed in advance. Unauthorized tree work is not allowed under the terms of this contract.

C. Coordinate scheduling with the Contractor.

D. Ensure work area is reasonably free of safety hazards.

E. Provide access to locations where services are required.

F. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.

G. Provide reasonable access to power and water utilities as needed to complete the project.

H. Inspect work performed to ensure compliance with the scope of work.

I. Review all invoices to ensure accuracy.

PART V
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx

   Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

   - ☐ Attachment A- Reference Sheet
   - ☐ Acknowledged Addenda (if applicable)
   - ☐ Executive Summary which gives in brief, concise terms, a summation of the proposal. Include the following-

     Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

     Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

     Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
   - ☐ Segment requirements listed below.
   - ☐ A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities.
   - ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
   - ☐ Certifications and licenses required for all personnel working on City contract.

3. **EVALUATION CRITERIA:**

   A. Segment 1 – Respondent's Solution, Approach, & Timeline

      i. System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

      ii. Program Approach and Timeline: Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
         1) A description of your work program by tasks. Detail the steps you will take from the time the City calls for services to the completion of work.
         2) A description of the process you would take for the additional services of Tree insect and disease treatment, Soil aeration, root excavation, deep root fertilization and air spading services
         3) A description of how your organization would respond to the City's needs in response to an emergency contingency situation.

B. Segment 2 – Company Work Experience and Personnel

i. Prior Experience: Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

ii. Personnel: Include names, qualifications/licenses, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

i. Manpower. Itemize to show the following for each category of crew per hourly rate- rate applied for each category
ii. Itemized Cost of Supplies and Materials
iii. Total (not to exceed) Cost.

4. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City*.

A. Evaluation Criteria:

	Weights:
• Respondent's Solution, Approach, & Timeline (Segment 1)	35 pts
• Company Work Experience and Personnel (Segment 2)	35 pts
• Cost Proposal (Segment 3)	30 pts
Maximum Weight:	100 pts

B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.

C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.

D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

A. The method to provide a smooth and orderly transition of services performed from the current Contractor.

B. Provide City contact(s) information for implementation of the Agreement.

C. Identify specific milestones, goals, and strategies to meet objectives.

EXHIBIT "A"

Best and Final Offer Cost Proposal Sheet
Tree Pruning and Removal Services
RFP 23-018

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the

Special Instructions: All prices must be quoted in order to be considered responsive.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3 person crew under direct supervision of certified arborist - **Regular Hours** (M-F 8:00AM to 5:00PM)	500	Hourly	$270.00	$135,000.00
2	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3 person crew under direct supervision of certified arborist - **Emergency/Afterhours**	40	Hourly	$375.00	$15,000.00
3	Stump Grinding Services per Hour	30	Hourly	$95.00	$2,850.00
4	Treatment of Tree - Oak wilt injection (includes labor and materials)	30	Hourly	$200.00	$6,000.00
5	Treatment of Tree - Foliar insect disease treatment (includes labor and materials)	30	Hourly	$200.00	$6,000.00
6	Soil Aeration (includes labor and materials)	25	Hourly	$145.00	$3,625.00
7	Root Excavation (includes labor and materials)	25	Hourly	$145.00	$3,625.00
8	Deep Root Fertilization (includes labor and materials)	25	Hourly	$200.00	$5,000.00
9	Young Tree Structural Pruning	50	Hourly	$270.00	$13,500.00
10	Arborist Consultation Services - By certified arborist	20	Hourly	$50.00	$1,000.00
				Annual Total:	$191,600.00

Award Recommendation

To: Marilyn Jackson
Contract Management

From: Rick Atkins
Director, Parks and Recreation

Date: June 5, 2023
Re: Tree Pruning and Removal Services by Certified Arbor Care Inc. and The F.A. Bartlett Tree Expert Company

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This award recommendation is for the City of Round Rock – Parks and Recreation Department to establish a contract with Certified Arbor Care Inc. and The F.A. Bartlett Tree Expert Company for tree pruning and removal services needed to support City operations.

The RFP solicitation was advertised in the Round Rock Leader newspaper and posted to the City of Round Rock solicitation website. A total of 180 vendors were contacted, and a total of 4 vendor responses were received. It has been determined that Certified Arbor Care Inc. and The F.A. Bartlett Tree Expert Company offer the best value to the City; therefore, the Parks and Recreation Department recommends the contract be awarded to Certified Arbor Care Inc. and The F.A. Bartlett Tree Expert Company for tree pruning and removal services required to support City operations.

An evaluation team with expertise in this area evaluated the offers and scored Certified Arbor Care Inc. and The F.A. Bartlett Tree Expert Company as the best to provide these services based on the Respondent's Program, Prior Experience and Personnel, and Cost.

Respondents and point distribution are listed below based on a 100-point scale:

Awarded Vendor(s):	**Total Points**
Certified Arbor Care Inc:	90 points
The F.A. Bartlett Tree Expert Company:	85 points

Awarded Vendor(s):

Certified Arbor Care Inc.
PO Box 1868
Round Rock TX, 78680

The F.A. Bartlett Tree Expert Company
2403 Howard Lane
Austin, TX 78728

Contract Term: **5 Years**

Contract Amount: **$225,000 per year for a total not to exceed amount of $1,125,000**

Approvals:

Frederick Atkins (Jun 6, 2023 17:24 CDT) — 06/06/2023
Signed Name — Date:

Printed Name: Rick Atkins
Director, Parks and Recreation

Purchasing Review

David Carter (Jun 7, 2023 07:12 CDT) — 06/07/2023
Signed Name — Date:

Printed Name: David Carter
Purchasing Manager, Finance

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1065984

Date Filed:
08/30/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Certified Arbor Care Inc
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23-018
Tree Pruning and Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Debbie Evans, and my date of birth is [redacted].

My address is 133 Arabian Ave S, Liberty Hill, Tx, 78680, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 30 day of Aug (month), 2023 (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1065984

Date Filed:
08/30/2023

Date Acknowledged:
09/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certified Arbor Care Inc
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-018
Tree Pruning and Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider a resolution authorizing the Mayor to execute an agreement with Bartlett Tree Experts for tree pruning and removal services.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: $1,125,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-267

This is an agreement with Bartlett Tree Experts for tree pruning and removal services. This will be a dual provider for services agreement with the second vendor being Certified Arbor Care, Inc. The agreement is for five (5) years with a total contract cost of $ 1,125,000 or annually $225,000 annually.

The City advertised a Request for Proposals earlier this year and Bartlett Tree Experts was one of the two vendors deemed to provide the best value to the City. The City has worked with Bartlett Tree Experts over the past five (5) years under the existing tree pruning and removal contract. This agreement will supplement the tree work that the Forestry Division does on a routine basis and typically used for larger more complex pruning and removal jobs.

Cost: $1,125,000
Source of Funds: General Fund

RESOLUTION NO. R-2023-267

WHEREAS, the City of Round Rock ("City") has duly sought proposals for the purchase of tree pruning and removal services; and

WHEREAS, The F.A. Bartlett Tree Expert Company has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with The F.A. Bartlett Tree Expert Company for tree pruning and removal services, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Tree Pruning and Removal Services with The F.A. Bartlett Tree Expert Company, a copy of same being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT "A"

CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
TREE PRUNING AND REMOVAL SERVICES
WITH
THE F.A. BARTLETT TREE EXPERT COMPANY

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS Agreement for the purchase of tree pruning and removal services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and THE F.A. BARTLETT TREE EXPERT COMPANY, whose offices are located at 2403 Howard Lane, Austin, Texas 78728 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase tree pruning and removal services; and

WHEREAS, City has issued its "Request for Proposal" (RFP) for the provision of said services; and

WHEREAS, City has determined that Services Provider provides the best value to City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP designated Solicitation No. 23-018

dated March 2023; (b) Service Provider's Response to the RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

(1) This Agreement;

(2) Services Provider's Proposal; and

(3) City's RFP, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Service Provider** means F.A. Bartlett Tree Expert, or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for sixty (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the RFP and as set forth in the Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

All items in Exhibit "A" are awarded to Services Provider. For purposes of this Agreement, City has issued documents delineating the required services (specifically RFP Solicitation Number 23-018 dated March 2023). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (tree pruning and removal services). Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Million One Hundred Twenty-Five Thousand and No/100 Dollars ($1,125,000.00)** for Service Provider's services combined with the dual provider's services for the term of this Agreement.

7.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Services Provider;

B. Purchase Order Number;

C. Description and quantity of items received or services provided; and

D. Delivery or performance dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the service provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance

with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

11.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

14.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached RFP and as set forth at:
http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Ricci Strayhorn, Manager
Parks and Recreation Department
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3151
rstrayhorn@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

A. Fails to make any payment in full when due;

B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies.

B. 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

a 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. 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 verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. 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 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 this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

The F.A. Bartlett Tree Expert Company
2403 Howard Lane
Austin, TX 78728

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider 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 as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

The F.A. Bartlett Tree Expert Company

By: Matthew Farin
Printed Name: Matthew Farin
Title: Executive Vice President
Date Signed: 08/23/2023

Exhibit "A"

City of Round Rock, Texas

Purchasing Division

221 East Main Street

Round Rock, Texas 78664-5299

www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

TREE PRUNING AND REMOVAL SERVICES

SOLICITATION NUMBER 23-018

MARCH 2023

Exhibit "A"

TREE PRUNING AND REMOVAL SERVICES
PART I
GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in tree pruning and removal services.

   The City intends to dual award this contract based on evaluation scoring. The total value of the resulting contract(s) shall not exceed $225,000 per fiscal year for all awarded Contractors combined. Additionally, the City intends to add a contingency amount of $250,000 per year for storm-related cleanup services if necessary.

   BACKGROUND: A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees, and hazardous tree removal adjacent to homes, roadway medians, parks, sidewalks, and other structures designated by the City. Additional services that may be ordered from this agreement include stump grinding, insect and disease treatment for trees, soil aeration, root excavation, deep root fertilization, air spading, and arborist consulting services.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-12
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 13-15
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Sample Work Order	Separate Attachment
Attachment C – Sample Invoice	Separate Attachment
Attachment D – Creek Maintenance Plan Exhibit	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	March 22, 2023
Optional Pre-Proposal meeting	April 4, 2023 @ 9:00 AM
Deadline for submission of questions	April 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	April 12, 2023 @ 5:00 PM, CST
Deadline for submission of responses	April 25, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at: https://roundrocktexas.bonfirehub.com

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: https://roundrocktexas.bonfirehub.com

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at https://roundrocktexas.bonfirehub.com for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3- Schedule of Events.

   A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall begin at:

      City Council Chambers
      221 E. Main St.
      Round Rock, Texas 78664

   B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.

6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: https://roundrocktexas.bonfirehub.com

   A. This request for proposal (RFP) does not commit the City to contract for any supply or service.

   B. No paper or submittals outside of Bonfire will be accepted by the City.

   C. Responses cannot be altered or amended after digital opening.

   D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

   E. The City will not be bound by any oral statement or offer made contrary to the written specifications.

   F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

   G. Late responses will not be considered.

7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution**.** Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. OPPORTUNITY TO PROTEST: The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.

B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:

   i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.

   ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

   iii. You must submit your protest in writing and must include the following information:
      a. your name, address, telephone number, and email address.
      b. the solicitation number.
      c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
      d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
      e. a statement of any issues of law or fact that you contend must be resolved; and
      f. a statement of the argument and authority that you offer in support of your protest.

   iv. Your protest must be concise and presented logically and factually to help with the City's review.

C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:

   i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.

   ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.

   iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.

   iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.

   v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

Exhibit "A"

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: https://www.roundrocktexas.gov/city-departments/purchasing/. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: https://www.roundrocktexas.gov/city-departments/purchasing/

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
   A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
   B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
   A. Must have a physical office located in Central Texas.
   B. Be firms, corporations, individuals, or partnerships normally engaged in providing tree pruning and removal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
   C. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
   D. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
   E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in tree pruning and removal services.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
   A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
   B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
   C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:
   A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
   B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
   C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

   Prices for parts and materials may be on a **cost-plus basis**. The percentage (%), if any, of markup will be designated in Bonfire requested information. Invoices for work performed shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE:** Contract prices for tree pruning and removal services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

   A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: http://www.bls.gov/cpi

   B. **Procedure to Request Increase:**

      i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.

      ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. **ACCEPTANCE/INSPECTION [service related, may need to be modified]:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied, this includes emergency needs. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at https://roundrocktexas.bonfirehub.com once City Council has approved the recommendation of award and the agreement has been executed.

12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

Ricci Strayhorn
Forestry Manager
Parks and Recreation
Phone: +1 (512) 341-3151
E-mail: rstrayhorn@roundrocktexas.gov

Exhibit "A"

PART IV
SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees, and hazardous tree removal adjacent to homes, roadway medians, parks, sidewalks, and other structures designated by the City. Additional services that may be ordered from this agreement include stump grinding, insect and diseases treatment for trees, soil aeration, root excavation, deep root fertilization, air spading, and arborist consulting services.

2. **SAFETY DATA SHEETS:** The Contractor shall have safety data sheets applicable to hazardous substances in their possession on location for each project and available upon request.

3. **SERVICE REQUIREMENTS:** The Contractor shall-

   A. Have a work crew that is comprised of three (3) staff that a certified arborist will supervise.
   B. Submit with your proposal copies of all applicable certifications.
   C. Complete all pruning work per ANSI A300 Standards for Tree Care Operations- Tree, Shrub, and Other Woody Plant Maintenance- Standard Practices.
   D. Perform crown cleaning. This includes the removal of dead, dying, diseased, weakly attached, or low-vigor branches as well as some water sprouts from a tree's crown.
   E. Minimum size of branches to be removed will be one inch in diameter.
   F. Removal shall be done per request of City's Forestry Manager or their designee.
   G. Be responsible for communicating with CORR Point of Contact to secure any permits needed to perform work.
   H. Immediately paint all pruning cuts on all oak trees with pruning paint for oak wilt prevention.
   I. Require the Contractor's certified arborist to directly supervise all pruning work.
   J. Sterilize all pruning tools used for pruning oak trees before and between pruning on individual oak trees for oak wilt prevention.
   K. Be responsible for damage to trees during work. The Contractor shall replace damaged trees at the appraisal value as determined by the City's Forestry Manager.
   L. The quality of work shall be subject to the inspection of the City's Forestry Manager or his designee.
   M. In locations where ordinary felling operations might cause damage to the property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the latest ANSI and OSHA work-site safety regulations.
   N. Be responsible for locating all underground utilities such as electrical water, gas, and cable before starting work.

4. **ADDITIONAL SERVICES UPON REQUEST:** Other services may be required under this agreement and shall be quoted separately upon request from the City.

   A. **Stump grinding services**- The Contractor shall own and operate stump grinding equipment. All stumps shall be sprayed with herbicide to help prevent regrowth. Texas Department of Agriculture (TDA) commercial pesticide applicator license required for spraying.
   B. **Tree insect and disease treatment-** includes but is not limited to caterpillars, mildew, aphids, pecan web worms. All chemicals and treatment methods to be approved by the City's Forestry Manager in advance. TDA certification required. No subcontracting allowed.
   C. **Root health-** Soil aeration, root excavation, deep root fertilization and air spading services shall be provided upon request by City's Forestry Manager.
   D. Certified Arborist consulting services shall provide by the Contractor on an as-needed basis.

5. **DEBRIS CLEANUP FOR CREEKS AND CHANNELS:** This is an optional service. Not submitting an offer on this line item will not affect award. In the Bonfire pricing sheet, an amount of $0 for unit price will indicate a "no bid" response (for line item 11).

A. **Service Requirements**: The proposed work will be done in 1000 LF segments. The City will select one segment at a time from Attachment D-Creek Maintenance Plan Exhibit. Once all work has been completed on the first segment another 1000 LF segment will be selected for cleanup and so on. The scope of work for each segment selected shall include:

   i. Removal and disposal of all dead wood and other debris within the channel bottom and banks (Exact cleanup limits will be discussed during walk-through meeting before each bid).

   ii. Stump grinding may be required in some areas (Determined during walk-through).

   iii. Removal and disposal of some shrubs and undergrowth within high-risk areas, as needed (may not be required, will determine during walk-through).

   iv. Removal of some hazardous living trees adjacent to existing utilities and structures (may not be required, will determine during walk-through).

   v. Removal of large objects within limits of creek cleanup (Tires, metals, large plastics, etc., does not include small litter).

B. **Contractor Requirements**: The Contractor shall-

   i. Note heavy equipment is not permitted within the channel bottoms and part of the embankments due to the amount of disturbance caused the equipment.

   ii. Keep disturbance to the creek bottom and embankments to a minimum.

   iii. Any areas within channel embankments where vegetation has been removed due to equipment within the work area, shall be seeded and stabilized as need with erosion control mat. Cost of damage caused by the contractor to any property serviced under the area shall be the sole responsibility of the contractor.

6. RESPONSE TIME: Response times shall be as follows-

Non-Emergency Service Calls: "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

A. Respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.

B. Services will be performed during normal operation hours which are 7:00 am - 6:00 pm.

C. Contractor is expected to follow all noise ordinances set forth by the City.

7. REGULAR AND OVERTIME WORK HOURS:

A. Regular business hours are from 7:00 am to 6:00 pm Monday through Friday.

B. Weekends may be permitted on an as needed basis.

C. Overtime pay is only permitted in instances where the City deems the work to be necessary and prior written approval is given in advance of the work performed.

D. Approved overtime work performed in excess of regular work hours, on weekends, or on holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service.

E. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.

8. EMERGENCY CONTINGENCY SERVICES: The City is adding a contingency amount to the contract of $250,000 per year for services in the event of an emergency. The City will only invoke this clause if an emergency is declared by the Mayor. The Contractor shall-

A. Ensure that City properties take priority to help mitigate public health and safety risks.

B. Be onsite within 24 hours to begin emergency activities.

C. Assign additional staff as available to assist with cleanup.

Exhibit "A"

9. **PERMITS**: If the project requires permitting and inspections the Contractor shall-
   A. Assist City of Round Rock (CORR) representative with any information requested if a project permit is required.
   B. Notify the CORR representative prior to requesting an inspection to do a pre-inspection walk.
   C. Notify the CORR representative once an inspection has been requested and provide estimated date and time the inspection will take place.
   D. Notify the CORR representative of results of inspections.
   E. If any item does not pass inspection, it is the Contractor's responsibility to correct the item at no additional cost to the City.

10. **DESIGNATED CONTACT PERSON**: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact (POC) upon award of the contract.
   A. The City shall be provided with the designated person's name and telephone number.
   B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to internal personnel changes, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
   C. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
   D. The Contractor shall provide the City with a secondary POC if the primary POC will be unavailable.

11. **WARRANTY**: Successful Respondent shall provide at minimum a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

12. **ESTIMATES**: Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.
   A. Department name and location of the project.
   B. Contractor's designated contact name and telephone number.
   C. Breakdown of labor costs (Number of workers, hourly rate); also include the arborist's hours and rate.
   D. Materials (Detailed description, quantity, unit price, and extended price amounts).
   E. Total cost (Labor and materials).
   F. Description specifying work to be done.
   G. Time projected to complete the project.
   H. See Attachment C- Sample Work Order.

13. **INVOICE REQUIREMENTS**: Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
   A. The total hours worked and hourly rate for labor.
   B. Invoices shall have attached a copy of paid materials receipt from the supplier.
   C. See Attachment D- Sample Invoice.

14. **CONTRACTOR RESPONSIBILITIES**: The Contractor shall-
   A. Schedule all requested services in advance with the City's point of contact.
   B. Perform quality work and must be signed off and approved by City of Round Rock representative.
   C. Be responsible for removing all tree limbs and debris from the work area. All tree limbs and debris shall be disposed of in an appropriate manner approved by the City's Forestry Manager. The work site shall be

left in a clean, safe condition. Cost of damage caused by the Contractor to any property serviced under the agreement shall be the sole responsibility of the Contractor.

D. Properly dispose of all rubbish, woody materials, and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.

E. Visit and inspect the locations prior to the submittal of a project proposal. Submittal of the project proposal is evidence that the Contractor has familiarized themselves with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, pricing, and the equipment, materials, and labor required. Inspection must be scheduled by contacting the City's designated representative. Any variations in scope or pricing will only be considered on a case-by-case basis and must be approved in writing by the City POC prior to any work on said variation can begin. Contractor shall have full knowledge of scope of work and have ability to anticipate and ability to plan for variations prior to project start.

F. Provide a written quote/estimate for work to be performed. Work shall not be initiated without the City's consent in the form of a formal PO number.

G. Make all arrangements for delivery, unloading, receiving any equipment, material, and supplies for each project. The City will not assume any responsibility for these shipments.

H. Provide work reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:

   i. Location of the worksite,
   ii. Date and time of arrival at worksite,
   iii. Time spent for repair,
   iv. Date and time work at location is completed,
   v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
   vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed.
   vii. Be responsible for rental of any equipment that may be required to complete task.
   viii. Be responsible for any disposal fees.

I. Take all appropriate safety precautions including the placement of safety cones and other barriers as needed to secure the work area.

J. **Maintain Communication-** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

15. CITY'S RESPONSIBILITIES: The City will-

A. Provide the Contractor with a complete and accurate project overview with the request for estimate.

B. Provide the Contractor with the list of trees, diameter, ID number and work needed in advance. Unauthorized tree work is not allowed under the terms of this contract.

C. Coordinate scheduling with the Contractor.

D. Ensure work area is reasonably free of safety hazards.

E. Provide access to locations where services are required.

F. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.

G. Provide reasonable access to power and water utilities as needed to complete the project.

H. Inspect work performed to ensure compliance with the scope of work.

I. Review all invoices to ensure accuracy.

PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx

   Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

   - ☐ Attachment A- Reference Sheet
   - ☐ Acknowledged Addenda (if applicable)
   - ☐ Executive Summary which gives in brief, concise terms, a summation of the proposal. Include the following-

     Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

     Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

     Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
   - ☐ Segment requirements listed below.
   - ☐ A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities.
   - ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
   - ☐ Certifications and licenses required for all personnel working on City contract.

3. **EVALUATION CRITERIA:**

   A. Segment 1 – Respondent's Solution, Approach, & Timeline

      i. System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

      ii. Program Approach and Timeline: Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
         1) A description of your work program by tasks. Detail the steps you will take from the time the City calls for services to the completion of work.
         2) A description of the process you would take for the additional services of Tree insect and disease treatment, Soil aeration, root excavation, deep root fertilization and air spading services
         3) A description of how your organization would respond to the City's needs in response to an emergency contingency situation.

B. Segment 2 – Company Work Experience and Personnel

i. Prior Experience: Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

ii. Personnel: Include names, qualifications/licenses, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

i. Manpower. Itemize to show the following for each category of crew per hourly rate- rate applied for each category
ii. Itemized Cost of Supplies and Materials
iii. Total (not to exceed) Cost.

4. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City*.

A. Evaluation Criteria:

	Weights:
• Respondent's Solution, Approach, & Timeline (Segment 1)	35 pts
• Company Work Experience and Personnel (Segment 2)	35 pts
• Cost Proposal (Segment 3)	30 pts
Maximum Weight:	100 pts

B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.

C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.

D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

A. The method to provide a smooth and orderly transition of services performed from the current Contractor.

B. Provide City contact(s) information for implementation of the Agreement.

C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

Item Number	Item Name	Quantity Required	Unit of Measure	Unit Price
No Basket (10)				
#0-1	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3 person crew under direct supervision of certified arborist - Regular Hours (M-F 8:00AM to 5:00PM)	500	Per Hour	315
#0-2	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3 person crew under direct supervision of certified arborist - Emergency/Afterhours	40	Per Hour	450
#0-3	Stump Grinding Services per Hour	30	Per Hour	105
#0-4	Treatment of Tree - Oak wilt injection (includeslabor and materials)	30	Per Hour	195
#0-5	Treatment of Tree - Foliar insect disease treatment(includes labor and materials)	30	Per Hour	195
#0-6	Soil Aeration (includes labor and materials)	25	Per Hour	150
#0-7	Root Excavation (includes labor and materials)	25	Per Hour	125
#0-8	Deep Root Fertilization (includes labor andmaterials)	25	Per Hour	225
#0-9	Young Tree Structural Pruning	50	Per Hour	105
#0-10	Arborist Consultation Services - By certified arborist	20	Per Hour	185

Business Organization

The F.A. Bartlett Tree Expert Company, an international company, also does business as (dba) Bartlett Tree Experts. Its headquarters is in Stamford, CT, and its R.A. Bartlett Tree Research Laboratories facility is located in Charlotte, NC.

The Austin, Texas, office of Bartlett Tree Experts is part of Bartlett's Southwest Division that includes Texas, Colorado and Louisiana. Patrick Brewer is the Southwest Division manager and offices at the Austin location. Texas has six Bartlett offices: Austin, Dallas South Lake, Houston, San Antonio, and San Marcos.

Project Management Structure

Should Bartlett Tree Experts be awarded this contract, the Austin office would be the main service provider and Matthew Tobola, local manager and arborist representative, would be the main contact. Matthew will oversee all work performed and will dispatch the appropriate crews/technicians to perform all aspects of this IFB. Production employees will consist of Arborist Crew Leaders, Arborist Climbers, Arborist Grounds Person, and Arborist Plant Health Care Technicians.

As the Local Manager of the Austin Office, Matthew oversees four Crew Leaders, Five climber, one grounds persons, three technicians, and one field consulting arborists.

Authorized Negotiator

Mathew Farin, Vice President

1290 E. Main St
Stamford, CT 06902
(203) 323-1131

Segment 1

System Concept and Solution:

The scope of work is understood that Bartlett will provide a three person crew to provide tree pruning and removal services. Work will be completed in a timely manner as described in the scope of work. All work will be performed as directed by the City Forestry Manager in accordance with all ANSI pruning and safety standards. The same approach will be applied for stump grinding services, insect and disease treatment and root health.

Program Approach and Timeline:

Upon receiving a call from the City Forestry Manager, Matthew Tobola will be evaluate the work request and provide a written estimate within two days. If Matthew is unavailable to evaluate the work, Kevin Bulla will accomplish this task. Once the PO has been issued, work will commence within five days of the original request, as per the scope of work.

A work order will be generated, detailing the work to be done. This will be given electronically to the crew leader assigned to the job. He will follow the specifications outlined in the work order. Upon

completion of the work, an inspection will be done by Matthew to ensure the work was completed to the specifications outlined in the work order. Once the work is satisfactory, an invoice will be submitted to the City.

The above approach will be the same for the additional services to include; insect and disease treatments, soil aeration, root excavation, deep root fertilization and air spading services.

Additional Crew and Equipment Availability in Special Circumstances

Local Bartlett offices benefit from the support of other Bartlett offices in their respective Divisions – and even in the country. This is especially important during storm emergencies. During hurricane Ike in Houston, for example, Bartlett provided crews and equipment from other Texas offices and flew in additional crews from the Northeast to help with storm cleanup. More recently, crews from Bartlett offices in New York, Pennsylvania, South Carolina, Florida and Arizona were sent to our Austin office, to assist with storm damage resulting from the ice storm in 2023. Each Bartlett office maintains a storm emergency plan.

Another situation in which shared crews can help is for large jobs that must be done in a short window of time. We call this our "A-Team" program, in which other offices may be asked to send a one or more trained production employees to help complete a large job in another regional office. Since Bartlett's safety and production training is consistent throughout all offices, property owners/managers can be assured that Bartlett employees on their properties are trained according to ANSI standards and Bartlett protocols.

Segment 2:

Company Work Experience

Among the contracts that Bartlett services in the Austin area are two commercial ones that provide a broad range of examples of services required in the IFB. Bartlett has serviced Cousins Properties and The Domain POA (through Endeavor Real Estate) for over 15 years. The following is only a sampling of the large volume of services we provide to these companies annually.

Cousins Properties

DATE	SERVICE CATEGORY	SPECIFIC SERVICE
March 2020	Pest Treatment	Apply a systemic soil treatment to the following plant to help suppress midges. · shin oaks located at the along Altera at the new park
October 2021	Disease Treatment	Apply a systemic root flare injection treatment to the following plant to help suppress bacterial leaf scorch disease. · two red oaks located at the median and just west of the court yard area along Esperanza
February 2023	Deep-root fertilization	Apply Boost Texas 25-5-10-12S to the following plant and location to help promote growth and vitality. · 75 live oaks and red oaks located at the street along Esperanza Dr.
February 2023	Pruning & Removal	Storm response to prune the multiple Live Oaks located at the central park, dog park. Damage caused by severe weather event of 02/01/2022. Remove resulting debris and recycle wood products responsibly.

The Domain POA (Endeavor Real Estate)

DATE	SERVICE CATEGORY	SPECIFIC SERVICE
September 2017	Deep-root fertilization	Applied Boost Texas 25-5-10-12S to promote growth and vitality to shin oaks at the new park and to live oaks, Monterey oaks, and chinquapin oaks at the park off Altera.
September 2017	Air spading/root excavation	Used an Air-Spade™ and compressor to excavate soil from the lower stem of shin oaks at the new park to expose the root collar to reduce risk of insect and disease infestations and to promote plant health.
September 2017	Pruning	Pruned 8 live oaks near retention pond to 1) clean to remove all dead, diseased, and broken branches 2 inches in diameter and larger throughout the crown to improve health and appearance and to reduce risk of branch failure and 2) raise lower branches to a height of 8-10 feet to improve clearance over ground.
September 2016	Removal	Dismantled dead live oak located at the corner of Altera and Gault. Left stump as close to grade as possible and removed resulting debris.

Additional Company Consultation Experience

The Arborist Representatives in the Austin office provide consultation services to commercial entities from time to time. These services often involve tree survey and health assessments, tree risk assessments, specifications for preserving trees at development sites, and transplant feasibility assessments of established trees. Two recent examples follow:

DATE	SERVICE CATEGORY	COMPANY	SPECIFIC SERVICE
April 2018	Consultation	TBG Partners	Matthew Tobola performed a visual inspection from the ground of 200+ heritage trees at a large property in NW Austin. Took diameter measurements, assigned a health rating to each tree, and provided a written report.
December 2022	Consultation	Cousins Properties	Perform a visual assessment and inventory of all trees that are larger than 4 inches in stem diameter (DBH) in order to provide information to assess value and to develop a comprehensive landscape management program. Bartlett Tree Experts will coordinate all job planning and scheduling, equipment requirements, and work crew staffing and management pertaining to safe and professional execution of this assessment and inventory service. Data collection and inspection will generally occur within 30-60 days of receiving this signed proposal.

			A written tree management plan (1 copy) will be provided, usually within six weeks of completion of the tree assessment phase. SPECIFIC SCOPE OF WORK: * tree selection criteria and inventory methodology used * map of tree locations * tree descriptions including: - ID number - species - trunk diameter (measured at 54 inches) - condition class (good, fair, poor, dead) - age class (new planting, young, semi-mature, mature, over-mature) - estimated height class (large, medium, small) - plant health care recommendations, If any. - tree and shrub work recommendations such as: pruning, removal, structural support installation, and/or lightning protection system installation - tree and shrub work phase (1, 2, 3, 4, or 5) - observed conditions of concern/defects - observed pests/diseases - estimated tree asset value

Individual Work Experience & Qualifications

Enhancing their experience and qualifications, the production employees that would be available for this project participate in systematic training in safety and best practice. The *Bartlett Tree Experts Safety and Health Plan*, published in both English and Spanish, is designed to meet and exceed all federal, state, and local safety and training requirements, including adherence to **ANZI Z-133**.1 standards. Each office has a Local Office Safety Coordinator (LOSC) who provides training, mentorship to new employees, and assists with job site safety inspections and reinforcing safety at job sites. Bartlett also provides a Division Safety Coordinator who manages OSHA and other compliance, plans trainings at the division and corporate levels, and serves on or provides input to the corporate safety committee.

Verification of safety training is recorded in an electronic system that tracks completion, expiration dates, and other requirements. Each Bartlett office also holds weekly safety meetings that are based on the Bartlett Tree Experts *Weekly Safety Tailgate Program.* These meetings are documented with employee signatures. All production employees must wear, at all times as applicable, personal protective equipment such as ear plugs, safety glasses, chainsaw chaps, gloves, safety boots, and hard hats.

Bartlett's Southwest Division hosts regional safety and production trainings on topics ranging from equipment safety to the latest safe climbing gear and practices to proper pruning and removal techniques. Our production training and practices adhere to **ANSI A-300** pruning standards.

Additional Qualifications

The following are among distinctions that make Bartlett additionally qualified to provide tree-care service to the City of Round Rock:

Required Crew Qualification in First Aid, CPR, and Aerial Rescue

Among other requirements for preserving the safety and well-being of persons and property in doing our work, Bartlett requires that all production employees be trained and certified annually in first aid, CPR, and aerial rescue.

Bartlett Tree Research Laboratories – Services and Support

Key support that the Bartlett Lab provides includes

- technical and career training to the Bartlett representatives, technicians, and workers who care for the trees and shrubs on client properties;
- plant diagnostics and soil analysis, results of which are provided to Bartlett representatives via our online delivery system;
- ongoing research, highly regarded in the arboriculture industry, that includes developing organic approaches to fertilizing and pest management, and performing studies on tree health, structure, and tree risk issues; and
- technical reports that Bartlett representatives often use in client and community education efforts.

Leader in Green Initiatives

Bartlett is one of the first companies to develop and implement an integrated pest management program that uses alternative products and methods for control of pests and diseases. Bartlett has also developed Boost® Natural, the only organic-based fertilizer that meets industry standards for supplying nutrients in a single application. This product is approved for listing by the Organic Materials Review Institute.

Bartlett is committed to using environmentally sustainable products and equipment. We use alternative fuel sources in many of our operating areas and are working to expand their use in our fleet. Bartlett requires that each office dispose of its wood waste at a facility, wherever available, that recycles that material. Bartlett's Austin office uses such facilities.

TCIA Accreditation and Safety Award Distinction

The Austin of Bartlett Tree Experts first achieved TCIA (Tree Care Industry Association) Accreditation in 2008. (See the appended copy of the certificate.) This rigorous process, which aims to hold the company to the highest standards of business conduct and operation, includes

- an on-site audit of the office to ensure compliance to OSHA regulation, ANSI tree-care safety and practice standards, and responsible record keeping of all business interaction and safety/regulatory requirements; and
- a job-site visit to inspect production crews and their handling of safety measures, job completion strategy, and proper tree-care practices.

Bartlett Tree Experts has the distinction of having received the TCIA Safety Award 15 times within the last 15 years.

EQUIPMENT

The Austin office of Bartlett Tree Experts possesses a broad range of equipment necessary to carry out the services indicated in the IFB. Each Bartlett office is required to have vehicles and equipment inspected/serviced on a quarterly basis, and a record of this maintenance is entered into our online system. This process includes tracking when inspection and licensing renewals are due. This program reduces the chance of breakdown and equipment wear, and it encourages safer and more efficient operation.

Exhibit "A"

A list of vehicles and equipment available for this project appears in the following table:

ITEM	YEAR	MAKE/MODEL	COMMENTS
Bucket Truck	2021	Freightliner M2106	Rear-mounted boom.
Tree Truck	2016	Freightliner M2106	All tree trucks include forestry bed for receiving chipped wood and dumping. Includes lift gate.
Tree Truck	2012	Freightliner M2106	
Tree Truck	2015	HINO 268A	
Plant Health Care Rig (for pest & soil management)	2015	ISUZU NRR	Full capability to apply pest management treatments up to 100 feet and to inject soil management fertilizers and nutrients.
Plant Health Care Rig	2019	HINO 258ALP	Full capability to apply pest management treatments up to 100 feet and to inject soil management fertilizers and nutrients.
Root Invigoration Rig with Chip Box	2014	ISUZU NRR	A versatile truck that we use to haul compost to job sites, among its other uses.
¾-Ton Pick-up	2008	Chevy 2500 4X2	Work truck.
Brush Chipper	2014	Bandit 990	Accommodates approximately 12-inch diameter branches.
Brush Chipper	2012	Bandit 990	Accommodates approximately 12-inch diameter branches.
Brush Chipper	2007	Vermeer BC1500	Accommodates approximately 15-inch diameter branches.
Brush Chipper	2007	Vermeer BC1500	Accommodates approximately 15-inch diameter branches.
Stump Grinder	2000	Carlton 2300	Fits through small gates. Self-propelled to go long distances from unloading area if necessary.

Exhibit "A"

ITEM	YEAR	MAKE/MODEL	COMMENTS
Trailer	2015	CAM	
Trailer	2013	Big Tex	
Compressor	2013	ATS 185	
Compressed-Air Excavation Tool	--	Air-Spade™	Works with compressor to excavate while avoiding damage to roots and underground utilities.
Log Loader	2021	Little Giant	Can lift logs between 1000-1500 lbs.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067103

Date Filed:
09/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The F.A. Bartlett Tree Expert Company
Stamford, CT United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
0000000 Tree Pruning and Remov
Tree Pruning and Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ingram , James	Stamford, CT United States	X	
Donnelly, Carol J.	Stamford, CT United States	X	
Farin, Matthew	Stamford, CT United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew Farin, and my date of birth is [redacted].

My address is 18 Boggs Hill Rd (street), Newtown (city), CT (state), 06470 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Stamford County, State of Connecticut, on the 1st day of September (month), 2023 (year).

Matthew Farin

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067103

Date Filed:
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Date Acknowledged:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The F.A. Bartlett Tree Expert Company
Stamford, CT United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0000000 Tree Pruning and Remov
Tree Pruning and Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ingram , James	Stamford, CT United States	X	
Donnelly, Carol J.	Stamford, CT United States	X	
Farin, Matthew	Stamford, CT United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.4

Title: Consider a resolution authorizing the Mayor to execute a Quantity Adjustment/Change Order No. 2 with Patin Construction, LLC for the Heritage Trail West Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: $345,704.00

Indexes: 2017 General Obligation Bonds; Hotel Occupancy Tax Fund; Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-268

This Change Order with Patin Construction includes wrapping a bridge abutment with limestone block. The original contract called to keep the abutment as its existing finish (natural concrete) but as everything was being completed around it, the decision was made to clad it with rock for aesthetic reasons. Additionally, this change order includes adding irrigation and landscaping around the Stagecoach Inn. This scope was not originally included because at the time of original bid (prior to the bankruptcy), the Stagecoach Inn Rehabilitation Project was not planned. Since the Stagecoach Inn is now being rehabilitated, it makes sense to do the landscape and irrigation at the same time. This scope of work will be paid for utilizing the Hotel Occupancy Tax Fund. Finally, this change order includes replacing the water line under the creek and farther to the south. Originally, the plan to upgrade the water line stopped on the norther side of Brushy Creek. However, when the contractor uncovered the line, it was determined that it was installed improperly and needed to be moved completely. The Utilities Department requested to continue the replacement under Brushy Creek and farther south since the road is currently closed and the relocation wouldn't require a subsequent road closure. This scope of work will be paid for by the Water Self-Finance Construction budget.

The Heritage Trail project includes a 10' wide trail detailing the history of Round Rock as a timeline. The project spans from the Bathing Beach at Chisholm Trail Road to Mays Street and include improvements at Bathing Beach Park, Chisholm Trail Crossing Park, and Memorial Park. The programmatic elements of the project will include historical, educational, arts & cultural, and general park elements. All elements

encourage community events and development revitalization along the corridor.

Cost: $345,704.00

Source of Funds:Hotel Occupancy Tax Fund, Self-Financed Water Construction, 2017 GO Bonds

RESOLUTION NO. R-2023-268

WHEREAS, the City of Round Rock has previously entered into a contract ("Contract") with Patin Construction, LLC for the Heritage Trail West Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 2 to the Contract with Patin Construction, LLC for the Heritage Trail West Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____

MEAGAN SPINKS, City Clerk

EXHIBIT "A"

Contract Quantity Adjustment/Change Order

rev. 01/16

Department: PARD

Project Name: Heritage Trail West Date: 8/23/23

City Project ID Number _____ Change Order/Quantity Adjustment No. 2

Vendor: Patin Construction 3800 W. Second St., Taylor, Texas 76574 512.269.1071
(Company Name / Address / Phone No.)

Justification

It was determined that the bridge abutment wall at the northern edge of Brushy Creek should be wrapped in limestone block to provide a better aesthetic finish. Additinally, landscape and irrigation was originally left out of the scope of work from the Stagecoach Inn area because the rehabilitation of the Stagecoach Inn was not planned. When that project was approved, it was decided to complete the landscape in that area to make the area look completed. Finally, while relocating the water line, a large issue was uncovered with the alignment and pipe type and Utilities requested that Patin replace the water line south of the low water crossing, including boring under Brushy Creek. This will allow easier access to the water line in the future for repairs.

SUMMARY	**Amount**	**% Change**
Original Contract Price:	$19,500,000.00	
Previous Quantity Adjustment(s):	$0.00	
This Quantity Adjustment:	$0.00	
Total Quantity Adjustment(s):	$0.00	
Total Contract Price with Quantity Adjustment(s):	$19,500,000.00	
Previous Change Order(s):	$20,280.00	0%
This Change Order:	$345,704.00	2%
Total Change Order(s) To Date:	$365,984.00	2%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	$19,865,984.00	
Difference between Original and Adjusted Contract Prices:	$365,984.00	
Original Contract Time:	480 days	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	15	
New Contract Time:	495 days	

Submitted for Approval

Prepared By: _____ KATIE BAKER, PARK DEV. MGR, CORR 8/29/23
(Signature / Printed Name, Title, Company / Date)

Approvals

Contractor: _____ JEFF BIRKHEAD, CHIEF ESTIMATOR, PATIN 8-29-23
(Signature / Printed Name, Title, Company / Date)

City Project Manager: _____ KATIE BAKER PARK DEV. MGR. 8/29/23
(Signature / Printed Name, Title / Date)

Mayor/City Manager _____
(Signature / Printed Name, Title / Date)

ROUND ROCK

rev. 01/16

Contract Quantity Adjustment/Change Order

Project Name: Heritage Trail West

Quan. Adj./Change Order No.: 2

Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
1	Rock cladding at bridge abutment	LS	1	$22,572.00	$22,572.00	
2	Irrigation and Landscaping at Stagecoach Inn	LS	1	$152,082.00	$152,082.00	
3	Water line replacement and Road Bore	LS	1	$171,050.00	$171,050.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
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					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				TOTALS:	**$345,704.00**	**0**

ROUND ROCK TEXAS

rev. 01/16

Contract Quantity Adjustment/Change Order

Project Name: Heritage Trail West

Quan. Adj./Change Order No.: 2

Quantity Adjustment Data

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
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					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				TOTALS:	$0.00	0

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1066063

Date Filed:
08/30/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Patin Construction LLC
Taylor, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023
Heritage Trail West - Change Order #2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tim Patin, and my date of birth is __.

My address is 3800 West 3rd Street, Taylor, TX, 76574, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 30th day of August, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1066063

Date Filed:
08/30/2023

Date Acknowledged:
09/01/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Patin Construction LLC
Taylor, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023
Heritage Trail West - Change Order #2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.5

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Waeltz & Prete, Inc. for the Old Settlers Park - Lakeview Area Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: $543,949.56

Indexes: 2023 General Obligation Bonds

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-269

This item will allow Waetz & Prete to continue their design of the stage area. Originally, Waeltz & Prete was under contract to permit the stage through WCID. However, since the bond passed, PARD has expanded his scope to include the stage, pavilion, restroom, Joanne Land Playground relocation and surrounding landscape improvements. Many of these projects are also within the WCID inundation easement so it makes sense to include those items in Waeltz & Prete's scope. This will limit the number of applications and plan review/approvals through WCID. The original contract with Waeltz & Prete only included permitting (not bidding and construction administrationn) and will be terminated with the remaining scope and balance will be transferred to this new contract.

Currently, the City hosts 3 major events where a stage rental is required - Juneteenth, July 4th, and Light up the Lake. On average, the City spends over $100,000 annually on the stage rentals for these events. By constructing a permanent stage structure, the City will save the annual rental fees, as well as gain some revenue from pavilion rentals since the stage will operate as a pavilion when not in use for City events. Additionally, the City will be able to relocate events that have outgrown the downtown area to this location, allowing for continued growth. In addition to the stage, this project includes the design of a much larger pavilion and restroom that will be able to host the events and concerts at the park. It will also include infrastructure to allow the restroom to be removed from a septic system. Finally, the project will include electrical improvements, landscape improvements, and the relocation of the Joanne Land Playground.

Cost: $543,949.56

Source of Funds: 2023 General Obligation Bonds

RESOLUTION NO. R-2023-269

WHEREAS, the City of Round Rock ("City") desires to retain professional consulting services related to the Old Settlers Park – Lakeview Area Project; and

WHEREAS, Waeltz & Prete, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Waeltz & Prete, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for the Old Settlers Park – Lakeview Area Project with Waeltz & Prete, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES RELATED TO OLD SETTLERS PARK – LAKEVIEW AREA PROJECT WITH WAELTZ & PRETE, INC.

THE STATE OF TEXAS	§	
	§	
THE CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THIS AGREEMENT for professional consulting services related to the Old Settlers Park – Lakeview Area Project (the "Agreement'), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and WAELTZ & PRETE, INC., located at 211 North A.W. Grimes Boulevard, Round Rock, Texas 78665 (the "Consultant").

RECITALS:

WHEREAS, professional services related to the Old Settlers Park – Lakeview Area Project, specifically engineering, architectural, and landscape architectural services for the design of a pavilion, restroom, stage and seating area, parking lot modifications, trail reconstruction, and utilities, are desired by the City (the "Project"); and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract with Consultant for these services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall commence upon execution and terminate upon successful completion of the services. The Project is estimated to be completed no later than August 25, 2025.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.0 CITY SERVICES

City agrees to provide the services to Consultant as described in Exhibit "A" titled "City Services," incorporated herein by reference for all purposes.

3.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "B" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" in the pursuant to the schedule set forth in Exhibit "C," attached hereto and incorporated herein by reference. Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

4.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "B," and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 10.0.

5.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Five Hundred Forty-Three Thousand Nine Hundred Forty-Nine and 56/100 Dollars (543,949.56)** as set forth in Exhibit "D" titled "Fee Schedule," incorporated herein by reference for all purposes.

6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to

Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.0 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf and as set forth in the attached Certificate of Insurance (Exhibit "E"), incorporated herein by reference for all purposes.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

(a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or

(b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or

(c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or

(d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

10.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

11.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

12.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

13.0 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

(1) Consultant has the right to perform services for others during the term hereof.

(2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.

(3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

(4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

(5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

(6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.

(7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

14.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the

extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

15.0 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

16.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

17.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

18.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

19.0 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

(1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;

(2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or

(3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

20.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. 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 a contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of

at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has 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 this Agreement on behalf of Consultant verifies Consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, 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 hereunder.

22.0 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Katie Baker
Park Development Manager
Parks and Recreation Department
301 West Bagdad, Suite 250
Round Rock, Texas 78664
(512) 341-3345
kbaker@roundrocktexas.gov

23.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(1) When delivered personally to recipient's address as stated herein; or

(2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Waeltz & Prete, Inc.
211 North A.W. Grimes Boulevard
Round Rock, Texas 78665

Notice to City:

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

AND TO:

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

24.0 APPLICABLE LAW AND ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

25.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

26.0 DISPUTE RESOLUTION

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

27.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28.0 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

29.0 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

30.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

31.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Waeltz & Prete, Inc.

By: A. Prete
Printed Name: Antonio A. Prete
Title: President
Date Signed: 04 Aug 23

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT "A"

SERVICES TO BE PERFORMED BY THE CITY

The following services shall be provided by the City of Round Rock for this project at no cost to the consultant or their sub-consultants:

1. All available "Record Drawings" for previous projects in the area of the proposed improvements. Additionally, any other available documents that would facilitate the Engineering scope, such as, previous reports, test records, easement documents, system maps, etc.
2. Assign a Project Manager to act as the project coordinator and to advise the consultant of all City of Round Rock issues relating to the analysis, design and /or construction of the project.

EXHIBIT "B"

SERVICES TO BE PERFORMED BY THE ENGINEER

BASIC SCOPE OF SERVICES

1. PROJECT START-UP:

a. Project Kick-Off Meeting. Coordinate with the City of Round Rock to identify project goals, schedules, and design elements.
b. Gather, assemble, and review existing As-Built information within project limits.
c. Site visit.

2. PROJECT COORDINATION & MEETINGS:

a. Project coordination meetings with the City of Round Rock throughout the design process (Assumes 4 ~ 2 hour meetings: 30%, 60%, 90%, 100%).
b. Coordinate and meet with the project Team for items such as schedule, design coordination, and deliverables (Architect, Landscape Architect, Geotechnical Engineer, & Surveyor).

DESIGN PHASE (SD / DD / CD):

Waeltz & Prete, Inc. shall prepare detailed construction plans for the project. The project scope includes the design of a pavilion structure, restroom building, concrete stage with stone cladded retaining walls, mass grading of lawn seating area, parking lot/trail modifications, conversion of Harrel Parkway into a featured promenade node, relocation of Joanne Land Playground, driveway path for the "Beast". Services to include preparation of construction drawings, specifications.

3. SCHEMATIC DESIGN (SD - 30%):

a. Prepare preliminary site plan based upon the Owner's approved Concept Plan. Preliminary plan to include site elements identified in the Concept Plan, schematic design of water & wastewater services & off-site wastewater main, preliminary drainage & storm water management concepts.
b. Prepare plan submittals at 30%.
c. Prepare "Engineer's Opinion of Probable Construction Cost" for 30% submittal.
d. QA/QC – In house & sub-consultants peer reviews.

4. DESIGN DEVELOPMENT (DD - 60%):

a. Refine and finalize the preliminary site plan elements in accordance with the Design Development concept. This includes providing mass grading, final alignments for utilities, and identifying material and finish selections.
b. Prepare plan submittals at 60%.
c. Revise "Engineer's Opinion of Probable Construction Cost" for 60% submittal.

d. QA/QC – In house & sub-consultants peer reviews.

5. CONSTRUCTION DRAWINGS (CD – 90% & 100%):

The Final Construction Drawings will include:

a. City of Round Rock General Construction Notes and Project Specific Notes.
b. Overall Project Site Plan.
c. Demo Plan
d. Erosion, Sedimentation, & Tree Protection Plan.
e. Dimensional Control Plan.
f. Grading and Drainage Plan.
g. Utility Plans (Includes +/- 1,300 LF of off-site wastewater line main and on-site utility connections.
h. Construction Details, as required.
i. Architectural Construction Plans (By Mode Design Group)
j. Landscape Architectural Plans (By Ecoland Design Group)
k. Prepare plan submittals at 90%, and 100%.
l. Revise "Engineer's Opinion of Probable Construction Cost" for 90% & 100% submittal.
m. QA/QC – In house & sub-consultants peer reviews.

6. PERMIT PROCESSING:

a. Process plans for approval through the City of Round Rock's Parks and Recreation Department,
b. Submit Plans to TDLR.

7. WCID ENCROACHMENT PERMIT:

a. Prepare and submit for approval, the WCID encroachment permit per the Check List provided by the WCID.

8. STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

a. Preparation of a Storm Water Pollution Prevention Plan.
b. Assist Owner and Contractor with NOI submission.

9. BIDDING:

a. Preparation of the City of Round Rock's standard contract documents and specifications.
b. Issue addendums/clarifications, if required.
c. Attend and preside over the pre-bid conference & bidding opening.

d. Prepare bid tabulations and assist the City of Round Rock with the evaluation of bids and recommendations of the Contractor.
e. QA/QC – In house & sub-consultants peer reviews

10. CONSTRUCTION PHASE:

a. Attend and preside over the preconstruction meeting.
b. Attend bimonthly project progress meetings (assumes 12 months construction).
c. Assist with pay application reviews and recommendations.
d. Review of submittals, shop drawings, and samples.
e. Respond to RFI's, if required.
f. Periodic site visits (Assumes 2 per month).
g. Preparation of final punch list.
h. Issue "Engineer's Concurrence Letter" at project completion.
i. Preparation of "Record Drawings". Waeltz & Prete will make changes to plans based upon Contractor's "mark-ups".

11. TOPOGRAPHIC SURVEY (SUB-CONSULTANT – DIAMOND SURVEY):

a. Waeltz & Prete will secure the surveying services from Diamond Survey for professional land surveying. The scope will be to provide tree & topographic survey. Their proposal and detailed scope of service is attached directly behind the Civil Scope of Services.

12. ARCHETECHTURAL SERVICES (SUB-CONSULTANT – MODE DESIGN GROUP):

a. Waeltz & Prete will secure the Architectural services from Mode Design Group for professional architecture. The scope will be to provide design for a Pavilion and Restroom structure. and Stage foundation. The Architect will sub-contract Structural Engineer & MEP services. Their proposal and detailed scope of service is attached directly behind the Civil Scope of Services.

13. LANDSCAPE ARCHETECURAL SERVICES (SUB-CONSULTANT – ECOLAND DESIGN GROUP):

a. Waeltz & Prete will secure the Landscape Architectural services from Ecoland Design Group for professional landscape architecture. The scope will be to provide design for hardscape and landscape for the project area. Their proposal and detailed scope of service is attached directly behind the Civil Scope of Services.

14. GEOTECHNICAL SERVICES (SUB-CONSULTANT – SCI ENGINEERING):

a. Waeltz & Prete will secure the Geotechnical services from SCI Engineering for professional geotechnical recommendations. Their proposal and detailed scope of service is attached directly behind the Civil Scope of Services.

15. REIMBURSABLE EXPENSES:

a. All copying, purchases of maps and documents, tax certificates, deeds, plats, printing of reports and plans, mailing, courier, express/overnight and other related expenses shall be charged at cost.

CLARIFICATIONS

- It is assumed that no FEMA CLOMR or LOMR will be required for the project. It is expected that we will provide compensatory cut/fill for floodplain mitigation.

EXCLUSIONS

- Conflict Resolution
- Legal Lot Determinations
- Off-Site Designs of Any Nature
- Wastewater System Modeling
- Geotechnical Construction Testing Lab Services
- Environmental Studies
- Platting
- Traffic Impact Analysis
- Construction Staking
- Subsurface Utility Engineering
- Assembly and Recording of Legal Documents
- Governmental Fees & Fiscal
- Preparation & Processing of Waivers, or Variances
- FEMA CLOMR/LOMR

(End of Basic Scope of Services)

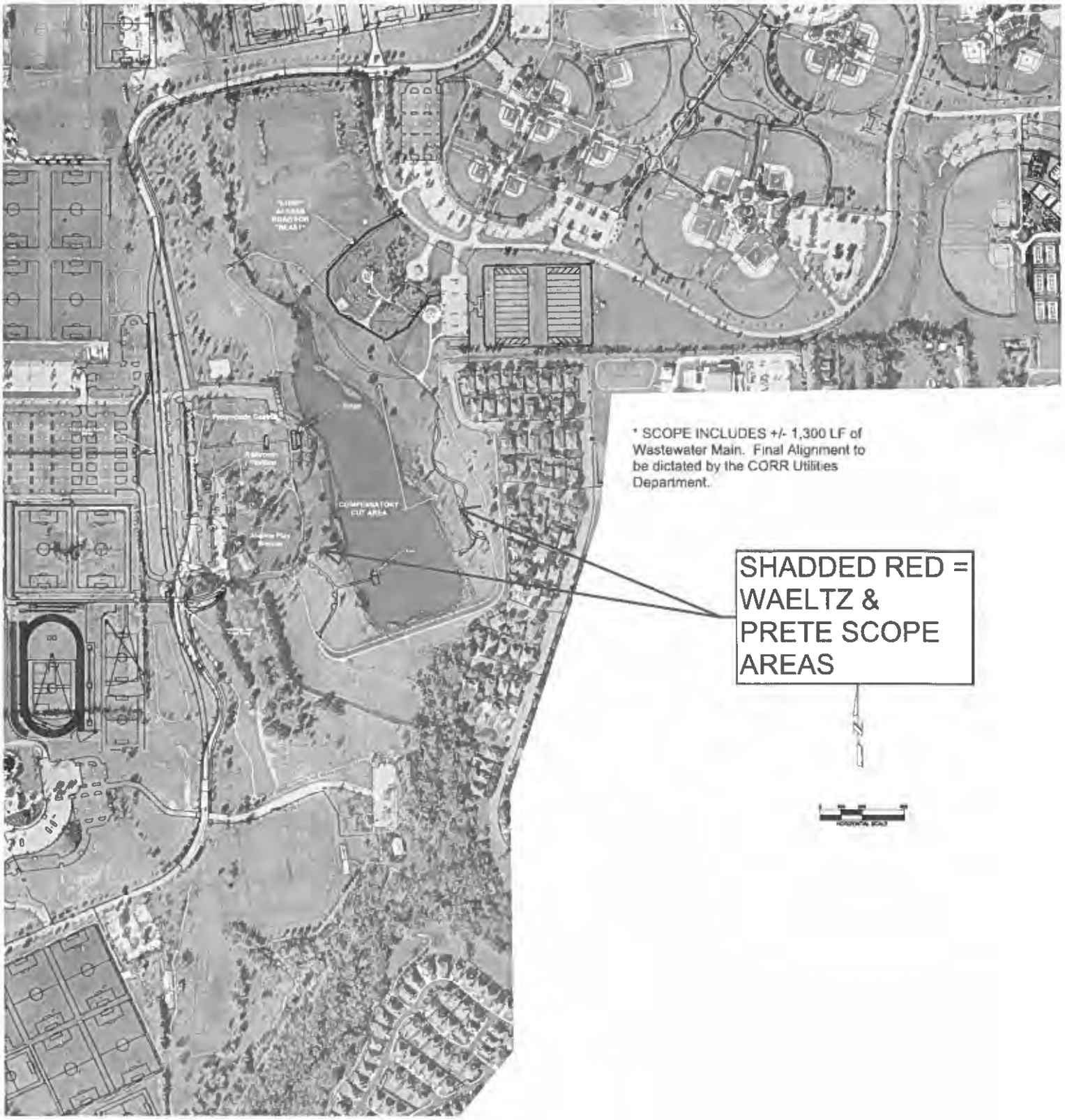

* SCOPE INCLUDES +/- 1,300 LF of Wastewater Main. Final Alignment to be dictated by the CORR Utilities Department.
SHADDED RED = WAELTZ & PRETE SCOPE AREAS

EXHIBIT 'B' -
LINE ITEM 11

<> Diamond Surveying, Inc.

Shane Shafer
116 Skyline Road
Georgetown, TX 78628
Phone 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
shane@diamondsurveying.com

Proposal No. 2023-WPI OLD SETTLER PARK AREAS 3 – 5 TOPO-TREE SURVEY

July 10, 2023

Waeltz & Prete, Inc.
211 N. A.W. Grimes Blvd
Round Rock, TX 78665

Attention: Mr. Tony Prete, P.E.

Re: Proposal for survey services relating to performing a topographic and tree survey (locate all tree within the survey limits - see attached map for survey limits for Areas 3 – 5). And for an approximate 1,300 linear feet by 25' wide route topographic and tree survey for wastewater line. (Route to be determined by Project Engineer. Being located in Old Settlers Park, Round Rock, Texas.

We are pleased to submit our proposal for services related to the above referenced project. Below is our list of proposed Scope of Services and basis of Compensation:

Scope of Services:

1. Areas 3 – 5 Topographic and Tree Survey and approximately 1,300 liner feet by 25' wide route Topographic & Tree Survey: Perform office and field work necessary for a topographic and tree survey (locate all trees within the survey limits - see attached map for survey limits). Surveyor shall locate above ground utilities. Including a Utility One-Call (811 Digtess) request to mark underground utility lines. Surveyor shall tie pin flags and paint stripes as marked on the ground by utility locate companies. Surveyor shall take sufficient ground shots to produce one (1) foot contours. Bearing Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this project will be surface coordinates based on a combined surface adjustment factor of 1.00011 per existing survey for Areas 1 and 2. Vertical Datum: NAVD-88 (GEOID 12A). Surveyor shall set a minimum of two (2) additional site benchmarks and four (4) additional survey control points to be used during the construction phase of Project. Surveyor shall send electronic ACAD file with survey data to Project Engineer. This does not include a signed and sealed paper plot ACAD file only.
   Fee for item 1: $22,780.00

Basis of Compensation:

We propose to provide the above listed services on a lump sum basis:

Total for the above listed scope of services shall be for a **total lump sum amount of $22,780.00**.

We shall begin work on this project immediately upon receipt of signed contract. If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files.

Thank you for the opportunity to be of service for this Project. We look forward to being a part of this project.

Sincerely,

Shane Shafer, R.P.L.S.

PROFESSIONAL SERVICES AGREEMENT

Waeltz & Prete, Inc., as CLIENT, engages **Diamond Surveying, Inc.**, as SURVEYOR to perform professional services for the assignment described as follows:

Survey services relating to performing a topographic and tree survey (locate all tree within the survey limits - see attached map for survey limits for Areas 3 – 5). And for an approximate 1,300 linear feet by 25' wide route topographic and tree survey for wastewater line. (Route to be determined by Project Engineer. Being located in Old Settlers Park, Round Rock, Texas.

I. SERVICES: SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions. See attached **Proposal No 2023-WPI OLD SETTLER PARK AREAS 3 – 5 TOPO-TREE SURVEY dated July 10, 2023.**

II. COMPENSATION: SURVEYOR'S compensation will be on a lump sum basis for professional services as follows:

Total for the services listed on **Proposal No 2023-WPI OLD SETTLER PARK AREAS 3 – 5 TOPO-TREE SURVEY dated July 10, 2023** shall be for a **total lump sum amount of $22,780.00.**

If the Surveyor is requested to perform additional services not included in the Scope of Services listed on **Proposal No 2023-WPI OLD SETTLER PARK AREAS 3 – 5 TOPO-TREE SURVEY dated July 10, 2023,** then the Client will be informed that additional charges will apply, and upon Client's approval of these charges the additional work will be performed.

III. PAYMENTS: SURVEYOR will be paid in full for total amount earned under this Agreement. CLIENT agrees to pay SURVEYOR at his office in Georgetown, Texas, the full amount of all invoices within fourteen (14) days of receipt of any invoices.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed $50,000.

VI. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On Termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).

VIII. SUCCESSORS AND ASSIGNS: CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.

IX. SPECIAL PROVISION: This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below: Attached letter **Proposal No 2023-WPI OLD SETTLER PARK AREAS 3 – 5 TOPO-TREE SURVEY dated July 10, 2023** forms a part of this agreement.

X. INVALIDATION: If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.

XI. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

Waeltz & Prete, Inc.	**Diamond Surveying, Inc.**
By:_____	**By:** 
Printed name:_____	**Shane Shafer, R.P.L.S.**
Date:_____	**Date: July 10, 2023**

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... $170.00 per day/per person

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

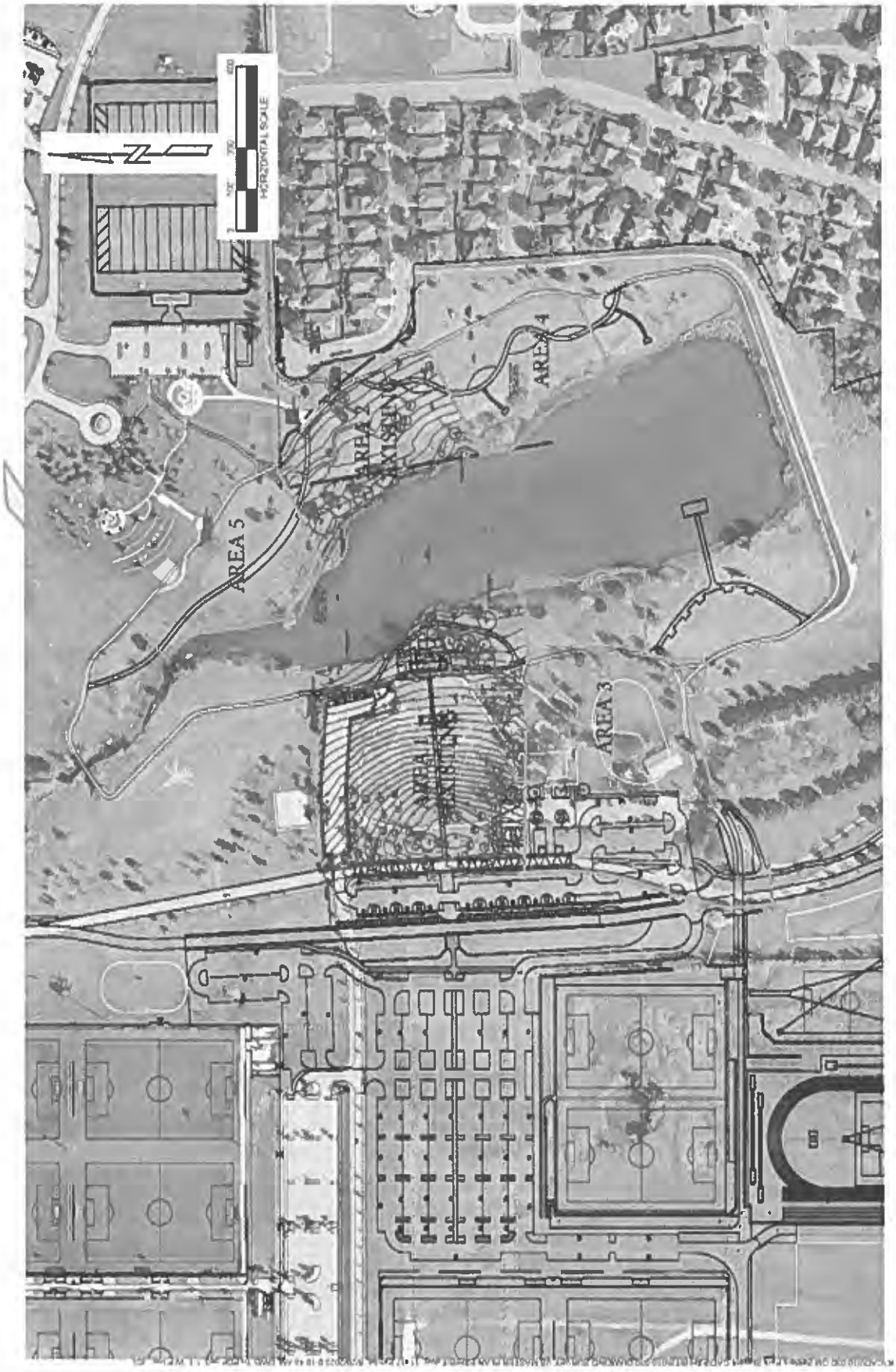
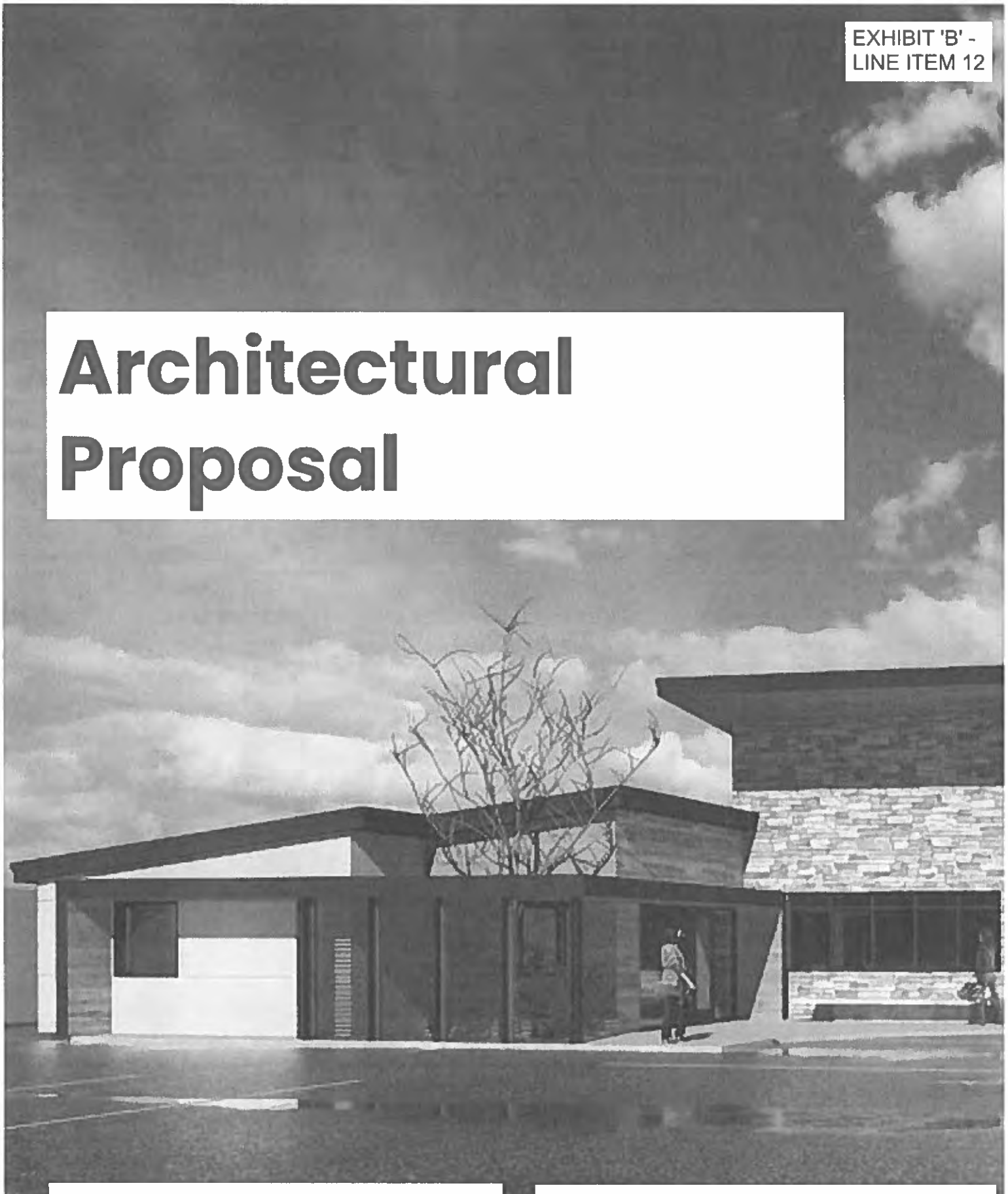

HORIZONTAL SCALE
AREA 5
AREA 4
AREA 3

EXHIBIT 'B' -
LINE ITEM 12

Architectural Proposal



Prepared for:
TonyPrete
Waeltz & Prete, Inc.

Prepared by:
RyanHansanuwat
MODE Design Company

RE: Fee Proposal for Lakeview Pavilion in Round Rock, TX

Please find enclosed our detailed proposal for your kind consideration.

MODE Design Company is pleased to submit the following proposal for Architectural Consulting and Engineering Services.

The following proposal is based on the understanding that this project will be an approximate 12,000 sf open-air, split-level pavilion and single story restroom building.

Basic services include schematic design, code analysis, design documents, construction documents to be used for permitting, bidding and construction. Basic services also include bidding assistance and construction observation services as described herein. The construction documents will include industry standard architectural, structural engineering, mechanical engineering, electrical engineering and plumbing engineering drawings and specifications.

Civil Enginering, Geotechnical, Surveying, Audio Visual, Security and Information Technology (IT) design services are not included in this contract. Architectural fees include all necessary coordination between disciplines with the owner's engineers of choice.

Yours Truly, Ryan Hansanuwat

Architectural Design	**Price**	**Subtotal**
Schematic Design - Architecture*	$27,500.00	$27,500.00
Design Development - Architecture	$32,500.00	$32,500.00
Construction Documents - Architecture	$55,000.00	$55,000.00
Bidding & Permitting - Architecture	$9,500.00	$9,500.00
Construction Observation - Architecture	$25,000.00	$25,000.00
Engineering		
Structural Engineering	$46,000.00	$46,000.00
Mechanical, Electrical and Plumbing Engineering	$16,000.00	$16,000.00
	Subtotal	**$211,500.00**
	Total	**$211,500.00**

MODE design company

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Additional Services: Schematic Design of Stage Structure - $9,500.00
Remaining scope to complete design of stage structure TBD upon approval of Stage Schematic Design

GENERAL PROVISIONS

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees directly related to the project as identified below:

1. Fees paid for securing approval of authorities' jurisdiction over the project; including but not limited to: TAS registration, review or inspection fees.
2. Reproductions, plots, standard form documents, travel, postage, handling and delivery of Instruments of Service;
3. Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner / Contractor;

Reimbursable Expenses are billed at 1.15 times the expense incurred by the Architect.

NOTICE: The building owner is required by Section 469.105 of 2012 Texas Accessibility Standards to have building inspected for compliance with the standards and specifications no later than the first anniversary of the date of construction is completed. This is not the responsibility of MODE Design Company.

HOURLY RATE SCHEDULE

Principal **$250.00**
Project Manager **$200.00**
Interior Designer **$160.00**
Designer **$130.00**
Administrative/Clerical **$110.00**

Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. P.O. Box 12337, Austin, TX 78711 / 512-305-9000.

BASIC SERVICES DESCRIPTION

Schematic Design
The Architect shall review the program with the Owner and evaluate potential space plan configurations. The Architect will perform an initial analysis of the layout to conform with applicable codes and regulations. The Schematic Design documents shall consist of drawings and other documents including a two-dimensional floor plan layout of the space, interior elevations of walls and/or millwork, reflected ceiling plan and a finishes narrative. Two (2) revisions of design resulting in an increase in scope via increase in square footage over 10% or construction cost of 10% are anticipated in this phase. Additional changes beyond initial two (2) revisions will be charged at the hourly rate listed above.

Design Development
Based upon the Owner's approval of the Schematic Design Documents, the Architect shall produce Design Development documents that will consist of further detailing of the selected design. Design Development Documents shall consist of plans, sections, elevation, typical construction details and layouts of systems such as structural, mechanical and electrical systems. One (1) revision of design resulting in an increase in scope via increase in square footage over 10% or construction cost of 10% are anticipated in this phase. Additional changes beyond initial revision will be charged at the hourly rate listed above.

Construction Documents
Based upon the Owner's approval of the Design Development Documents, the Architect shall incorporate the design into a working set of construction documents that will be used for the construction of the space and for bidding and permitting. The Construction Documents shall consist of Drawings and/or Specifications setting forth the design intent, quality of materials and systems and other requirements for the project. Zero (0) revisions of design resulting in an increase in scope via increase in square footage over 10% or construction cost of 10% are anticipated in this phase. Additional changes at this phase will be charged at the hourly rate listed above

Bidding and Permitting
The Architect shall assist the owner in reviewing the list of potential bidders and responding to bidder questions as needed. Owner shall be responsible for securing all permits required for construction and as needed for their business function. Architect shall assist owner in providing information needed by the authority having jurisdiction to obtain a building permit on an as needed basis.

Construction Observation
The Architect shall advise and consult with the Owner during construction to ensure design intent, quality of materials and system and other requirements for the project are being met by the contractor. The Architect shall visit the site as needed to review any conditions the Owner requires assistance on. As needed, the Architect shall review applications for payment provided by the Contractor to review conformance with the Contract Documents and construction progress.

As needed, the Architect shall review submittals provided by the Contractor to review for conformance with the design intent and quality of materials and/or systems

The building owner is responsible for scheduling the inspection of the building by a Registered Accessibility Specialist within one year of completion of construction.

PROJECT SCOPE AND EXCLUSIONS

See attached for assumed project scope.

PAYMENT TERMS

We propose the following payment terms:

Monthly Invoicing
Invoices will be submitted monthly corresponding to percentage of phase completed. Invoice

PROPOSAL ACCEPTANCE

If this proposal is acceptable, please sign below. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

TonyPrete
Waeltz & Prete, Inc.

TERMS AND CONDITIONS

RHad Enterprises, Inc, dba MODE Design Company
PROFESSIONAL SERVICES AGREEMENT
PART II – TERMS AND CONDITIONS

WHEREAS: This professional Services Agreement is made and entered into between TonyPrete (Client) and MODE Design Company (Architect) a Texas Corporation. This agreement consists of two parts: Part I – Proposal – Scope of Services and Compensation. Part II – Terms and Conditions.

ARTICLE I: PROFESSIONAL SERVICES
1.1 Services. In connection with the property described in the Proposal ("Property"), Architect shall render professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.
1.2 Agreement. The Professional Services Agreement include the Proposal dated 7/11/2023, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS
2.1 Scope. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to the Architect.
2.2 Acceptance of Agreement. Client shall authorize, and Architect shall commence work, upon Architect's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid.

ARTICLE 3: CHANGES
3.1 Changes. The Architect and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Architect's cost of, or time required for, performance of any services under individual Proposal(s), an equitable adjustment shall be made and reflected in a properly executed Amendment.
3.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services

provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

3.3 Interpretations. In the event that changes or edits to previously prepared Instruments of Services required by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

3.4 Client Changes. In the event that changes to the Initial Information identified in Section 5.1, previous instructions or approval given by the Client, or a material change in the Project including size, quality, complexity, Client's schedule or budget for Cost of Work, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

3.5 Delays. In the event that additional services are necessitated by decisions of the Client not rendered in a timely manner or any other failure of performance on the part of the Client, or Client's consultants or contractors, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 Term. Architect shall be retained by the Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Architect's Services are terminated under provisions of the Agreement. Architect will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Architect shall not be liable or responsible for any delays caused by circumstances beyond Architect's control.

ARTICLE 5: DUTIES

5.1 Initial Information. Client shall provide information in a timely manner for the Project including a written program, design and construction schedule, project constraints and criteria and any special criteria pertaining to the Project. Client shall furnish surveys, test, inspections, reports required by law, and the services of geotechnical engineers to include test boring, determinations of soil bearing values, percolation tests, evaluations of hazardous materials with written reports and recommendations.

5.2 Budget. Client shall establish a budget for the Project, including (1) the budget for the Cost of Work, (2) the client's other costs, (3) reasonable contingencies related to all of these costs. The Client shall update the budget for the Project as necessary throughout the duration of the Project until final completion. If the Client significantly increases or decreases the budget for the Cost of

Work, the Client shall notify the Architect. The Client and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

5.2.1 If, through no fault of the Architect, construction bidding has not commenced within 90 days after the Architect submits the Construction Documents, the Client's budget for the Cost of Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

5.2.2. If at any time the Architect's estimate of the Cost of Work exceeds the Client's budget, the Architect shall make appropriate recommendations to the Client to adjust the Project's size, quality, or budget.

5.2.3. If the Client's budget for the Cost of Work at the conclusion of the Construction Documents phase is exceeded by the lowest bona fide bid, the Client shall

1. Give written approval of an increase in the budget for the Cost of Work;
2. Authorize rebidding the Project within a reasonable time;
3. Terminate the project
4. Revise the Project program, scope or quality as required to reduce the Cost of Work
5. Implement any other mutually acceptable alternative

5.2.4. If the Client chooses to reduce project scope due to the lowest bona fide bid exceeding the Client's budget due to market conditions the Architect could not reasonably anticipate, the Client shall compensate the Architect for the modifications as an Additional Service.

5.3. The Client shall obtain the following consultants:

1. Geotechnical Engineer
2. Civil Engineer
3. Surveyor

5.4 Architect shall retain the following consultants:

1. Mechanical Engineer
2. Electrical Engineer
3. Plumbing Engineer
4. Structural Engineer

5.5 Architect shall coordinate its services with those provided by Client and Client's consultants, but shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by Client and Client's consultants.

5.6 Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same locality under the same circumstances. The Architect shall perform its services in a timely manner consistent with such professional skill and care ordinarily provided by architects practicing in the same locality under the same circumstances.

5.7 The Architect shall not be responsible for a Client's directive or substitution, or for the Client's acceptance of non-conforming work, made or given without the Architect's written approval.

5.8 The Architect shall have no control over, charge or, or responsibility for the construction means, methods, techniques, sequences or procedure, or for safety precautions and programs in connection with the Work, nor shall Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
5.9 The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
5.10 The Architect shall provide the following limited Construction Phase services and if limits have been reached, Architect shall notify Client in writing:

1. Two (2) reviews of each Submittal
2. Twelve (12) visits to the site during Construction
3. Two (2) visits to site to verify substantial completion
4. Two (2) visits to site to verify final completion

5.11 In the event the architect is not retained to provide Construction Obervation services the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Architect that may be in any way connected thereto.
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Architect.
If the Client requests in writing that the Architect provide any specific construction phase services, and if the Architect agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Section.

ARTICLE 6: COPYRIGHTS AND LICENSES
6.1 The Architect and Architect's Consultants listed above shall be deemed the authors and owners of their respective Instruments of Services, and shall retain all common law, statutory and other reserved rights, including copyrights.
6.2 Architect grants to the Client a nonexclusive license to use the Instruments of Services of the Architect, and Architect's Consultants listed above, solely and exclusively for purposes of construction, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this agreement, including prompt payment of all sums due.
6.3 In the event that the Client uses the Instruments of Service without the knowledge of the Architect, the Client releases the Architect and Architect's Consultants from all claims and causes of

action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and Architect's Consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service.
6.4 Except for the license granted in this Article, no other license or right shall be deemed granted or implied under this agreement. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect.

ARTICLE 7: CLAIMS AND DISPUTES
7.1 Claims and causes of action arising out of or related to this agreement shall be within the period specified by applicable law, but not more than 10 years after the date of Substantial Completion of the Work.
7.2 Any claims, disputes and other matters in question shall be resolved by mediation administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the mediation.
7.3 The parties shall share the mediator's fee and any filing fee equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
7.4 If parties to not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
7.5 The provisions of this article shall survive the termination of the Agreement.

ARTICLE 8: TERMINATION OR SUSPENSION
8.1 If the Client fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonconformance and cause for termination of performance of services under this Agreement.
8.2 If the Client suspends the Project, the Architect shall be compensated for services performed prior to the notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
8.3 If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS
9.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

9.2 The Client and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to the Agreement. Neither the Client, nor the Architect shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Client's rights and obligations under this Agreement, including any payments due to the Architect by the Client prior to the assignment.
9.3 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 Client or Architect.
9.4 The Architect 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.
9.5 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 Client shall provide professional credit for the Architect in the Client's promotional materials for the Project.
9.6 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 10: COMPENSATION
10.1 An initial payment, as set forth in Part I shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Client's account in the final invoice.
10.2 Payment for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Invoice amounts unpaid Thirty (30) days after the invoice date shall bear interest rate of Fifteen (15%) on a monthly basis.
10.3 Client shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damage on the Architect, or to offset sums requested by or paid to contractors or consultants for the cost of changes in the Work.

ARTICLE 11: LIMITATION OF LIABILITY
11.1 In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs

and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officer's, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $100,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

END OF PROFESSIONAL SERVICES AGREEMENT

ECOLAND
DESIGN GROUP

EXHIBIT 'B' -
LINE ITEM 13

July 12, 2023

Mr. Antonio A. Prete, PE
Waeltz & Prete, Inc.
211 N. A.W. Grimes Blvd.
Round Rock, Texas 78665

EcoLand Design Group, LLC is pleased to submit the following proposal for landscape architecture services for the following project.

Project: ***Old Settlers Park – Round Rock – Project A Improvements– The city of Round Rock is proposing to develop Phase 2 of Old Settlers Park which will consist of Joanne Land Playground, Lakeview Pavilion and Restroom, Promenade Central, Lakeview Stage Structure and Pedestrian Tunnel under Harrell Parkway as shown on the City of Round Rock conceptual Master Plan. The approximate improvements area is +/- 13 acres and located just due west of the existing Bright Lake.***

Scope Summary:

a. *Site plan layout and design coordination with W-Pinc team and City of Round Rock.*
b. Hardscape Design: *Fine Grading and coordination with civil / design team*
c. Softscape / Planting Design
d. Irrigation Design
e. Lighting Design: includes coordination between lighting designer and design team.
f. Specifications: provide relevant specifications to be included in overall project manual.
g. Construction Administration (Bidding and Negotiations, REF, Submittal Review, Site visits, etc).

Areas of Service:

a. **Pedestrian Node** (area coming from parking lot west of elevated road to our scope area). Enhanced paving, landscape, irrigation, and lighting
b. **Widened Pedestrian Corridor** running parallel to Harrell Pkwy. Enhanced paving, lighting, landscape, irrigation, seating opportunities, design sequence from parking to corridor
c. **Amphitheater Entry:** paving enhancements, landscape, irrigation, lighting
d. **Bathroom Area / Foundation**: buffering of bathroom area from rest of site. Don't hide but make less prominent. Landscape, hardscape, lighting and irrigation
e. **Pavilion Plaza / Entry:** paving enhancements, hardscape elements (seat walls / planters, etc). landscape, irrigation, lighting
f. **Pavilion Foundation**: planting, irrigation, lighting
g. **Seating node transition from pavilion to Amphitheater:** hardscape, landscape, irrigation, lighting
h. **Playground / Informal / Transition areas between elements mentioned above:** layout of general elements, surface finishes, enhanced paving, landscape, irrigation and lighting opportunities.

I. DETAILED SCOPE DESCRIPTION

A. Schematic Design

a. Develop a landscaping program based on the following investigations:
   1. Become familiar with the Project site and landscape designs of surrounding buildings.
   2. Review soils, slopes and climatic reports for vegetation impact.
   3. Review existing vegetation and make general recommendations for removal and/or integration into proposed new landscape improvements.
   4. Evaluate site ecology to determine recommended landscaping and irrigation systems.
   5. Recommend to the Owner and Team other required tests and investigations for soils, etc. Review reports with the Project team and offer written recommendations to the Owner.
   6. Review and assess adjacent properties and their existing landscape/Hardscape features for integration and coordination with the Project's design.

b. Prepare a complete analysis of all applicable governing codes, statutes and ordinances related to the landscape design for the Project.
c. Review the existing site conditions and make recommendations for protection, moving and demolition.
d. Develop a design criteria outline that describes the basic design concepts proposed for the landscaping Project for review by the Owner and team.
e. Participate and coordinate with the Project team to develop as many Schematic Design concepts as requested by Owner, Engineer, and / or architect and assist the Engineer, Architect and Owner in thoroughly analyzing each concept. Review and make recommendations on the results of such analysis.
f. Develop Schematic Design drawings and outline specifications describing the scope of the design alternatives selected by the Owner with sufficient information for cost estimating and design development. The Schematic Design documents should describe and illustrate the concept, scale and position of landscaping, irrigation, drainage, hardscape, and site lighting components.
g. Provide input to and assist Project team as needed. Assist Owner in preparing cost estimates of landscape elements as required.
h. Prepare a preliminary landscape plan and color presentation materials suitable for submission to review.
i. Attend Project meetings with the Owner and the Project team as required to complete this phase of the Project.
j. Prepare a list of value engineering items for consideration by the Owner and the Project team; participate in the evaluation of all value engineering items developed by the Project team to meet the Owner's construction budget.
k. Revise the Schematic Design submission to incorporate comments by the Owner, Engineer and Architect to achieve a final approved Schematic Design set.

B. Design Development

a. After receiving Owner's comments on the Schematic Design, prepare Design Development drawings and an outline specification sufficient to provide the basis for the continuing approval process and to facilitate the preparation of a reliable budget estimate for all construction costs. At a minimum the design should determine and delineate the planning, design, grading, contours, plant selection and recommendations for finishes and materials for all areas.
b. Prepare a complete plant list with common and botanical names for new and existing material to be retained. All Plant Materials shall be selected for the specific climate and environmental conditions peculiar to the Project site and to each plant's specific location and application. All proposed Plant Materials shall be selected for serviceability and limited maintenance specific to the design condition and to each plant's specific location and application.

c. Identify specific material or labor items that may require substantial time in ordering or installation, and which could, in turn, delay the timely completion of the Project. If appropriate, advise Owner on pre-selection / advance purchase of Plant Materials.
d. Coordinate with the Project team to ensure that the design is complete, coordinated, constructible, practical, and cost effective.
e. At appropriate intervals, provide design sketches for the Owner's review and develop as many design concepts and documents as required to address ongoing value engineering.
f. Assist in updating cost estimates as needed and coordinate with and provide information to the Owner as necessary.
g. Refine the design as necessary to meet Owner's approved budget.
h. Attend Project meetings with the Owner and Project team as required to complete this phase of the Project.
i. Assist in further value engineering and updating of cost estimates as needed and revise the drawings and specifications as required to incorporate comments by the Owner and to meet the Owner's construction budget.
j. Revise the Design Development submission for the Project's design to incorporate comments by the Owner to achieve a final approved Design Development set within the Owner's budget.

C. Construction Documents

a. After receiving Owner's comments on Design Development, prepare complete, coordinated, constructible, and cost effective Construction Documents including all drawings, specifications, list of recommended Plant Materials, and maintenance specifications necessary for construction and procurement of the Plant Materials and their installation.
b. Coordinate all landscape design-related issues through the Engineer and with the Project team and other consultants as appropriate and provide all necessary design information and clarifications as may be necessary for the Project team to fully execute the Construction Documents.
c. Assist in value engineering and updating of cost estimates as needed, and revise the drawings and specifications as required to meet the Owner's construction budget.
d. Provide monthly issue of in-progress Construction Documents and at other times as directed by the Engineer and Owner for their review and preliminary pricing.
e. Issue complete and coordinated effective Construction Documents, suitable to completely construct the Project and for obtaining competitive bids from various contractors on basis of such complete documents. Contract Documents may be issued in two or more packages as follows:
    1. General Conditions as developed by Project team from an initial draft prepared by the Owner and civil and structural engineering Construction Documents, and
    2. All remaining Construction Documents.
f. Assist in the evaluation of Contractor-suggested cost savings.
g. Revise Construction Documents as may be required for issue in one or more addenda which shall incorporate Owner selected alternatives and any other revisions from Contractor-initiated cost saving items agreed to by Owner during the bidding process.
h. Issue complete and coordinated Construction Documents, signed and sealed by all professionals as appropriate (each of whom shall be registered professionals in the state of Texas) for the purpose of obtaining all necessary permits for construction and assist the Architect, Engineer and Owner as necessary to secure such permits. Permit documents may be issued in two or more packages as follows:
    1. Civil and structural engineering Construction Documents;
    2. All remaining Construction Documents.
i. Attend Project team meetings as required to complete this phase of the Project.

D. Construction Administration

a. Assist the Owner and Architect during the bidding process. Attend pre-bid conferences and answer bidders' questions. As requested by Owner, review bid requisitions for completeness and correctness and assist in the evaluation of bids and recommendations of contract awards.
b. Participate in pre-construction conferences as required by Owner.
c. Participate in expedited submittal procedures and the coordination process with the Contractor and subcontractors.
d. Review and approve or take such other appropriate action as may be necessary on all shop drawings, product data, samples, other submittals and Contractor coordination drawings, for compliance with the Contract Documents.
e. Review submittals of design build components.
f. Review and approve the following:
    1. Plant Materials at the nurseries, greenhouses, orchards, tree farms and other vendor sites ("Place of Origin") as required; select and tag all Plant Materials at the Place of Origin;
    2. Plant Materials at their Place of Origin prior to the materials being shipped to the Project site;
    3. Plant Materials again at the Project site prior to their installation; and
    4. Plant beds and tree layouts at the Project site.
g. Coordinate all Services with the Owner, Architect and Project team as applicable.
h. Provide periodic site observations no less frequent than monthly and as required to meet the progress of the Project. Prepare a written report of each visit informing the Architect and Owner of all relevant events, (such as substantive discussions with Contractor and subcontractors, changes to the construction documents, construction progress, etc.) plus follow up on punch list items as needed.
i. Provide Project status reports on a regular basis, but no less frequent than monthly, informing Owner and Architect of all relevant events during construction, (e.g. substantive discussions with Contractor and subcontractors, results of coordination process, shop drawing approval status, Request For Information ("RFI") status, changes to the Construction Documents, punch-list, summary lists, etc.).
j. Issue clarification drawings and respond to RFI requests as required through the Engineer.
k. Attend Project construction meetings as required and requested by the Owner.
l. Review the work of and advise the Owner and Project team on quality control activities undertaken by inspection and testing agencies retained by Owner.
m. If requested by the Owner, review and advise the Owner regarding additional construction costs as submitted by Contractor for their legitimacy and general accuracy.
n. Provide an extensive final review of the observable landscape/hardscape/irrigation elements of the Project prior to Project substantial completion. Prepare reports of review and follow-up on punch list items that are non-conforming as necessary.
o. Assist the Owner in the preparation of procurement, purchase and requisition orders for Owner purchased Plant Materials, furnishings, fixtures and equipment.
p. Assist the Owner to manage and coordinate the receipt, pre-tagging, placement and installation of all Plant Materials, furnishings, fixtures and equipment.
q. Maintain an updated record of Construction Documents changes and issue a final set when the Project is complete.
r. Review all Contractor prepared Project record documents and warranties for conformance to the Contract Documents and report findings to the Architect.

II. SERVICE FEES

The fees for services listed above will be as follows:

A. Schematic Design: $10500

B. Design Development: $15750

C. Construction Documents: $21000

D. Construction Administration: $5250

Total Fees: $52,500

III. HOURLY RATES

If additional services are requested the following schedule of rates will apply. Owner / client will be notified if items requested are outside the agreed upon scope of services.

Title	Hourly Rate
Principle Landscape Architect – I	$135.00
Principle Landscape Architect – II	$125.00
Senior Project Manager	$110.00
Project Manager	$ 95.00
Irrigation Designer	$ 90.00
Associate Landscape Designer	$ 80.00
Cadd Draftsman	$ 55.00
Clerical	$ 40.00

IV. REIMBURSABLE EXPENSES AND ALLOWANCES

All reimbursable expenses and purchased services are invoiced at actual cost + 10%. These include cost of prints, expendables supplies, and travel cost authorized by the client.

Allowance for printing, plots, travel cost, etc. $ N / A

V. CLIENT RESPONSIBILITIES / EXCLUSIONS

The client will be responsible for providing accurate project information, which may include a topographic survey, boundary information, geotechnical report, existing site feature survey (vegetation, existing buildings, etc.), and proposed site features from other consultants (architectural, engineering, mechanical, etc.). The client agrees to provide this information and render decisions expeditiously for the orderly progress of the land planning services.

The client shall retain the services of specialized consultants (structural engineers, civil engineers, etc.) when such services are deemed necessary by the landscape architect.

Exclusions include: Overall ADA route approval, Water Features, License Agreements, trade permits

VI. FINAL ACCEPTANCE

If you have any questions regarding our proposal please don't hesitate to contact us. We look forward to participating with you on this project and we appreciate the opportunity to be of service.

Sincerely,



Bradley (BJ) Jones, *PLA*
Partner

Accepted By: _____ Date: _____

SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

EXHIBIT 'B' -
LINE ITEM 14

July 11, 2023

Antonio A. Prete, P.E.
Waeltz & Prete, Inc.
211 North A.W. Grimes Boulevard
Round Rock ,Texas 78665

RE: Proposal for Geotechnical Services - Revised
Old Settler's Park – Lakeview Upgrades
Round Rock, Texas
SCI No. 2023-0933.10

Dear Antonio Prete:

SCI Engineering, Inc. (SCI) is pleased to provide this revised Geotechnical Services proposal for the above referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations, hardscapes, and earth-related phases of the project.

PROJECT DESCRIPTION

SCI understands that the proposed project will include enhancements and upgrades to the Lakeview portion of Old Settlers Park located at 1301 Harrell Parkway, Round Rock, Texas. The site currently is mostly greenspace with parking to the north and along the east of the site. A playground is located in the center of the site and a pavilion is located at the south-central portion of the site. The site appears to slope downwards from the east towards the existing lake to the west, with approximately 25 feet of change in elevation.

Planned amenities include a stage structure measuring approximately 10,000 square-feet (SF) in plan area located along the east of the site. A two-story, open-air pavilion, measuring approximately 11,000 SF in plan area, and a new restroom building, measuring approximately 5,000 SF, are also planned near the center of the site. Stage related improvements are also anticipated, including a bulkhead, measuring approximately 500 feet in length, along the pond edge behind the stage area, as well as paved pathway improvements for stage equipment access.

Detailed structural loads were not available at the time of this proposal; however, we assume that the structures will be lightly to moderately loaded, with column loads of less than 150 kips and wall loads of less than 5 kips per linear foot. It is anticipated that the stage will be supported on a shallow footing foundation system utilized in conjunction with a soil supported floor slab, stem wall/retaining wall construction may be needed within elevated structure areas. The pavilion structure is anticipated to be supported on a shallow footing foundation system utilized in conjunction with a soil supported floor slab, and the restroom is anticipated to be of slab-on-grade construction. The bulkhead maybe supported on a deep foundation system to provide lateral support. Grading details were not available at the time of this proposal; however, assumed cuts and fills on the order of 5 feet or less will be required.

GEOTECHNICAL SERVICES

SCI proposes to perform ten borings for the geotechnical field investigation; the locations will be marked in the field utilizing a global positioning system. We will interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data is required, we can coordinate with the project surveyor so they can evaluate the surface elevations at the performed boring locations. A summary of the proposed boring purpose, quantity, and depths are summarized in Table 1.

Private utilities, which will not be marked by Texas One-Call, may be present at, or near, the proposed boring locations. A private utility locate should be performed if the owner cannot mark the location of these utilities or provide plans showing their location. **SCI can provide a private utility locate for an additional fee of $1,000.00.**

Table 1 - Test Borings

Boring Location	Quantity	Boring Depths (feet)	Drilling Footage (feet)
Stage	2	15	**30**
Pavilion	2	15 to 25	**40**
Restroom	1	15	**15**
Pathway Improvements	2	5	**10**
Pond Bulkhead	3	25	**75**
Total	**10**	—	**170**

The borings will be sampled with Standard Penetration Tests (SPTs) or relatively undisturbed Shelby tube samples at 2-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Rock coring is anticipated within the 25-foot borings to determine rock quality and strength. Other borings may be terminated at shallower depths if competent bedrock is encountered. **An SCI field scientist or engineer will log the borings and direct field sampling.** The boreholes will be backfilled with soil/rock cuttings after 24-hour groundwater readings.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. Testing may include, but not limited to, moisture content tests to determine natural soil saturation, Atterberg limits tests to aid in classification and assess the volume change characteristics of the subgrade soils, natural density tests, and/or unconfined compression tests to provide additional strength information.

The results of the field exploration and laboratory testing will be analyzed by our geotechnical engineer. Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- Allowable bearing pressures and depths for shallow, spread footing and slab-on-grade, foundation support;
- Deep foundation recommendations including; allowable net bearing pressure and skin friction values, anticipated bearing elevations and element spacing, and recommended parameters for the lateral analysis (L-Pile Design) of deep foundations;
- Seismic coefficients for building design according to the appropriate International Building Code;

- Anticipated settlement based on general soil characteristics;
- Shrink/swell potential of subgrade soils;
- Floor slab design criteria;
- Lateral earth pressures for each soil type encountered for the design of minor stem walls;
- Hardscape paving design recommendations, based on local experience and general soil types encountered;
- General location, description, and disposition of existing fill materials, if encountered;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

COST AND SCHEDULE

SCI will provide the above-mentioned geotechnical services for the lump-sum fees detailed in Table 2.

Table 2 - Services and Fees

Service	Fee ($)
Geotechnical Exploration and Report	10,800.00
Private Utility Locate (if required)	1,000.00

We will schedule and coordinate the fieldwork following your authorization of this proposal, and should be able to start drilling the site, weather and coordination permitting, about seven to ten business days thereafter. Drilling operations should be completed in two days. Laboratory testing and report preparation will require approximately three weeks following the field exploration; however, verbal findings should be available within a few days after completion of the drilling.

Our estimated schedule assumes SCI personnel will be allowed access to the site and structure within five working days from formal authorization. While SCI feels this estimated timeframe is sufficient to complete our proposed scope, factors beyond our control related to current events (i.e., quarantines, government restrictions to movement, large scale impact to SCI or subcontractor workforce) may impact this schedule. If such an issue arises, SCI will notify you as soon as possible.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions. This fee does not include title/conveyance reports. If this is required, please make a notation on the enclosed *Acceptance of Proposal for Professional Services* sheet. If, during the course of this investigation, SCI has reason to believe the actual fee for services could exceed the estimated cost by more than ten percent, SCI will contact you for authorization to continue.

CONDITIONS AND CONSIDERATIONS

- The above fee is based on a maximum of 170 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for $50.00 per foot. No costs associated with permits are included in this proposal.

- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal.

- We will contact the Texas 811 One-Call system to have the locations of public utilities marked; however, privately owned, below-grade, utility lines within the project area are the responsibility of the owner. We shall only be responsible for utilities brought to our attention prior to drilling. **SCI can provide a private utility locate, if requested, for the fee shown in Table 2.**

CLIENT RESPONSIBILITIES AND AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI's services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, or desire to modify the proposed scope, please do not hesitate to call.

Respectfully,

SCI ENGINEERING, INC.

Gabrielle M. Kowalik
Staff Engineer

Tonya S. Sonsteng, P.E.
Regional Manager

GMK/TSS/snp/mas

Enclosures: Acceptance of Proposal for Professional Services
General Terms and Conditions

SCI ENGINEERING, INC.
150 Texas Avenue, Suite 105
Round Rock, Texas 78664
512-996-9199
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Old Settler's Park – Lakeview Upgrades – Revised Geotechnical Services

Project Number: 2023-0933.10 / GMK

Date: July 11, 2023

Fee: Please indicate your selection by placing a check mark in the appropriate box below:

Geotechnical Exploration and Report	$10,800.00 ☐
Private Utility Locate (if required)	$1,000.00 ☐

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports

NOTICE TO OWNER: **(FOR SITES IN MISSOURI ONLY)**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

SCI ENGINEERING, INC.
150 Texas Avenue, Suite 105
Round Rock, Texas 78664
512-996-9199
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.

ASFE
THE BEST PEOPLE ON EARTH
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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IIGEP06045 0M

EXHIBIT "C"

WORK SCHEDULE

• Notice to Proceed (NTP)	August 2023
• Project Start-Up	August 2023
• Project Coordination & Meetings	On Going
• Topographic Survey	October 06, 2023
• Geotechnical Investigation	October 06, 2023
• 30% Drawing Submittal	October 27, 2023
• 60% Drawing Submittal	January 26, 2024
• Submittal to WCID	February 16, 2024
• 90% Drawings Submittal	April 05, 2024
• 100% Drawing Submittal	April 26, 2024
• Approved Drawings by CORR/WCID	May 10, 2024
• Bidding	May 13, 2024
• Award of Contract By City Council	June 13, 2024
• Execution of Construction Contracts	July 01, 2024
• Precon	July 15, 2024
• Begin Construction	August 01, 2024
• End Construction	August 01, 2025

EXHIBIT "D"

FEE SCHEDULE

(BEHIND THIS PAGE)

Exibit D - Project Summary:

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
07/10/2023

Task Description	PM	PE	EA	SCT	ECT	ADM
D.1 - Project Start-up	12	24	0	0	0	0
D.2 - Project Coord & Mtgs	128	64	0	0	0	0
D.3 - Schematic Design (SD-30%)	36	116	0	0	0	0
D.4 - Design Development (DD - 60%)	42	100	0	0	0	0
D.5 - Construciton Documents (CD - 90% & 100%	130	398	0	0	0	0
D.6 - Permit Processing	9	36	0	0	0	0
D.7 - WCID Encroachment Permit	20	120	0	0	0	0
D.8 - SWPPP	3	14	0	0	0	0
D.9 - Bidding	38	62	0	0	0	0
D.10 - Construction Phase	109	47	0	0	0	0
Total Hours	**527**	**981**	**0**	**0**	**0**	**0**
Salary Rate	$77.00	$45.00	$35.00	$25.00	$18.00	$25.00
Direct Labor Cost	$40,579.00	$44,145.00	$0.00	$0.00	$0.00	$0.00

Engineering Services Fee:

Task	Direct Labor	Overhead 1.57	Tot lab+OH	Fixed Fee 12%	Total Cost
D.1 - Project Start-up	$2,004.00	$3,146.28	$5,150.28	$618.03	**$5,768.31**
D.2 - Project Coord & Mtgs	$12,736.00	$19,995.52	$32,731.52	$3,927.78	**$36,659.30**
D.3 - Schematic Design (SD-30%)	$7,992.00	$12,547.44	$20,539.44	$2,464.73	**$23,004.17**
D.4 - Design Development (DD - 60%)	$7,734.00	$12,142.38	$19,876.38	$2,385.17	**$22,261.55**
D.5 - Construciton Documents (CD - 90% & 100%	$27,920.00	$43,834.40	$71,754.40	$8,610.53	**$80,364.93**
D.6 - Permit Processing	$2,313.00	$3,631.41	$5,944.41	$713.33	**$6,657.74**
D.7 - WCID Encroachment Permit	$6,940.00	$10,895.80	$17,835.80	$2,140.30	**$19,976.10**
D.8 - SWPPP	$861.00	$1,351.77	$2,212.77	$265.53	**$2,478.30**
D.9 - Bidding	$5,716.00	$8,974.12	$14,690.12	$1,762.81	**$16,452.93**
D.10 - Construction Phase	$10,508.00	$16,497.56	$27,005.56	$3,240.67	**$30,246.23**
Total Engineering Fee	$84,724.00	$133,016.68	$217,740.68	$26,128.88	**$243,869.56**

D.11 - Sub Consultant - Topographic Survey - Diamond Surveying	$22,780.00
D.12 - Sub Consultant - Archetectural Services - Mode Design Group	$211,500.00
D.13 - Sub Consultant - Landscape Archetectural Services - Ecoland Design Group	$52,500.00
D.14 - Sub Consultant - Geotechnical Services - SCI Engineering	$11,800.00
Reimbursable Expenses:	
Copying and Reproduction	$1,500.00
TOTAL FEE FOR BASIC SERVICES	**$543,949.56**

EXHIBIT "E"

CERTIFICATES OF INSURANCE

(BEHIND THIS PAGE)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tim Kriegel
Brookshire Insurance Agency 306 W. Main Street Suite 10 Round Rock TX 78664	PHONE (A/C, No, Ext): (512)352-6376 FAX (A/C, No): (888)317-6907 E-MAIL ADDRESS: tim.123@brookshireins.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
WAELTZ & PRETE, INC. 211 N AW Grimes Blvd ROUND ROCK TX 78665-2044	INSURER A: Sentinel Insurance Co 11000 INSURER B: Trumbell Insurance Co 27120 INSURER C: Travelers Casualty and Surety Company c 31194 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1582501129 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			65SBATH0277	6/9/2023	6/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 1,000,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			65SBATH0277	6/9/2023	6/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
A	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			65SBATH0277	6/9/2023	6/9/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,00 $ 2,000,00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAI4102 Antonio Prete, Excluded	6/9/2023	6/9/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00
C	Professional Liability/E&O			105289969	6/9/2023	6/9/2024	$2,000each/$6,000 All Ded	$1,000,00 $2,000,000 Ag

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

Project Name : "Old Settlers Park - Lakeview Area"

CERTIFICATE HOLDER

City of Round Rock
221 E Main St
Round Rock, TX 78664

CANCELLATION

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

Timothy Kriegel/TIM

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067045

Date Filed:
09/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waeltz & Prete - Civil Engineers
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD
Civil Engineering Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Antonio A. Prete, and my date of birth is [redacted].

My address is 211 N. A.W. Grimes (street), Round Rock (city), TX (state), 78665 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 01 day of Sept (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067045

Date Filed:
09/01/2023

Date Acknowledged:
09/01/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waeltz & Prete - Civil Engineers
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD
Civil Engineering Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.6

Title: Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Old Settlers Park - Lakeview Area Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost:

Indexes:

Attachments: Resolution

Department: Parks & Recreation

Text of Legislative File 2023-270

"Competitive Sealed Proposal" is the delivery method which provides the best value for the Old Settlers Park - Lakeview Area Project. This method of delivery will allow the City to score contractors based on their experience, financials, company history, etc. Based on the complexity, visibility, and history of the Old Settlers Park - Lakeview Area Project, the City feels this is the best method to move the projects forward quickly and efficiently.

Currently, the City hosts 3 major events where a stage rental is required - Juneteenth, July 4th, and Light up the Lake. On average, the City spends over $100,000 annually on the stage rentals for these events. By constructing a permanent stage structure, the City will save the annual rental fees, as well as gain some revenue from pavilion rentals since the stage will operate as a pavilion when not in use for City events. Additionally, the City will be able to relocate events that have outgrown the downtown area to this location, allowing for continued growth. In addition to the stage, this project includes the design of a much larger pavilion and restroom that will be able to host the events and concerts at the park. It will also include infrastructure to allow the restroom to be removed from a septic system. Finally, the project will include electrical improvements, landscape improvements, and the relocation of the Joanne Land Playground.

RESOLUTION NO. R-2023-270

WHEREAS, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

WHEREAS, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the Old Settlers Park – Lakeview Area Project ("Project"), and

WHEREAS, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

WHEREAS, the Council has determined that the Project would be best served by utilizing the "Competitive Sealed Proposal" method, and

WHEREAS, Texas Government Code, Section 2269.056(a) mandates the "governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity," and

WHEREAS, the City Council desires to comply with all requirements of the statute, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

In accordance with Texas Government Code §2269.056(a), the Council has determined that "Competitive Sealed Proposal" is the delivery method which provides the best value for the City for the Old Settlers Park – Lakeview Area in Round Rock, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: I.7

Title: Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Two Million Gallon Reuse Water Ground Storage Tank Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Map

Department: Utilities & Environmental Services

Text of Legislative File 2023-272

The City's reuse water system, initially installed in 2007, has grown significantly from it's initial installation. The reuse water system now serves many customers from Old Settlers Park and Dell Diamond to the Texas State University Round Rock Campus, Austin Community College Round Rock, the Vizcaya Homeowners Association, and Kalahari. The increased number of reuse water customers, as well as planning for additional customers, necessitates additional storage at the Brushy Creek East Regional Wastewater Treatment Plant. This additional storage will ensure we have enough reuse water on hand to serve peak irrigating hours and allow our current treatment capacity to remain unchanged.

The ground storage tank addition will become an integral part of the reuse water treatment plant, requiring specific coordination with operators for both the reuse water system and wastewater treatment plant. Aspects of the installation will require methodical and carefully timed outages that must be conducted with care.

Due to highly technical nature of constructing a ground storage tank and working at a reuse water and wastewater treatment plant, the Utilities and Environmental Services Department requests approval to deliver the project using a Competitive Sealed Proposal delivery method. This will allow the City to select a contractor with familiarity working in such scenarios, where careful coordination and ensuring the continued operation of the wastewater treatment plant and reuse water system. The method of project delivery will help to provide the best overall value to the City of Round Rock.

RESOLUTION NO. R-2023-272

WHEREAS, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

WHEREAS, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the Two Million Gallon Reuse Ground Storage Tank Project ("Project"), and

WHEREAS, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

WHEREAS, the Council has determined that the Project would be best served by utilizing the "Competitive Sealed Proposal" method, and

WHEREAS, Texas Government Code, Section 2269.056(a) mandates the "governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity," and

WHEREAS, the City Council desires to comply with all requirements of the statute, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

In accordance with Texas Government Code §2269.056(a), the Council has determined that "Competitive Sealed Proposal" is the delivery method which provides the best value for the City for the Two Million Gallon Reuse Ground Storage Tank Project in Round Rock, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



TWO MILLION GALLON REUSE GROUND STORAGE TANK

ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES

City of Round Rock

Agenda Item Summary

Agenda Number: I.8

Title: Consider a resolution determining that TanksCo Inc, provides the best value for the City for the Barton Hill Elevated Tank and McNeil Ground Storage Tank Recoating Project and authorizing the Mayor to execute a Standard Form of Agreement.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: $761,100.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab & Award Letter, Map, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-271

Steel tanks require interior and exterior coating rehabilitation approximately every 15 years to protect the tank's integrity. The City has set aside funding for an annual tank coating rehabilitation program. Based on recent inspections, the Barton Hill Elevated Storage Tank (EST) and McNeil Ground Storage Tank (GST) need rehabilitation. The Barton Hill Tank was constructed in 2004 and has capacity of 2,700,000 gallons. McNeil Tank was constructed in 1978 and has a capacity of 750,00 gallons.

This project to rehabilitate both of the tanks consists of minor structural repairs as well as recoating the interior of the Barton Hill EST and the interior and exterior of the McNeil GST.

This project was bid as a Competitive Sealed Proposal (CSP) due to the critical nature of the project and construction timeline. On August 1st, 14 bids were received and publicly opened. The proposals were evaluated based on criteria outlined in the contract documents. The proposal evaluation included cost, the experience of the company, project team experience, past project experience with the City, and other criteria outlined in the project manual.

Based on the evaluation, TanksCo Inc. submitted the lowest bid and had the overall highest scoring proposal. TanksCo Inc. provides the greatest overall value to the City for $761,100.

Cost: $761,100

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2023-271

WHEREAS, the City of Round Rock ("City") has previously determined in Resolution No. R-2023-188 that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Barton Hill Composite Elevated Tank and McNeil Ground Storage Tank Recoating Project, and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that TanksCo Inc. is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a "Standard Form of Agreement Between Owner and Contractor" with TanksCo Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that TanksCo Inc. is the offeror which offers the best value for the City for the Barton Hill Composite Elevated Tank and McNeil Ground Storage Tank Recoating Project.

BE IT FURTHER RESOLVED,

That the Mayor is hereby authorized and directed to execute on behalf of the City a "Standard Form of Agreement Between Owner and Contractor" with TanksCo Inc. for the Barton Hill Composite Elevated Tank and McNeil Ground Storage Tank Recoating Project.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

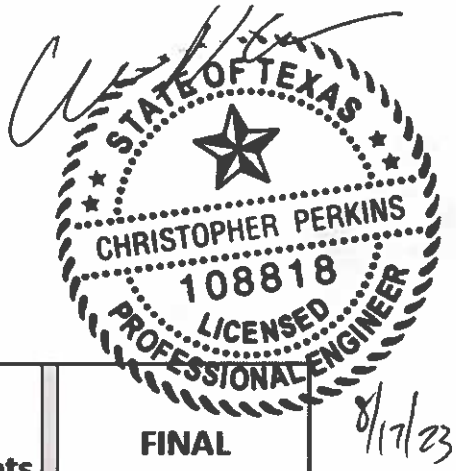
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

ROUND ROCK
TEXAS

Competitive Sealed Proposal Ranking for:
Barton Hill EST & McNeil GST Recoating



Contractor Name	Bid Bond, Addendum, Statement of Safety	Base Price	Total Cost	Total Points	FINAL RANKING
Tanksco Inc.	X	$761,100.00	$761,100.00	85.3	1
BRZ Coatings Inc.	X	$985,000.00	$985,000.00	77.0	2
Viking Painting LLC	X	$1,092,800.00	$1,092,800.00	72.2	3
CTEX Construction Services	X	$965,700.00	$965,700.00	70.4	4
Classic Protective Coatings	X	$1,377,858.00	$1,377,858.00	70.3	5
O & J Coatings Inc.	X	$896,000.00	$896,000.00	67.5	6
Blastco Inc.	X	$1,609,283.00	$1,609,283.00	67.0	7
N.G. Painting	X	$1,185,000.00	$1,185,000.00	66.8	8
Utility Service Co.	X	$1,220,700.00	$1,220,700.00	65.5	9
Tank Pro	X	$1,197,077.00	$1,197,077.00	64.8	10
D & M Tank LLC		$1,013,930.00	$1,013,930.00	63.5	11
TMI Coating	X	$2,407,000.00	$2,407,000.00	51.1	12
Dixie Painting & Sandblast	X	$1,614,960.00	$1,614,960.00	50.9	13
MK Painting		$1,782,000.00	$1,782,000.00	40.4	14

ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES

Mayor
Craig Morgan

Mayor Pro-Tem
Rene Flores

Councilmembers
Michelle Ly
Matthew Baker
Frank Ortega
Kristin Stevens
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

August 17, 2023

Project: Barton Hill EST & McNeil GST Recoating
CoRR Manager: Kaitlyn Saucedo
Inspector: HOT Inspection Services
City Engineer: Kit Perkins, P.E.

RE: Barton Hill EST & McNeil GST Recoating
Engineer's Letter of Recommendation

Mrs. Saucedo,

On Tuesday, August 1, at 10:00 a.m. fourteen bids were received and publicly opened at the City of Round Rock, 3400 Sunrise Road, TX 78665, for the Barton Hill EST & McNeil GST Recoating. The table below summarizes the bids received for this project.

Contractor Name	Total Cost	FINAL RANKING
Tanksco Inc.	$761,100.00	1
BRZ Coatings Inc.	$985,000.00	2
Viking Painting LLC	$1,092,800.00	3
CTEX Construction Services	$965,700.00	4
Classic Protective Coatings	$1,377,858.00	5
O & J Coatings Inc.	$896,000.00	6
Blastco Inc.	$1,609,283.00	7

Contractor Name	Total Cost	FINAL RANKING
N.G. Painting	$1,185,000.00	8
Utility Service Co.	$1,220,700.00	9
Tank Pro	$1,197,077.00	10
D & M Tank LLC	$1,013,930.00	11
TMI Coating	$2,407,000.00	12
Dixie Painting & Sandblast	$1,614,960.00	13
MK Painting	$1,782,000.00	14

The Engineer's Opinion of Probably Construction Cost for this project was $1,262,705.

Based on the apparent low bidder for the base bid amount and the information provided in the questionnaire, TanksCo Inc. is the best fit to perform this project.

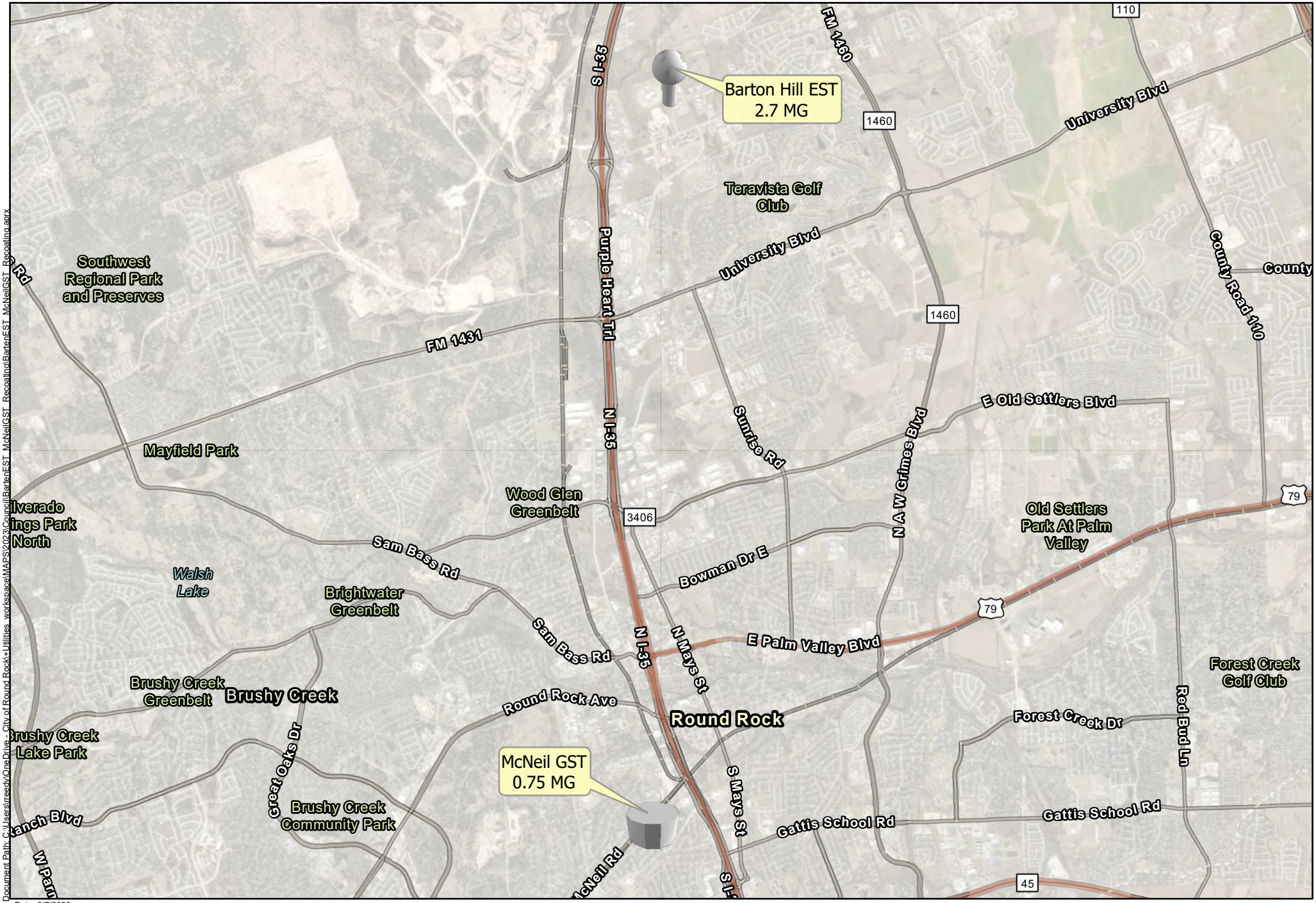
I, therefore, recommend that the City of Round Rock award the contract for construction of the Barton Hill Elevated Storage Tank and McNeil Ground Storage Tank Recoating project to TanksCo Inc., in the amount of their base bid of $761,100.00.

Sincerely,

Christopher Perkins, P.E.
Principal Engineer
City of Round Rock

8/17/23

STATE OF TEXAS
CHRISTOPHER PERKINS
108818
LICENSED
PROFESSIONAL ENGINEER



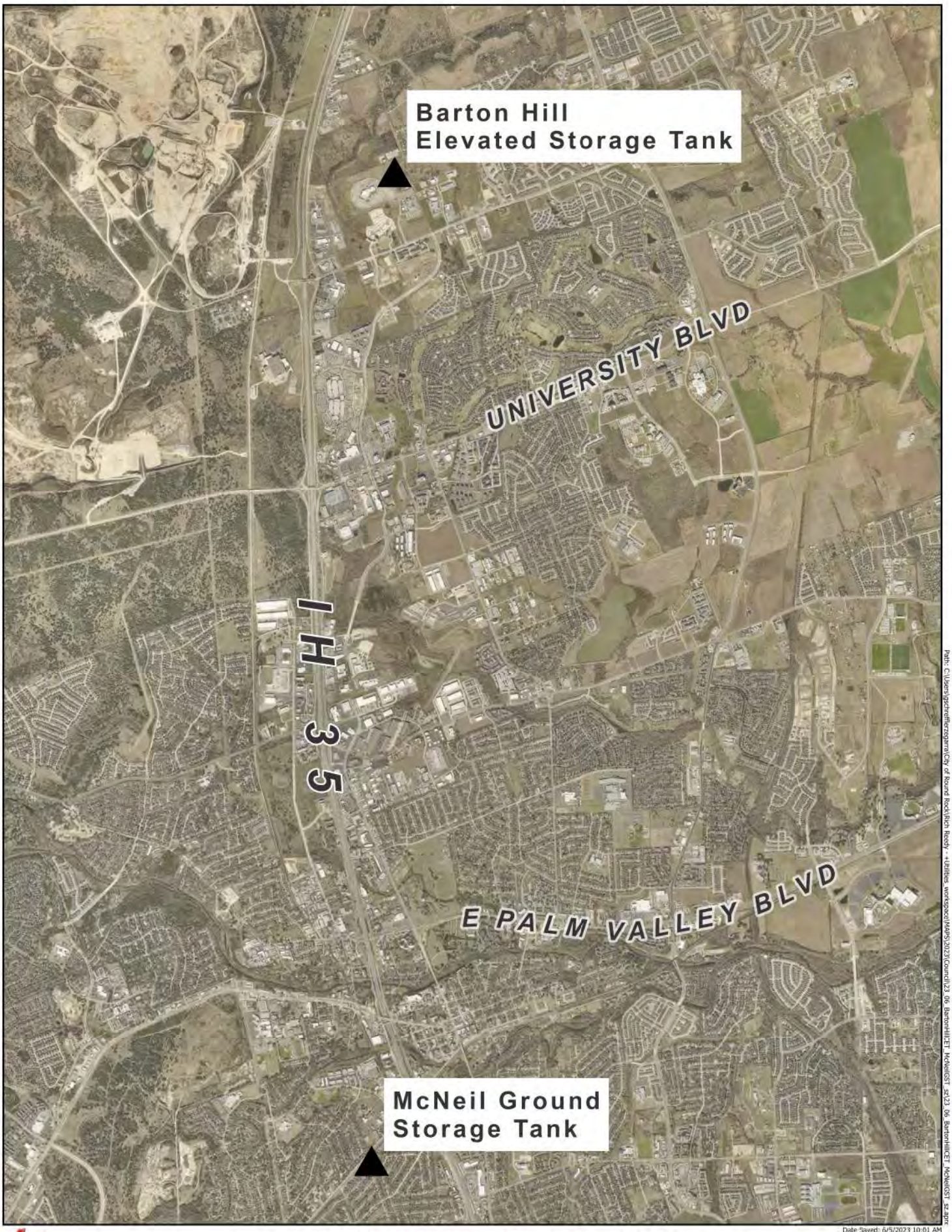
Document Path: C:\Users\rreed\OneDrive - City of Round Rock\Utilities_workspace\MAPS\2023\Council\BartenEST_McNeilGST_Recoating\BartenEST_McNeilGST_Recoating.aprx

Date: 3/7/2023

N

Barton Hill Composite Elevated Storage Tank and McNeil Ground Storage Tank Recoating

ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES



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ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES

Barton Hill Composite Elevated Tank & McNeil Ground Storage Tank Recoating

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1062899

Date Filed:
08/22/2023

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
TanksCo, INC
FORT WORTH, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Round Rock, Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Tanks Recoating
Barton Hill Composite Elevated Tank and McNeil Ground Storage Tank Recoating

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Bocanegra, Saul	Fort Worth, TX United States	X	
Bocanegra, Esequiel	Fort Worth, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Saul Bocanegra, and my date of birth is [redacted]

My address is 328 County Rd 3418, Bridgeport, Tx, 76426, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Wise County, State of Texas, on the 21st day of Aug (month), 2023 (year)

JOSELYNE RIVERA
Notary Public, State of Texas
Comm. Expires 06-03-2025
Notary ID 130780835

Saul Bocanegra
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1062899

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TanksCo, INC
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City of Round Rock. Texas

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Tanks Recoating
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		Controlling	Intermediary
Bocanegra, Saul	Fort Worth, TX United States	X	
Bocanegra, Esequiel	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.9

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Freese and Nichols, Inc for the Southeast Area 1 - Flood Mitigation Alternatives Analysis Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: $198,539.00

Indexes: Self-Financed Stormwater Construction

Attachments: Resolution, Exhibit A, MAP, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-273

The City previously entered into an Engineering Services Contract with Freese and Nichols, Inc for providing a drainage assessment of the area between Louis Henna Boulevard and E. Palm Valley Boulevard. This area has a history of local drainage issues and flooding as identified by residents, property owners, and City staff. The scope of services for the original contract included identifying and quantifying local flooding and determining the level of service provided by the existing drainage infrastructure.

Local flooding is the term given to areas where flooding occurs due to issues with neighborhood drainage systems or the lack thereof. Some of these neighborhoods were established prior to or under older engineering criteria. Local drainage systems often include pipes, curb inlets, roadside ditches, etc. Flooding occurs when runoff overloads the drainage infrastructure and flows into the streets and low-lying areas inundating yards, homes, and businesses. These issues can create traffic hazards and can cause property damage. Localized flooding can result from even minor storms.

This contract is for developing practicable solutions to the previously identified problem areas. Freese and Nichols, Inc. will analyze the data from the inundation maps and propose a few solutions on how to reduce the effects of local flooding. The Utilities and Environmental Services Department would like to execute a Professional Services Agreement with Freese and Nichols, Inc. for $198,539 for this assessment.

Cost: $198,539.00

Source of Funds: Self-Financed Stormwater Construction

RESOLUTION NO. R-2023-273

WHEREAS, the City of Round Rock ("City") desires to retain professional consulting services related to the Southeast Area 1 – Flood Mitigation Alternatives Analysis Project; and

WHEREAS, Freese and Nichols, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Freese and Nichols, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to Southeast Area 1 – Flood Mitigation Alternatives Analysis with Freese and Nichols, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES RELATED TO SOUTHEAST AREA 1 – FLOOD MITIGATION ALTERNATIVES ANALYSIS WITH FREESE AND NICHOLS, INC.

THE STATE OF TEXAS	§	
	§	
THE CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THIS AGREEMENT for professional consulting services related to the Southeast Area 1 – Flood Mitigation Alternates Analysis Project (the "Agreement'), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and FREESE AND NICHOLS, INC., located at 10431 Morado Circle, Unit 300, Austin, Texas 78759 (the "Consultant").

RECITALS:

WHEREAS, professional services related to the Southeast Area 1 – Flood Mitigation Alternates Analysis Project, specifically flood mitigation alternatives analysis and cost estimates are desired by the City (the "Project"); and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract with Consultant for these services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall commence upon execution and terminate upon successful completion of the services. The Project is estimated to be completed no later than

July 31, 2024.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.0 CITY SERVICES

City agrees to provide the services to Consultant as described in Exhibit "A" titled "City Services," incorporated herein by reference for all purposes.

3.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "B" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" in the pursuant to the schedule set forth in Exhibit "C," attached hereto and incorporated herein by reference. Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

4.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "B," and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 10.0.

5.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **One Hundred Ninety-Eight Thousand Five Hundred Thirty-Nine and No/100 Dollars (198,539.00)** as set forth in Exhibit "D" titled "Fee Schedule," incorporated herein by reference for all purposes.

6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection

therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.0 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf and as set forth in the attached Certificate of Insurance (Exhibit "E"), incorporated herein by reference for all purposes.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

(a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or

(b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or

(c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or

(d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

10.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

11.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

12.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

13.0 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

(1) Consultant has the right to perform services for others during the term hereof.

(2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.

(3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

(4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

(5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

(6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.

(7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

14.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the

extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

15.0 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

16.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

17.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

18.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

19.0 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

(1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;

(2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or

(3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

20.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to 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 local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. 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 a contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of

at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has 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 this Agreement on behalf of Consultant verifies Consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, 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 hereunder.

22.0 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Frederico Sanchez
Engineer - Senior
Utilities and Environmental Services Department
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-6609
fsanchez@roundrocktexas.gov

23.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(1) When delivered personally to recipient's address as stated herein; or

(2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Freese and Nichols, Inc.
10431 Morado Circle, Unit 300
Austin, Texas 78759

Notice to City:

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

AND TO:

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

24.0 APPLICABLE LAW AND ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

25.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

26.0 DISPUTE RESOLUTION

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

27.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28.0 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

29.0 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

30.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

31.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Freese and Nichols, Inc.

By: Krista Bethune Melnar
Printed Name: Krista Bethune Melnar
Title: Principal and Vice President
Date Signed: 8/23/2023

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

City of Round Rock – Southeast Area 1 Alternatives Analysis
Exhibit C – Work Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		Notice to proceed/kickoff meeting with City	0 days	Fri 9/1/23	Fri 9/1/23
3		**PM tasks**	**36 wks**	**Fri 9/1/23**	**Thu 5/30/24**
4		Manage project, scope, schedule, and budget	9 mons	Fri 9/1/23	Thu 5/30/24
5		Internal progress meetings	9 mons	Fri 9/1/23	Thu 5/30/24
6		Monthly progress meetings with City	9 mons	Fri 9/1/23	Thu 5/30/24
7		Discuss draft alternatives w/City	0 wks	Thu 2/29/24	Thu 2/29/24
8		Present draft alternatives memo and maps to City	0 days	Thu 5/9/24	Thu 5/9/24
9		**Alternatives analysis**	**30 wks**	**Fri 9/1/23**	**Thu 4/18/24**
10		**Problem Area A**	**8 wks**	**Fri 9/1/23**	**Thu 10/26/23**
11		Model Alternatives	3 wks	Fri 9/1/23	Thu 9/21/23
12		Document results, downstream impacts, OPCC	2 wks	Fri 9/22/23	Thu 10/5/23
13		QC & address comments	3 wks	Fri 10/6/23	Thu 10/26/23
14		**Problem Area B, C, D**	**12 wks**	**Fri 9/22/23**	**Thu 1/4/24**
15		Model Alternatives	6 wks	Fri 9/22/23	Thu 11/2/23
16		Document results, downstream impacts, OPCC	3 wks	Fri 11/3/23	Thu 11/30/23
17		QC & address comments	3 wks	Fri 12/1/23	Thu 1/4/24
18		**Problem Area E, F, G, H**	**14 wks**	**Fri 11/3/23**	**Thu 2/29/24**
19		Model Alternatives	8 wks	Fri 11/3/23	Thu 1/18/24
20		Document results, downstream impacts, OPCC	3 wks	Fri 1/19/24	Thu 2/8/24
21		QC & address comments	3 wks	Fri 2/9/24	Thu 2/29/24
22		**Combined Alternatives Model**	**6 wks**	**Fri 3/8/24**	**Thu 4/18/24**
23		Model Alternatives	2 wks	Fri 3/8/24	Thu 3/21/24
24		Document results & downstream impacts	1 wk	Fri 3/22/24	Thu 3/28/24
25		QC & address comments	3 wks	Fri 3/29/24	Thu 4/18/24
26		**Alternatives memo and maps - draft**	**7 wks**	**Fri 3/22/24**	**Thu 5/9/24**
27		Prepare draft memo and maps	4 wks	Fri 3/22/24	Thu 4/18/24
28		Independent QC and address comments	3 wks	Fri 4/19/24	Thu 5/9/24
29		Submit draft memo and maps	0 days	Thu 5/9/24	Thu 5/9/24
30		**Alternatives memo and maps - revised**	**9 wks**	**Fri 5/10/24**	**Thu 7/11/24**
31		City review	4 wks	Fri 5/10/24	Thu 6/6/24
32		Draft memo review meeting	1 wk	Fri 6/7/24	Thu 6/13/24
33		Address City comments, finalize maps	4 wks	Fri 6/14/24	Thu 7/11/24
34		Submit revised maps/memo	0 days	Thu 7/11/24	Thu 7/11/24

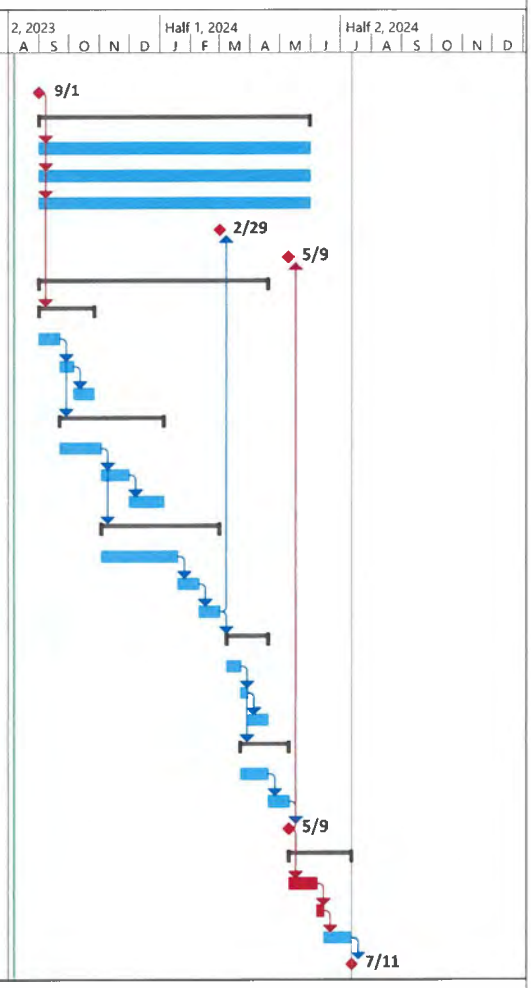


EXHIBIT D

Fee Schedule

Project Name:		Southeast Area 1 Alternatives Analysis Contract				
Task		**Total Labor Hours**	**Loaded Labor Cost**	**Other Direct Costs**	**Subconsultants**	**TOTALS**
Task 1:	Project Management and Meetings	136	$ 24,845	$0.00	$0.00	$ 24,845
Task 2:	Mitigation Alternatives Modeling, Memo, and Maps	1,135	$ 173,694	$0.00	$0.00	$ 173,694
GRAND TOTAL:		1,271	$ 198,539	$0.00	$0.00	$ 198,539

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

Note that budgets per task are provided for reference only and may be adjusted to better align with actual effort per task.

City of Round Rock Southeast Area 1 Alternatives Analysis 8/9/2023 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	198,539
	Special Services	$	-
	Total Project	$	198,539

Tasks			Labor										
Phase	Task	Task Description	Garrett Johnston	Dita Dwi Putri	Katherine Burnett	Cooper Bisset	Mark Pauls	Jay Scanlon	Mike Wayts	Billy Metzger	Ollie Trager	Total Hours	Total Labor Effort
			PM/PE	EIT/APM	EIT	GIS Analyst	QC	Senior Advisor	QA	QA Specialist	ICM		
			$252	$144	$144	$119	$187	$252	$252	$155	$164		
		Project Management										0	$ -
	1	External kickoff meeting	2	2	2							6	$ 1,080
	1	Periodic internal meetings	10	10	10	5					10	45	$ 7,635
	1	Periodic client meetings	5	5	5							15	$ 2,700
	1	Maintain and monitor scope / schedule / budget	10	10								20	$ 3,960
	1	One Page Reports / Periodic client communications	10	10								20	$ 3,960
	1	Corporate Support (Scheduler)										0	$ -
	1	Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)								10		10	$ 1,550
	1	Project hours charged to OFFXX050										0	$ -
	1	Project Closeout	1	1								2	$ 396
	1	City Memo and Maps Review Meeting	2	2	2							6	$ 1,080
												0	$ -
		Quality Management										0	$ -
	1	Develop quality management plan	1	2								3	$ 540
	1	Senior Advisor										0	$ -
	1	Quality Control reviews										0	$ -
	1	Quality Assurance reviews	3	3					3			9	$ 1,944
	1	Constructability reviews										0	$ -
												0	$ -
		Mitigation Alternatives model, memo, maps										0	$ -
	2.1	A - Brushy Creek South Alt 1	2	16	40						8	66	$ 9,880
	2.1	A - Brushy Creek South Alt 2	2	8	24						4	38	$ 5,768
	2.2	Map flooding depths at structures & document downstream impacts		4	6	6						16	$ 2,154
	2.4	Develop cost estimates		2	8			4				14	$ 2,448
	2.5	Internal QC and address comments	1	6	18		4	2				31	$ 4,960
												0	$ -
	2.1	B - North Lake Creek	2	6	16						4	28	$ 4,328
	2.1	B - North Lake Creek	2	3	12						2	19	$ 2,992
	2.2	Map flooding depths at structures & document downstream impacts		3	6	6						15	$ 2,010
	2.4	Develop cost estimates		2	8			4				14	$ 2,448
	2.5	Internal QC and address comments	1	2	8		2	2				15	$ 2,570
												0	$ -
	2.1	C - Rolling Oaks Dr	2	4	28						4	38	$ 5,768
	2.1	C - Rolling Oaks Dr	2	3	12						2	19	$ 2,992
	2.2	Map flooding depths at structures & document downstream impacts		4	6	6						16	$ 2,154
	2.4	Develop cost estimates		2	6			4				12	$ 2,160
	2.5	Internal QC and address comments	1	4	12		4	2				23	$ 3,808
												0	$ -
	2.1	D - Hyridge Neighborhood	2	4	28						6	40	$ 6,096
	2.1	D - Hyridge Neighborhood	2	3	12						4	21	$ 3,320
	2.2	Map flooding depths at structures & document downstream impacts		4	6	6						16	$ 2,154
	2.4	Develop cost estimates		2	6			4				12	$ 2,160
	2.5	Internal QC and address comments	1	4	12		4	2				23	$ 3,808
												0	$ -
	2.1	E - Greenslopes	2	4	28						6	40	$ 6,096
	2.1	E - Greenslopes	2	3	12						4	21	$ 3,320
	2.2	Map flooding depths at structures & document downstream impacts		4	6	6						16	$ 2,154
	2.4	Develop cost estimates		2	6			4				12	$ 2,160
	2.5	Internal QC and address comments	1	4	12		4	2				23	$ 3,808
												0	$ -
	2.1	F - Mays St	2	3	16						4	25	$ 3,896
	2.1	F - Mays St	2	3	12						2	19	$ 2,992
	2.2	Map flooding depths at structures & document downstream impacts		3	6	6						15	$ 2,010
	2.4	Develop cost estimates		2	8			4				14	$ 2,448
	2.5	Internal QC and address comments	1	2	8		4	2				17	$ 2,944
												0	$ -
	2.1	G - Breezy Ct	2	8	28						6	44	$ 6,672
	2.1	G - Breezy Ct	2	3	12						4	21	$ 3,320
	2.2	Map flooding depths at structures & document downstream impacts		4	6	6						16	$ 2,154
	2.4	Develop cost estimates		2	6			4				12	$ 2,160
	2.5	Internal QC and address comments	1	4	12		4	2				23	$ 3,808
												0	$ -
	2.1	H - Windy Park	2	2	12						2	18	$ 2,848
	2.2	Map flooding depths at structures & document downstream impacts		2	6	6						14	$ 1,866
	2.4	Develop cost estimates		1	6			4				11	$ 2,016
	2.5	Internal QC and address comments	1	1	4		4	2				12	$ 2,224
												0	$ -
	2.1.i	Combined ultimate condition modeling	2	6	40		8				8	64	$ 9,936
	2.6	Draft memo and maps	2	8	32	32	4	2			4	84	$ 11,980
	2.5	Internal QC and address comments	2	6	16	16						40	$ 5,576
	2.7	Address City comments + finalize	2	16	40	40						98	$ 13,328
												0	$ -
												0	$ -
		Total Hours / Quantity	**90**	**224**	**627**	**141**	**42**	**50**	**3**	**10**	**84**	**1,271**	
		Total Effort	**$ 22,680**	**$ 32,256**	**$ 90,288**	**$ 16,779**	**$ 7,854**	**$ 12,600**	**$ 756**	**$ 1,550**	**$ 13,776**		**$ 198,539**

COMPENSATION

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

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

Position	Hourly Rate
Professional 1	$119
Professional 2	$144
Professional 3	$164
Professional 4	$187
Professional 5	$219
Professional 6	$252
Construction Manager 1	$103
Construction Manager 2	$128
Construction Manager 3	$138
Construction Manager 4	$173
Construction Manager 5	$209
Construction Manager 6	$240
Construction Representative 1	$92
Construction Representative 2	$103
Construction Representative 3	$128
Construction Representative 4	$138
CAD Technician/Designer 1	$101
CAD Technician/Designer 2	$132
CAD Technician/Designer 3	$161
Corporate Project Support 1	$97
Corporate Project Support 2	$117
Corporate Project Support 3	$155
Intern / Coop	$60
Senior Advisor	$175

RATES FOR IN-HOUSE SERVICES AND EQUIPMENT:

Mileage

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

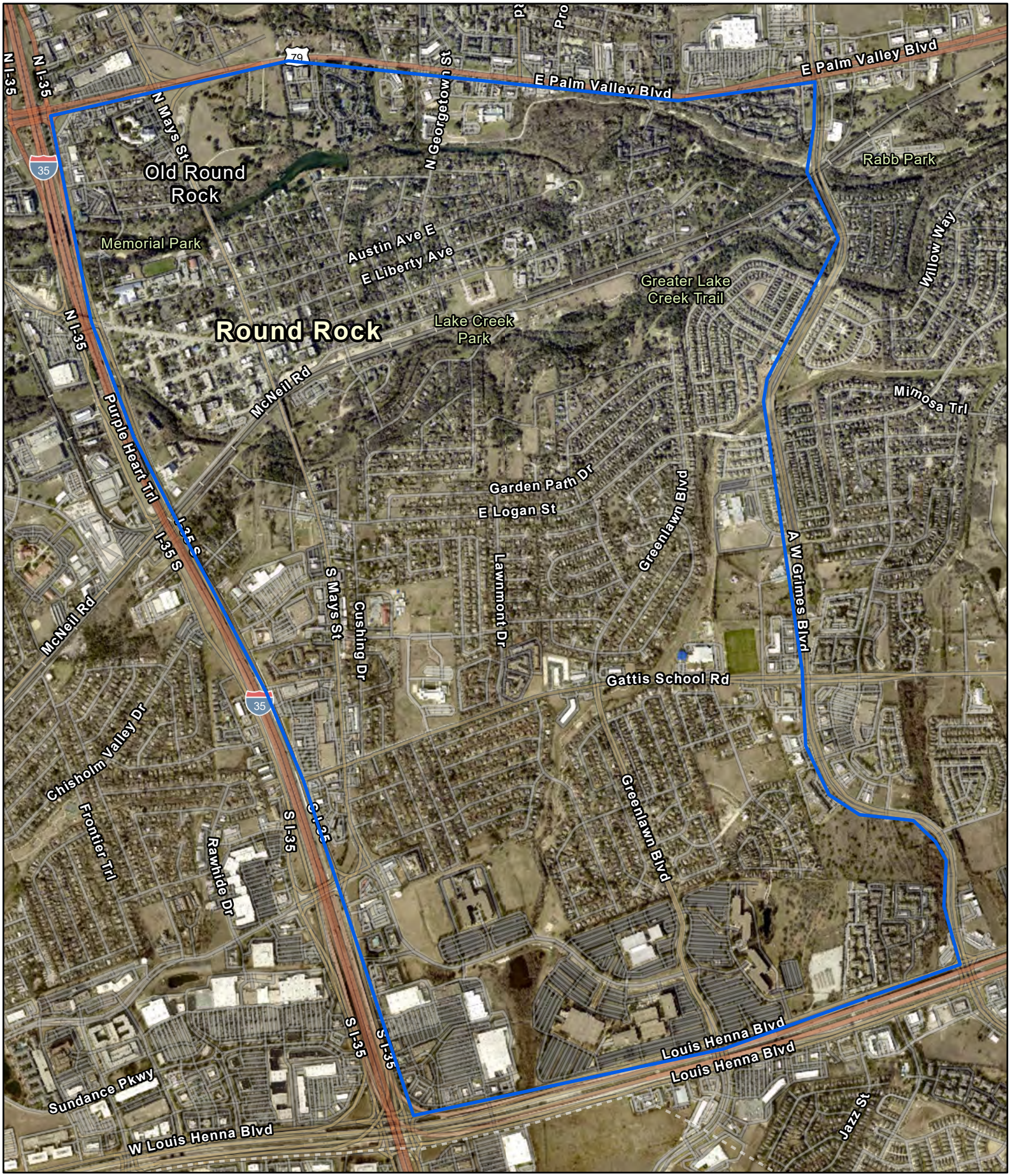
Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$100
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$200
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

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

These rates will be subject to an annual rate increase to not exceed 3% effective on contract anniversary



N
W E
S

Southeast Area 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1057843

Date Filed:
08/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freese and Nichols, Inc.
CORPUS CHRISTI, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Southeast Area 1-Alt Analysis
Provide professional engineering services as requested for the Southeast Area 1 - Alternatives Analysis project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pence, Robert	Fort Worth, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Reedy, Michael	Houston, TX United States	X	
Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Lisa Boggs, and my date of birth is [redacted].

My address is 800 N. Shoreline Boulevard, Suite 1600N (street), Corpus Christi (city), TX (state), 78401 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 9th day of August (month), 20 23 (year).

Lisa Boggs

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1057843

Date Filed:
08/09/2023

Date Acknowledged:
08/17/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.
CORPUS CHRISTI, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Southeast Area 1-Alt Analysis
Provide professional engineering services as requested for the Southeast Area 1 - Alternatives Analysis project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pence, Robert	Fort Worth, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Reedy, Michael	Houston, TX United States	X	
Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.10

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Plummer and Associates, Inc. for the BCRWWS East Wastewater Treatment Plant Tertiary Filters Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Director of Utilities and Environmental Services

Cost: $788,073.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-275

Brushy Creek Regional Wastewater Treatment System (BCRWWS) has recently expanded the capacity of the East Regional Wastewater Treatment Plant to 30 million gallons per day (MGD). As a result of the increased size of the plant, TCEQ could possibly place more stringent limitations on effluent quality both for now and in the future. In order to ensure these treatment standards are met, the partner Cities have decided to construct tertiary effluent filters which will add 48 MGD of capacity to the 6 MGD of existing filter capacity. In total, the plant will have 54 MGD of filter capacity at the completion of this project.

This request is for the approval of Supplemental Agreement No. 1 in the amount $788,073 with Plummer and Associates, Inc. This supplemental covers the remaining portion of final design and bid phase services associated with the tertiary filters project. Plummer and Associates, Inc. began the design with a Preliminary Engineering Report (PER). This contract also included a “gap” portion to be able to transition right into the final design phase since the City knew there would be long lead times to order the equipment. The “gap” portion allowed early approval for ordering the filter equipment which was just recently approved by City Council.

The total cost of Supplemental No. 1 is $788,073. The City of Round Rock is 60.76% participant in the cost of Supplemental Contract No. 1. This brings the City’s share of the Supplemental Agreement to $478,833.15.

Cost: $788,073

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2023-275

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services ("Contract") with Plummer and Associates, Inc. for the BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER) Project, and

WHEREAS, Plummer and Associates, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Plummer and Associates, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Plummer and Associates, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **PLUMMER AND ASSOCIATES, INC.** **("Engineer")**
ADDRESS: **6300 La Calma Drive, Suite 400, Austin, TX 78752**
PROJECT: **BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER)**

This Supplemental Contract No.1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Plummer and Associates, Inc., hereinafter called the "Engineer."

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 8th day of September, 2022 for the BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER) Project in the amount of $506,672.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $788,073.00 to a total of $1,294,745.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $788,073.00 the maximum amount payable under the Contract for a total of $1,294,745.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

PLUMMER AND ASSOCIATES, INC.

By: Stephen J. Coonan, P.E.

Digitally signed by Stephen J. Coonan, P.E.
DN: C=US, E=scoonan@plummer.com, O=Plummer, CN="Stephen J. Coonan, P.E."
Reason: I have reviewed this document
Date: 2023.08.25 10:19:36-05'00'

8/25/2023

Date

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephanie L. Sandre, City Attorney

ADDENDUM TO EXHIBIT B
Engineering Services

Background

The Brushy Creek East Regional Wastewater Treatment Plant (Plant) is owned by the Brushy Creek Regional Wastewater System (BCRWWS), who are the Cities of Round Rock, Cedar Park, and Austin (Partners). The City of Leander will become a part owner on completion of the current 10 MGD expansion project to the Plant. The engineering team, led by Prime consultant Plummer Associates, consultants Freese & Nichols, and K. Friese & Associates (Engineer) designed the most recent 10 MGD expansion, which is currently in the construction phase.

The purpose of this scope of services is to provide design and bidding professional services for additional effluent filter treatment, with a 48 MGD peak flow capacity. This scope is an amendment to the Effluent Filter PER project. The Effluent Filter PER Project scope had an undefined $200,000.00 set aside for continuing work into detailed design. The scope defined below is the entire detailed design scope. The previously authorized $200,000.00 is deducted from the design fee.

BAISC SERVICES

Plummer shall provide the Services in accordance with the tasks described herein.

Task 1. Project Management
Task 2. Design
Task 3. Equipment Preselection
Task 4. Field Surveys
Task 5. State and Local Approvals
Task 6. OPCC and Construction Schedule
Task 7. Quality Review
Task 8. Bidding Assistance
Task 9. Supplemental Services

Treatment Areas:
900 Effluent Filters:

Design a new clarified effluent filtration system to handle effluent from Trains 1, 2 and 3. The project is proposing to use two (2) of the Aqua-Aerobics Megadisk, 24 disk arrangements as the basis of the design. The design will include filtration equipment, auxiliary and backwashing pumping, a concrete basin, vault and other supporting structural features. In addition to the treatment structure new yard piping to convey flow, as well as process recycling and waste streams are required, along with some modifications to existing junction boxes. Supporting electrical and control infrastructure and instrumentation design will be included.

The operating limitations and key design points discussed in the PER dated March 3rd, 2023 are providing the process basis of design for this scope.

Task 1. Project Management

CONSULTANT shall manage the services required to complete the Project tasks from start of the design phase through the end of Bidding services. Project management consists of project administration, coordination and supervision of the project team and other internal resources, external project coordination and quality management for project milestones and deliverables to meet the project schedule and budget.

1.1. Project Execution Plan and Kickoff Meeting

Project Management Planning: The purpose of this task is to update the Project Management Plan (PMP) that will be used during the execution of this PROJECT. The PMP update will include the following:

- Scope
- Schedule
- Communications Plan
- Resources Plan
- Quality Control Plan

Kickoff Meeting: Initial kickoff meeting was held at the start of the PER phase of the project. Detailed design kickoff will be facilitated during a regular progress meeting:

Meetings: N/A facilitated in a progress meeting
Deliverables: Updated Baseline schedule, kickoff meeting materials and notes.

1.2. Monthly Monitoring, Administration and Status Reporting

The CONSULTANT will establish internal PROJECT controls to monitor PROJECT status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed by the CONSULTANT weekly. The CONSULTANT will prepare monthly status reports within 10 working days after the close of the CONSULTANT's accounting month.

Monthly status reports and invoices will be submitted electronically to PARTNERS. CONSULTANT shall submit monthly invoices in the approved format for PARTNERS review and approval. Each invoice package shall comply with the requirements of the Contract.

The Project Progress report shall include the following elements:

- Invoice
- Project progress update (previous, current and following month)
- Financial progress
- Outstanding issues/concerns requiring discussion or resolution
- Decision log

- Project scope elements added/removed
- Project schedule

Meetings: N/A
Deliverables: Progress Report in pdf format

1.3. Subconsultant Management

CONSULTANT shall manage, coordinate, and be responsible for efforts of its subconsultants participating in the Project. This includes distribution and coordination of work among the subconsultants, coordination of meetings/workshops and site visits, review and payment of monthly billing, and quality assurance and control of the work and documents submitted by the subconsultants.

The following are the subconsultants involved in the Project and their area of responsibility:

Subconsultant Services
KFA - Site/civil and Yard Piping

FNI – Structural

Both FNI and KFA

Raba Kistner - Geotechnical

TBD - Subsurface Utility Survey (as supplemental services)

Meetings: Internal Task Kickoff meetings, Internal design coordination meetings
Deliverables: N/A

1.4. Coordination with Other Projects

Elements of the Project may be affected by the decisions made on PARTNERS projects currently under evaluation, design or construction. CONSULTANT shall participate in one design coordination meeting for each project to review design information and incorporate the appropriate design element(s) of the Project into this Project.

At this time the following projects are anticipated for coordination:

- Reuse Water Storage Tank (location of pipe routes and electrical services)
- Reuse high service pumps and second utility lines (conveyance and electrical coordination)
- Brushy Creek Expansion to 40 MGD (hydraulics and master planning of future treatment train)

Other PARTNERS and non-PARTNERS projects may require coordination at the site and will require additional services.

If and when notified by PARTNERS PROJECT MANAGER, CONSULTANT shall attend meeting(s) for coordination of work with these other ongoing PARTNERS projects. Two meetings are assumed for this coordination task. If additional meetings are requested, then additional services shall apply.

Meetings: Two coordination meetings
Deliverables: Meeting materials and notes

1.5. Progress Meetings

The team shall conduct progress meetings with the partner agencies and separate coordination meetings with operations staff. These meetings are in addition to the workshops and meetings referenced in other tasks.

Meetings: 9 progress/operations meetings
Deliverables: Meeting materials and notes

Task 2. Design

2.1. 30% Design

30% design includes preliminary discipline design tasks. The focus of the 30% design set will be finalization of process details, treatment unit sizing, equipment sizing, and controls concepts. The purpose of this task is to use the data and guidelines developed in the Preliminary Engineering Report, and further develop the approved design concepts, develop the PROJECT design to achieve a true "design freeze" at the conclusion of 30% Design. The end products from this task will consist of 30% Discipline Design Basis of Memoranda with a set of drawings which will provide sufficient information for PARTNERS and agency review and design team coordination and review. Specific work activities and deliverables from this task are as identified below.

2.1.1. Civil and Site Development

30% Design work will consist of the following activities.

- Coordinate with disciplines and confirm the following (1) structure size, location, and orientation; (2) layout roadways/truck access corridors and define maneuvering requirements (design vehicle); (3) size and locate parking lots for employees and visitors to the facility; (4) determine emergency vehicle access requirements. (4) locate utility and piping corridors (horizontal and vertical).

- Set initial finished floor levels for new structures. Establish initial finished grades for overall major surfaces and road profiles.
- Prepare cover sheet and vicinity/location map; list of drawings; design criteria sheet; pipe materials schedule; and abbreviations and symbols.
- Coordinate with geotechnical engineer on boring locations; record boring locations on site drawings.
- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.2. Process Mechanical

30% Design for process mechanical will consist of the following:

1. Modelling- Update hydraulic profile calculation and prepare hydraulic profile for process flow and side streams. Establish maximum and minimum water surface elevations for process tanks.

- Select equipment type and determine size/capacity/redundancy of treatment unit processes and ancillary systems.
- Select process mechanical piping, sizes and materials.
- Review capacity of existing processes and equipment to remain in service. Assign capacity to existing processes.
- Coordinate with I&C to prepare process flow diagrams and P&IDs.
- Prepare solids balance.
- Update process flow diagrams for liquid treatment process and solids treatment process.
- Develop process control narratives.
- Develop schematics for plant water system and drain system.
- Develop system curves for the following pumping applications prior to equipment preselection:
    1. Filter Backwash Pumps
- Develop process mechanical criteria and code requirements.
- Develop process mechanical building/structure plans and sections.
- Update equipment list with sizing for major equipment. Coordinate with the PARTNERS on preferences of equipment manufacturer and processes.
- Prepare equipment arrangements.
- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.3. Structural

30% Design work for structural will consist of the following activities.

- Perform a structural evaluation of existing facilities that require retrofit/rehabilitation to identify areas where the facilities may need additional reinforcement or modifications.
- Develop initial structural demolition plans.
- Consult with lead process mechanical engineer on building/structure layouts.
- Select design concepts and materials for canopies, handrails, stairs, and gratings.
- Develop building foundation and structure concepts based on schematic building layouts.
- Review concepts and draft work products with and seek approval from quality control reviewer.

2.1.4. Geotechnical

30% Design work for geotechnical will consist of the following:

- Review Geotechnical Report for site specific geotechnical subsurface conditions for each facility and structure.
- Review Geotechnical Report for specific foundation requirements.
- Using results of investigations, prepare foundation and corrosion control recommendations.
- Review concepts and draft work products with and seek approval from quality control reviewer.
- Field survey is provided in Task 4.1.

2.1.5. Electrical

30% Design work for electrical will consist of the following:

- Prepare skeleton one-line diagram for power feeds for proposed facilities.
- Determine quantity and locations of electrical distribution equipment, including motor control centers and panelboards.

- Coordinate with lead process mechanical engineers to validate equipment motor sizing.
- Prepare load calculations.
- Review electrical site plan
- Coordinate with other disciplines (architectural, process/mechanical) to resolve code compliance issues specific to these disciplines.
- Develop schedule of hazardous and corrosive locations.
- Review conceptual design and draft work products and seek approval from quality control reviewer.

2.1.6. Instrumentation and Control

30% Design work for instrumentation and control will consist of the following activities:

- Document and develop the existing controls system architecture, including fiber optic routing, network configuration, the location of PLCs etc.
- Document existing control system panel layout, including Input/Output terminal locations, panel door mounted control stations and internally mounted field instruments.
- Determine and generally develop a control system architecture that includes the existing and proposed control system panels, including routing of a fiber-optic network cabling.
- Document and develop Process & Instrumentation Diagrams (P&IDs) of the existing processes that will remain in service. For those modified processes the P&IDs will reflect the modifications, including new instrumentation and equipment.

2.1.7. Construction Sequencing

- Develop construction sequencing for the project.
    - Existing Effluent Tie-in.
    - Tie-ins on non-potable.
    - Tie-ins to site drainage.
    - Tie-ins to existing electrical systems.

2.1.8. 30% Design Document Completion

- Prepare 30% Discipline Design Basis Memoranda (including drawings).
- Complete 30% OPCC – See Task 6.
- Complete 30% quality review – See Task 7.

2.1.9. 30% Design Workshop

CONSULTANT will conduct a two-hour workshop with the PARTNERS's personnel to review the work products from subtasks 2.1.1 through 2.1.11, as defined above. The workshop will be held at the Plant. Final notes from the workshop and the work products as defined above will be assembled in the 30% Design report and submitted to the PARTNERS.

Meetings: 30% Design Review Workshop
Deliverables:

- ***Meeting materials and notes***
- ***30% Discipline Design Basis Memoranda including Drawings (electronic) Draft and Final***

2.2. 60% Design

The purpose of this task is to use the data and guidelines developed in the 30% Design Report and Drawings, and further develop the approved design concepts, develop the PROJECT design to achieve a true "design freeze" at the conclusion of 60% Design. The focus of the 60% design information will be major architectural concepts, structural development, major electrical arrangements, concepts, and additional refinement of the Civil and Process Mechanical designs. The designs of individual treatment units will be tailored around the equipment selected in the equipment preselection process. The end products from this task will consist of 60% drawings and major equipment specifications which will provide sufficient information for PARTNERS and agency review and design team coordination and review. Specific work activities and deliverables from this task are as identified below.

2.2.1. Civil and Site Development

- Structures, vaults, roads, and major site element horizontal locations are finalized. Structure floor/control levels and finished grades are finalized.
- Define CONTRACTOR staging, storage, access, and off-site access corridors.
- Prepare site grading drawings.
- Set final building and structure elevations.
- Develop yard piping and plant drain layouts. Identify corridors for smaller piping and other utilities. Coordinate with electrical duct bank layout and odor piping layout.
- Show storm water control concepts (swales, curb, and gutter) on the Design drawings.
- Incorporate corrosion control recommendations into design.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products with and seek approval from quality control reviewer.

2.2.2. Process Mechanical

- Finalize major equipment sizing calculations.
- Finalize the hydraulic profile for major gravity process pipelines and hydraulic structures. Finalize maximum and minimum water surface elevations for process tanks.
- Coordinate with I&C on completion of P&IDs.
- Coordinate with I&C on development of process control narratives.
- Prepare 3-D electronic models, building and structure layouts (plans and major section(s)).
- Prepare preliminary mechanical equipment demolition plans.
- Assemble catalog cuts for major process equipment. Complete equipment data sheets or equipment list on major equipment items.
- Incorporate corrosion control recommendations into design.
- Coordinate with I&C in the finalization of P&IDs
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products with and seek approval from quality control reviewer.

2.2.3. Structural

- Coordinate with geotechnical engineer to establish foundation design criteria for proposed facilities. Review geotechnical report and discuss foundation design approach with geotechnical engineer and senior structural reviewer.
- Document structural design concept for each building (room by room) and structure. Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc.).
- Preliminary framing plan for buildings and other structures.
- Incorporate corrosion control recommendations into design.
- Prepare 3-D electronic models, preliminary floor plan for major structures.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products with and seek approval from quality control reviewer.

2.2.4. Electrical

- Prepare detailed electrical load calculations and finalize equipment sizing.
- Identify rights-of-way and routing methods for electrical conduit. Lay out duct bank system (major runs/manholes). Locate manholes and hand holes. Coordinate with civil yard piping
- Prepare electrical site plan.
- Prepare duct bank details.
- Prepare electrical riser diagrams.
- Define hazardous locations (NFPA 820) and document. Define corrosive locations and documents.
- Prepare first draft of technical specifications not already included in the pre-selection process.
- Review 60% Design and draft work products and seek approval from quality control reviewer.

2.2.5. Instrumentation and Control

- Finalize the of control system architecture that includes the existing and proposed control system panels, including routing of a fiber-optic network.
- Finalize PLC Input/Output list for proposed control system panels.
- Update P&IDs for proposed processes, including instruments, equipment, panel fronts and input/outputs into PLC.
- Develop draft I&C specifications.

2.2.6. 60% Design Document Completion

- Draft project specific Division 0 and 1 documents including draft bid forms, bidder requirements, temporary field office, temporary utilities, testing, site security requirements.
- Prepare 60% Design drawings (using the same disciplines as shown in Task 2.1).
- Prepare draft technical specifications.
- Prepare revised calculations.
- Complete 60% OPCC – See Task 6.
- Complete 60% quality review – See Task 7.

2.2.7. 60% Design Workshop

CONSULTANT will conduct a 1/2-day workshop with the PARTNERS's personnel to review the work products from subtasks 1.2.1 through 1.2.10 defined above. The workshop will be held at the Plant. Final notes from the workshop and the work products as defined above will be assembled in the 60% Design report and submitted to the PARTNERS.

Meetings: 60% Design Review Workshop
Deliverables:

- ***Meeting materials and notes,***
- ***60% Design Drawings and Specifications (electronic)***

2.3. 90% Design

The purpose of this task is to utilize the conceptual decisions of the PROJECT that were made during 60% and to complete and finalize the Design preliminary calculations and progress design to approximately 90% completion. Structures, equipment, major plant piping, process, site plan are finalized to allow final detailing during 90% Design. Specific activities, and work products from this phase are described in the following subtasks:

2.3.1. Civil and Site Development

- Finalize site drawings.
- Finalize road and piping plans, profiles and details.
- Prepare miscellaneous civil drawings, details and standard details.
- Finalize technical specifications.

2.3.2. Process Mechanical

- Finalize calculations.
- Update hydraulic calculations to design confirm early design assumptions.
- Finalize plans and sections.
- Prepare details and standard details.
- Prepare final equipment schedules.
- Finalize technical specifications.

2.3.3. Structural

- Finalize models, plans and sections.
- Prepare details and standard details.
- Finalize calculations
- Finalize technical specifications.

2.3.4. Electrical

- Finalize project electrical drawings.
- Finalize electrical and lighting plans.
- Develop miscellaneous electrical drawings, details and standard details.
- Finalize electrical riser diagrams.
- Prepare final electrical schedules.
- Finalize technical specifications.

2.3.5. Instrumentation and Control

- Develop data sheets for field mounted instrumentations.
- Finalize system architecture.
- Finalize instrumentation details.

2.3.6. Construction Sequencing

- Revise and finalize construction sequencing.

2.3.7. 90% Design Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. PARTNERS input is required at this point to determine construction contract requirements and insurance requirements.
- Prepare 90% Design drawings (using the same disciplines as shown in Task 2.2).
- Prepare draft technical specifications.
- Prepare final calculations.
- Complete 90% OPCC – See Task 6.
- Complete 90% quality review – See Task 7.

2.3.8. 90% Design Workshop

CONSULTANT will conduct two-hour design workshop to review the work products with the PARTNERS's staff. The workshop will be held at the Plant.

Final workshop notes, documenting key decisions and the work products produced through subtasks above will be submitted to the PARTNERS.

Meetings: 90% Design Review Workshop
Deliverables:

- ***Meeting materials and notes***
- ***90% Design Drawings and Specifications (electronic)***
- ***Final Design Basis Memoranda (electronic)***

2.4. 100% Design

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding as well as the Final Design Report summarizing the design criteria and assumptions. Key activities will consist of:

2.4.1. Final Contract Document Completion

CONSULTANT will modify the contract documents to reflect agreed upon final review comments from the PARTNERS, applicable regulatory agencies and CONSULTANT's quality control review team. The final documents will then be submitted to the PARTNERS.

- Prepare final construction drawings (using the same disciplines as shown in Task 2.3).

- Prepare final technical specifications.

2.4.2. Final Design Report Completion

The Design Report will be finalized based on updates made during the design process. Draft and Final Design Reports will be submitted. As this is not part of the contract documents, it will be submitted after the conformed documents are submitted.

Meetings: N/A
Deliverables: 100% Signed and Sealed Design Drawings and Specifications (electronic)

Task 3. Equipment Preselection
Equipment preselection task will include development of one equipment preselection package. The task will be kicked off with an Equipment Identification effort followed by developing front-end documents and technical specifications and supporting drawings, as well as bidding assistance. The equipment preselection package will likely include the following equipment.

- Cloth filters system sole sourced to Aqua Aerobics)

Equipment preselection kickoff meeting will be held with operations, maintenance, electrical and I&C staff.

3.1. Preselection Front Ends
Contractual and front-end documentation will be provided by the City of Round Rock purchasing department. Coordination with any funding agency will also be taken on by the City.

3.2. Preselection Specifications
Develop equipment specifications for the above equipment items. Develop performance requirements and information necessary for evaluating proposal with Partner's input. Specifications will identify acceptable manufacturers based on project experience and needs. Equipment will be evaluated based on experience, reliability, operation and maintenance requirements, power usage, as well as equipment and construction costs, and other non-cost factors as part of a life cycle cost evaluation.

3.3. Preselection Drawings
Develop supporting drawings for the equipment pre-selection package. Drawings will include process and instrumentation diagrams as well as site layouts. The drawings are intended to provide suppliers with information concerning the environment in which their equipment will be placed and the role that the equipment will play in the overall treatment process.

3.4. Preselection Proposal Assistance
- Engineer will review proposal for conformance to the technical specifications.
- Prepare proposal review summary and discuss any concerns with the City.

Meetings:
- ***Workshop 1 – Draft Preselection Document Review,***
- ***Preselection Proposal Acceptance.***

Deliverables:
- ***Meeting materials and notes,***
- ***Draft and Final Preselection Package Documents,***

- ***Proposal Review Memorandum,***

Task 4. Field Surveys

Field Surveys shall be conducted to further define the existing conditions. Field surveys include geotechnical survey. Topographical Survey and SUE are Additional Services which are not expected to be required.

4.1. Geotechnical

CONSULTANT shall perform field investigations/testing to determine the existing site conditions and proper methods of demolition and construction. CONSULTANT shall provide geotechnical investigation services to characterize the subsurface soils for the areas affected by the Project. The results shall be formalized in a report and sealed by a registered professional engineer.

CONSULTANT shall submit an electronic copy of the report to PARTNERS PROJECT MANAGER. The Geotechnical Data Report supplied by the Geotechnical sub-consultant will be reviewed and evaluated.

From this basis, CONSULTANT will prepare a Geotechnical Design Report for the specific focus of application of trenchless technologies. This document interprets the geotechnical data for specific application to the methods of underground trenchless pipe installations and will be provided for inclusion in the Bid Documents for the pipeline.

Geotechnical borings shall include the following:

- Up to 2 geotechnical bores up to 35 foot depth.

Meetings: Site Drilling Coordination Meeting
Deliverables: Final Geotechnical Report

Task 5. State and Local Approvals

State and Local Approvals activities are assumed to be minimal and limited to correspondence with TCEQ and City of Round Rock regarding design review and permission to construct.

5.1. TCEQ

5.1.1. Correspondence with TCEQ regarding a Letter of Summary Transmittal (217 Letter).

5.2. City of Round Rock

The City of Round Rock project manager will take the lead on City permitting. Additional permitting support will require additional services.

Meetings: 1 meeting with TCEQ
Deliverables: Meeting materials and notes, Construction Letter to TCEQ.

Task 6. OPCC and Construction Schedule

The Opinions of Probable Construction Cost (OPCC) for this Scope of Work will be prepared in accordance with the cost estimate classes defined by the Association for the Advancement of Cost Engineering (AACE). Construction schedule will be estimated at the same time and include results of the Construction Sequencing task. Estimates will be developed according to the following:

6.1. Equipment Preselection – "Class 3" level estimate
6.2. 30% Design – "Class 4" level estimate
6.3. 60% Design – "Class 3" level estimate
6.4. 90% Design – "Class 2" level estimate
6.5. 100% Design – "Class 2" level estimate

The OPCC developed for the 100% design will be the CONSULTANT's final estimate of project construction cost prior to project Bid Advertisement.

Meetings: N/A
Deliverables: Equipment Preselection, 30%, 60%, 90%, and 100% OPCC

Task 7. Quality Review
The objective of this task is to develop and implement procedures to obtain the highest quality deliverables. The majority of the quality control review and approval will occur prior to the finalization of the work products from each design task. Each of the subtasks below is performed following development of the technical deliverables. The relevant review points are listed under each of the subtasks. A Quality Assurance Audit Log will be used to track the progress of reviews.

7.1. Technical Review
A Quality Team will be established by the CONSULTANT consisting of three experienced engineers familiar with similar projects. An internal meeting will be held at the end of 30%, 60%, 90% Design and prior to completion of the 100% documents. The purpose of these reviews is to confirm that the design will accomplish the PROJECT objectives.

7.2. Intradiscipline Review
Detailed intradiscipline review will be conducted at the completion of 30%, 60%, 90% and prior to the completion of 100% Design. These reviews will be conducted for each discipline by a person not involved in preparing the plans or specifications for this PROJECT.

7.3. Interdiscipline Review
Interdiscipline checking will be conducted at completion of 60%, 90% and prior to the completion of 100% for agreement and coordination among the design disciplines and the specifications.

7.4. Constructability Review
Constructability reviews will be conducted at the completion of 30%, 60%, 90% and prior to the completion of 100% Design for facility constructability.

7.5. Operability Review

Operability reviews will be conducted simultaneously with the interdiscipline reviews for consistency with the PARTNERS's operations practices.

7.6. OPCC Review

The Engineer's Opinions of Probable Construction Cost will be reviewed by the Project Engineers and Project Manager to confirm that the cost estimating team understood the work and conditions associated with the portions of the PROJECT. The cost estimates will be reviewed at the end of 30%, 60%, 90% and prior to 100% Design.

7.7. Final Back Check

The Construction Document proof set will be checked to confirm that internal and external comments have been appropriately addressed and incorporated.

Meetings: Internal Quality Review meetings for 30%, 60%, 90% Design
Deliverables: Executed Quality Control Plan

Task 8. Bidding Assistance

Bidding assistance including contractor prequalification, bid opening/recommendation and conformed document development will be provided.

8.1. Contractor Prequalification

- Develop Prequalification requirements to include in RFQ and use as the basis for scoring criteria.
- Prepare Contractor RFQ advertisement notice.
- Prepare Contractor RFQ documents.
- Perform evaluation of submittals and summarize scoring along with Partner's scores and meet to review Contractor Qualifications Evaluation Memorandum.

Meetings: Contractor Prequalification Workshop 1
Deliverables:

- ***Draft and Final RFQ Advertisement Notice***
- ***Draft and Final Contractor Request for Qualifications***
- ***Contractor Qualifications Evaluation Memorandum***

8.2. Advertisement

- The Partner's purchasing department will advertise for bids. Consultant shall provide technical information required for advertisement.
- Participate in pre-bid conferences.
- Provide technical response to bidder's technical questions and prepare addenda for Partners to issue. Partners shall provide responses to non-technical questions.

Meetings: Prebid Meeting
Deliverables: Responses to Bidders' technical questions; Addenda

8.3. Bid Opening/Recommendation

- Assist the Partners in opening, tabulation, and analyses of the proposals received for the project and

- Furnish recommendations on the award or the appropriate actions to be taken by the Partners.
- Participate in proposal review and assessment meetings.

Meetings: Proposal Review Meeting
Deliverables: Award Recommendation Letter

8.4. Conformed Documents Preparation
Prepare conformed specifications and drawings for each project based upon addenda issued during advertisement.

Meetings: N/A
Deliverables: Furnish Partners two (2) full-size (22" x 34") sets, ten half-size (11" x 17") sets of "conformed" plans and specifications, and one electronic copy.

Task 9. Supplemental Services

[None included.]

LIST OF ASSUMPTIONS

The following assumptions were used when developing the scope of service and estimating the compensation to CONSULTANT. These assumptions are in addition to the scope and additional services set forth in the scope of work.

1. The next Discharge Permit issued by TCEQ is assumed to be for Final Phase 40 MGD with 0.5 mg/L Phosphorous and the existing TSS, BOD_5 and NH_3 limits. Changes from this assumption will require reevaluation and rework.
2. City of Round Rock will process City permits and may use progress sets at the identified design levels to support permit applications. CONSULTANT is not providing any additional "permit sets" or permit applications. Consultant will meet with code officials as detailed in the scope to identify and review code requirements.
3. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed. Changes in these codes may necessitate a change in scope. This includes the current FEMA adopted 100 year (1% annual chance) flood plain for the Plant site.
4. The design work on this PROJECT will last 12 months from authorization to proceed and be completed prior to a bidding period, which is assumed to be 3 months.
5. CONSULTANT's design delivery process will be employed. With the exception of the final review, the PROJECT team will not stop during formal reviews of submittals.
6. The design documents will be prepared for a single construction contract.
7. PARTNERS specifications will be used as the basis for the Division 0 specifications. CONSULTANT master specifications will be used as the basis for other technical specifications and Division 1 documents.
8. The drawings will follow CONSULTANT CAE/CAD standards. AutoCAD will be used to develop the drawings.
9. Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted by others if needed.

10. No existing buildings, equipment, treatment units, or facilities will be modified except as specifically noted above.
11. Storm water management facilities are assumed to not be required.
12. Power coordination/Arc Flash Study is not included in the Scope of Work.

The following assumptions are technical in nature:

Civil/Geotechnical

1. Legal, easement or plat surveys of the existing site will not be required.
2. Site drawings will only be prepared for those areas of the plant where new facilities are to be constructed or involving significant disturbance to existing grading.
3. The only new roadway work required is in the immediate area of new and modified facilities and existing road rehabilitation.

Structural/Architectural/Geotechnical

1. Conventional spread foundations will be required for new facilities. Over excavation, preload, piles, or underdrain systems are not required. Uplift due to high groundwater levels, if any, will be addressed with thickened base slabs or pressure relief valves in slabs. No underdrain systems or tension systems will be required.

Process/ Mechanical

1. Only hydraulic assessments required for the design of the new or modified facilities are included. The basis of the hydraulic design is outlined in the submitted PER for this project, dated March 3rd, 2023. This also includes the flow limitations of the gravity component and within the treatment units themselves.
2. The necessary process design, liquids/solids balance and energy balance calculations will be performed.
3. Design concerning "plant-wide" utility systems such as basin drainage, water, and in-plant waste collection/disposal will be limited to extensions and/or changes in existing piping. No new structures or equipment will be needed.
4. No corrosion control provisions will be required other than materials selection and coatings.

HVAC and Plumbing

1. N/A

Electrical and Instrumentation & Controls Systems

1. CONSULTANT will not perform the work of developing process control system software for either the PLC or the PC interface as part of the design phase services.

ADDITIONAL SERVICES

1. Additional Field Surveys for topography, SUE and geotechnical
2. Outside funding grant applications assistance
3. Updates to the plans and specifications for value engineering.

PARTNERS PROVIDED SERVICES

1. PARTNERS will provide to CONSULTANT all data in PARTNERS's possession relating to CONSULTANT's services on the Project. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the PARTNERS.
2. PARTNERS will make its facilities accessible to CONSULTANT for performance of its services and will provide labor and safety equipment for such access. PARTNERS will perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of PARTNERS's facilities as may be required in connection with CONSULTANT's services.
3. PARTNERS will give prompt notice to CONSULTANT whenever PARTNERS observe or become aware of development that affects the scope or timing of CONSULTANT's services, or of defect in the work of CONSULTANT or the CONTRACTOR.
4. The PARTNERS shall examine information submitted by CONSULTANT and provide comments in writing and provide decisions in a timely manner.
5. The PARTNERS shall furnish required information and approvals in a timely manner.
6. The PARTNERS shall cause all agreements with the CONTRACTOR to be consistent with CONSULTANT's Agreement.

TIME OF COMPLETION

Plummer is authorized to commence work on the Services upon execution of this Agreement and agrees to complete these Services in accordance with the schedule below. If the execution of this Agreement is beyond the start date of the schedule below, the schedule will be adjusted.

Project Milestones	**Duration**	**Start Date**	**End Date**
Notice to Proceed		April 18, 2023	
Design: Pre-procurement Filter Design	3 months	April 2023	June 2023
Equipment Proposals & Selection	1 months	June 2023	July 2023
Design 30% - 90%	5 months	Aug 2023	Dec 2023
TCEQ Document Submission/ 100% Documents	2 months	Dec 2023	Jan 2024
Construction Bid & Award	2 months	Jan 2024	April 2024
Construction	10 months	Mar 2024	Jan 2025

COMPENSATION

Tasks shall be Lump Sum. Fee for services is outlined in Exhibit D – Fee Schedule

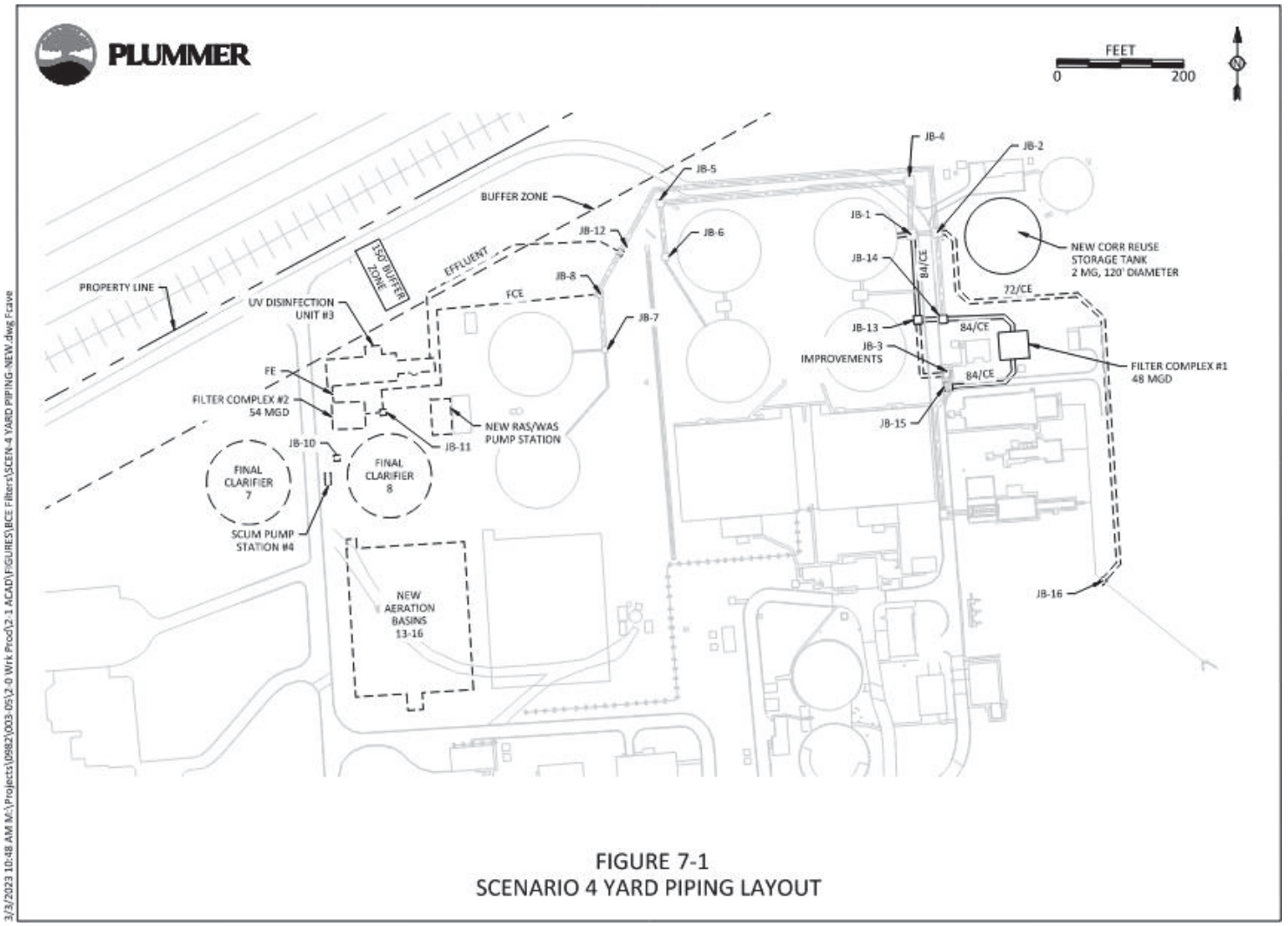


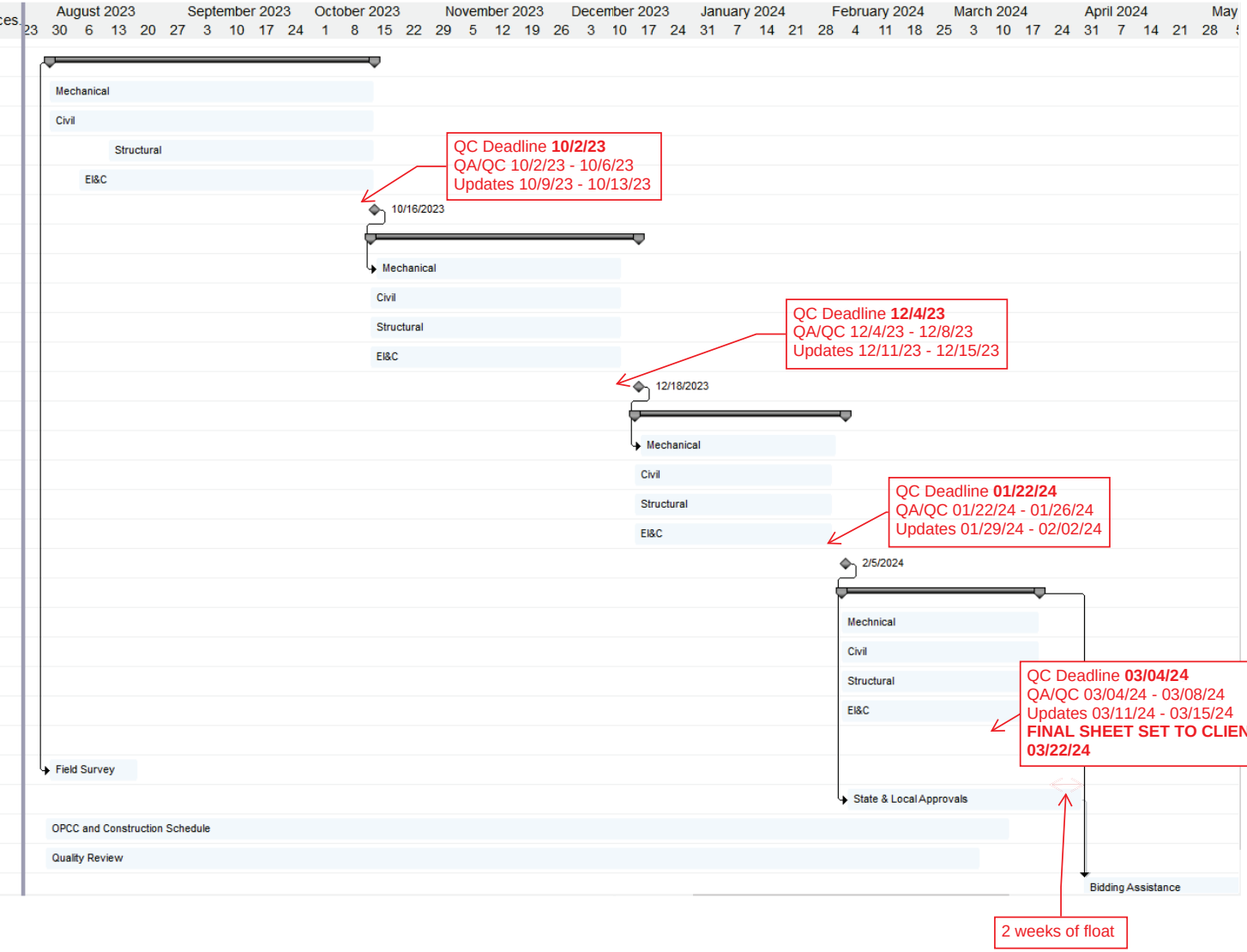
FIGURE 7-1
SCENARIO 4 YARD PIPING LAYOUT

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

BRUSHY CREEK EFFLUENT FILTER DESIGN
PROPOSED SCHEDULE

Name	Dur...	Units	Start	Finish	Predeces...
30% Design	77.00	days	7/31/2023	10/16/2023	
Mechanical	11.00	weeks	7/31/2023	10/16/2023	
Civil	11.00	weeks	7/31/2023	10/16/2023	
Structural	9.00	weeks	8/14/2023	10/16/2023	
EI&C	10.00	weeks	8/7/2023	10/16/2023	
30% Workshop	0.00	weeks	10/16/2023	10/16/2023	
60% Design	64.00	days	10/15/2023	12/18/2023	
Mechanical	8.43	weeks	10/16/2023	12/14/2023	28
Civil	8.57	weeks	10/15/2023	12/14/2023	
Structural	8.57	weeks	10/15/2023	12/14/2023	
EI&C	8.57	weeks	10/15/2023	12/14/2023	
60% Workshop	0.00	weeks	12/18/2023	12/18/2023	
90% Design	50.00	days	12/17/2023	2/5/2024	
Mechanical	6.71	weeks	12/18/2023	2/3/2024	34
Civil	6.71	weeks	12/17/2023	2/2/2024	
Structural	6.71	weeks	12/17/2023	2/2/2024	
EI&C	6.71	weeks	12/17/2023	2/2/2024	
90% Workshop	0.00	weeks	2/5/2024	2/5/2024	
100% Design	47.00	days	2/4/2024	3/22/2024	
Mechnical	6.71	weeks	2/4/2024	3/22/2024	
Civil	6.71	weeks	2/4/2024	3/22/2024	
Structural	6.71	weeks	2/4/2024	3/22/2024	
EI&C	6.71	weeks	2/4/2024	3/22/2024	
Equipment Pre-purchase	7.00	weeks	5/29/2023	7/17/2023	
Field Survey	3.00	weeks	7/31/2023	8/21/2023	23SS
State & Local Approvals	8.00	weeks	2/5/2024	4/1/2024	40
OPCC and Construction	32.71	weeks	7/30/2023	3/15/2024	
Quality Review	31.71	weeks	7/30/2023	3/8/2024	
Bidding Assistance	8.00	weeks	4/1/2024	5/27/2024	41,48



ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

EXHIBIT D

Fee Breakdown: Brushy Creek Effluent Filters Design
City of Round Rock

Scope of Work												Subconsultants		Sub Total	Total Project
		STAFF -->	Principal	Project Manager	Sr. Project Engineer	Project Engineer	EIT	CAD	Admin	Assitant PM	Total Hours	Labor Cost	KFA	FNI	Subconsultants (w/ markup)	Budget
		RATES -->	$ 340	$ 200	$ 325	$ 175	$ 140	$ 150	$ 110	$ 170						
Task	Subtask	Activity Description														
1.0		Project Management	41	110	1	64	60	1	0	92	369	$ 71,655	$ 11,010	$ -	$ 12,111	$ 83,766
2.0		Design	73	328	187	762	671	714	20	0	2,755	$ 487,785	$ 74,540	$ 103,083	$ 195,385	$ 683,170
	2.1	30%	25	108	82	188	180	242	20	0	845	$ 153,350	$ 28,800	$ 28,041	$ 62,525	$ 215,875
	2.2	60%	20	76	56	210	183	222	0	0	767	$ 135,870	$ 26,510	$ 39,419	$ 72,522	$ 208,392
	2.3	90%	18	104	32	224	188	170	0	0	736	$ 128,340	$ 16,410	$ 24,396	$ 44,887	$ 173,227
	2.4	100%	10	40	17	140	120	80	0	0	407	$ 70,225	$ 2,820	$ 11,227	$ 15,452	$ 85,677
3.0		Equipment Preselection	0	32	20	86	68	18	0	0	224	$ 40,170	$ -	$ -	$ -	$ 40,170
4.0		Field Survey	0	4	0	8	16	0	0	0	28	$ 4,440	$ -	$ -	$ 10,000	$ 14,440
5.0		State and Local Approvals	1	6	0	18	0	0	0	0	25	$ 4,690	$ -	$ -	$ -	$ 4,690
6.0		OPCC and Construction Schedule	0	16	16	74	88	0	0	0	194	$ 33,670	$ 3,450	$ 8,510	$ 13,156	$ 46,826
7.0		Quality Review	42	8	38	0	78	0	0	0	166	$ 39,150	$ 10,690	$ 9,927	$ 22,679	$ 61,829
8.0		Bidding Assistance	0	26	8	64	88	40	0	0	226	$ 37,320	$ 3,415	$ 11,005	$ 15,862	$ 53,182
BASIC SERVICES TOTALS			230	858	457	1,838	1,740	1,487	40	92	6,373	$ 718,880	$ 103,105	$ 132,525	$ 269,193	$ 988,073

Previously Authorized	$ 200,000
Amendment Request Amount	$ 788,073

*Fee is based on a lump sum effort from the Engineer and its sub consultants, rates and hours are shown in support of the total fee.


Project Location
Hwy 79
Brushy Creek Regional WW Treatment Plant
Brushy Creek

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1062455

Date Filed:
08/21/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Plummer Associates, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
0982-011-01
Round Rock BCRWWS East WWTP Tertiary Filter Project, Design Phase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Young, Chris	Fort Worth, TX United States	X	
McDonald, Ellen	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cylena Eason, and my date of birth is [redacted].

My address is 1320 S. University Dr., Suite 300 (street), Fort Worth (city), TX (state), 76107 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 21st day of August (month), 2023 (year).

Cylena Eason

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1062455

Date Filed:
08/21/2023

Date Acknowledged:
09/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Plummer Associates, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

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0982-011-01
Round Rock BCRWWS East WWTP Tertiary Filter Project, Design Phase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Young, Chris	Fort Worth, TX United States	X	
McDonald, Ellen	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.11

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Alan Plummer Associates, Inc. for the BCRWWS East Wastewater Treatment Plant Expansion (Construction Phase Services) Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: $144,715.11

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-276

The Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) is owned by the Cities of Round Rock, Austin, and Cedar Park. The City of Leander is buying into the BCRWWS by cost participating in the expansion project. This project expands the BCRWWS East WWTP capacity from 20 million gallons per day (MGD) to 30 MGD and upgrades the plant's ability to treat to a higher level to meet potential stricter Texas Commission on Environmental Quality (TCEQ) permit requirements. Most, if not all, of the existing plant improvements, were driven by the expansion of the plant to 30 MGD.

The City entered into a contract with Alan Plummer Associates, Inc. (APAI) on August 10, 2017, in the amount of $1,662,593 to perform the preliminary engineering services necessary for the expansion of the BCRWWS East WWTP.

Supplemental Agreement No. 1 with APAI added additional services, which included surveying, geotechnical data collection, and equipment pre-selection services. These tasks were not included in the preliminary engineering and were needed before beginning the final design. Equipment pre-selection established specific products and manufacturers for almost all of the large equipment to be installed and constructed with the plant expansion project. Supplemental Contract No. 1 was $500,000, bringing the total engineering for the project to $2,162,593.

Supplemental Contract No. 2 for Final Design for $7,909,514 has been completed. The contract also

included bidding phase services. Total engineering costs approved through the bidding phase was $10,072,107. APAI (now Plummer & Associates) has two primary engineering sub-consultants under these agreements. They are with K. Friese and Associates (KFA) and Freese and Nichols, Inc. (FNI). The breakdown of costs and tasks for these services were shown in the contract documents.

A new contract was entered into with Plummer & Associates to provide construction phase ser expansion project. It included, amongst other services, providing two full-time onsite people construction oversight on behalf of the owners. Other primary functions included processing information and change orders from the contractor, equipment and materials testing, day-to-d walk-through inspections, and approving as-built plans. It was anticipated that these services thru the end of the construction project, which was anticipated to last three years until June 2023.

Because the project is taking longer to complete due to scope increases as well as the contractor taking additional time, this Supplemental Agreement No. 1 is needed for extending the Construction Phase Services which will continue the scope of services by the two full-time Plummer personnel through the end of substantial completion. The services of these personnel will continue to assist staff with day-to-day inspections, field reporting, and review of payment applications. These services will be needed a short time longer, through the end of September 2023.

The City of Round Rock has been managing this project on behalf of all the partner cities. The City of Round Rock's cost share in the project is 12%. This Supplemental Agreement No. 1 is for $144,715.11. Therefore, the City's share of the engineering for this contract is $609,187.33 of the total contract amount of $5,076,561.11.

Cost: $144,715.11

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2023-276

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services ("Contract") with Alan Plummer Associates, Inc. for the BCRWWS East WWTP Expansion (Construction Phase Services) Project, and

WHEREAS, Alan Plummer Associates, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Alan Plummer Associates, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Alan Plummer Associates, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **ALAN PLUMMER ASSOCIATES, INC.** **("Engineer")**
ADDRESS: **6300 La Calma, Suite 400, Austin, TX 78752**
PROJECT: **BCRWWS East WWTP Expansion (Construction Phase Services)**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Alan Plummer Associates, Inc., hereinafter called the "Engineer."

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 9th day of April, 2020 for the BCRWWS East WWTP Expansion (Construction Phase Services) Project in the amount of $4,931,846.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $144,715.11 to a total of $5,076,561.11;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $144,715.11 the maximum amount payable under the Contract for a total of $5,076,561.11, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

ALAN PLUMMER ASSOCIATES, INC.

By: Brian Beach, PE, CCM

Digitally signed by Brian Beach, PE, CCM
DN: C=US, E=bbeach@plummer.com, O="Plummer Associates, Inc.", OU=Principal, CN="Brian Beach, PE, CCM"
Date: 2023.08.25 15:24:03-05'00'

08/25/2023

Date

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephanie L. Sandre, City Attorney

ADDENDUM TO EXHIBIT A
City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Attend kickoff meeting and progress meetings as needed.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous information and any other data relative to the Project at the ENGINEER's disposal.
- Provide digital design files or any records available which would assist in the completion of the project development.
- Timely review and comment on the draft Report.

ADDENDUM TO EXHIBIT B
Engineering Services

CITY OF ROUND ROCK
Brushy Creek Construction Services
Additional Resident Project Representative Services

1 Onsite Resident Project Representative (RPR) Services

1.1 During construction of the Brushy Creek Construction Phase Services, Plummer shall provide an onsite resident project representative (RPR), in accordance with the CITY OF ROUND ROCK recommendations, who shall review the work of the construction contractor and report to CITY OF ROUND ROCK, the Construction Manager, and the construction contractor opinions of the contractor's fulfillment of these recommended actions and adherence to the plans and specifications. The RPR shall be project representative and shall endeavor to protect CITY OF ROUND ROCK against defects and deficiencies in the work and to observe the work is carried out in conformance with the plans and specifications. However, the RPR neither guarantees the performance of the contractor nor assumes responsibility for the contractor's failure to perform work in accordance with the contract documents.

1.2 The RPR will be the primary point of contact and communication for all parties on the Brushy Creek Expansion project. The RPR shall always have access to the Work whenever it is in preparation or progress. RPR is based on an average of 40 hours per week. The onsite project representative shall be provided as described below:

1.2.1 Brushy Creek Construction Services RPR – Average 40 hours per week, for a duration of 3 months (620 RPR hours), plus construction management time (estimate 128 hours). July 2023 thru September 2023.

1.2.2 If additional time is required beyond that stated above, the CITY OF ROUND ROCK may authorize additional compensation.

1.2.3 We have included additional Engineering support by Engineering PM (102 hours) and PIC (30 Hours).

1.3 Construction Observation

1.3.1 The onsite RPR will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and City of Round Rock of any observed nonconforming work and monitor the progress of the contractor's corrective actions. The onsite RPR shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.

1.4 Project Documentation

1.4.1 The RPR will maintain daily reports, including project progress, notes, photos, videos, for monitoring and documenting the observed work in a field report for each visit. The daily report will include notes on personnel onsite, observed construction activities, and testing agencies. RPR report is attached to this scope of work.

1.4.2 Exclusions Plummer hereby excludes any work not specifically listed above such as as-built drawings, construction administration, or Engineer of Record duties.

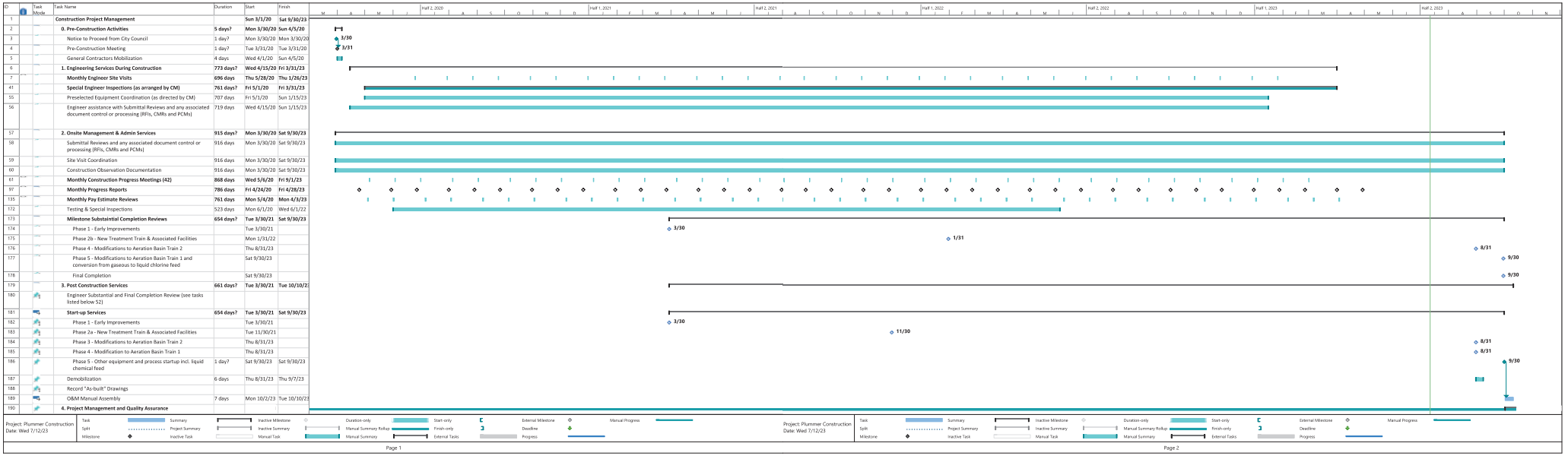
ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Project: 0982-003-06

Exhibit C - Additional Schedule

BRUSHY CREEK REGIONAL WASTEWATER TREATMENT SYSTEM
EAST PLANT EXPANSION TO 30 MGD
ADJUSTED BASELINE SCHEDULE TO 42 MONTHS
FOR RPR & ENGINEERING SUPPORT



ID	Task Mode	Task Name	Duration	Start	Finish
1		**Construction Project Management**		**Sun 3/1/20**	**Sat 9/30/23**
2		**0. Pre-Construction Activities**	**5 days?**	**Mon 3/30/20**	**Sun 4/5/20**
3		Notice to Proceed from City Council	1 day?	Mon 3/30/20	Mon 3/30/20
4		Pre-Construction Meeting	1 day?	Tue 3/31/20	Tue 3/31/20
5		General Contractors Mobilization	4 days	Wed 4/1/20	Sun 4/5/20
6		**1. Engineering Services During Construction**	**773 days?**	**Wed 4/15/20**	**Fri 3/31/23**
7		**Monthly Engineer Site Visits**	**696 days**	**Thu 5/28/20**	**Thu 1/26/23**
41		**Special Engineer Inspections (as arranged by CM)**	**761 days?**	**Fri 5/1/20**	**Fri 3/31/23**
55		Preselected Equipment Coordination (as directed by CM)	707 days	Fri 5/1/20	Sun 1/15/23
56		Engineer assistance with Submittal Reviews and any associated document control or processing (RFIs, CMRs and PCMs)	719 days	Wed 4/15/20	Sun 1/15/23
57		**2. Onsite Management & Admin Services**	**915 days?**	**Mon 3/30/20**	**Sat 9/30/23**
58		Submittal Reviews and any associated document control or processing (RFIs, CMRs and PCMs)	916 days	Mon 3/30/20	Sat 9/30/23
59		Site Visit Coordination	916 days	Mon 3/30/20	Sat 9/30/23
60		Construction Observation Documentation	916 days	Mon 3/30/20	Sat 9/30/23
61		**Monthly Construction Progress Meetings (42)**	**868 days**	**Wed 5/6/20**	**Fri 9/1/23**
97		**Monthly Progress Reports**	**786 days**	**Fri 4/24/20**	**Fri 4/28/23**
135		**Monthly Pay Estimate Reviews**	**761 days**	**Mon 5/4/20**	**Mon 4/3/23**
172		Testing & Special Inspections	523 days	Mon 6/1/20	Wed 6/1/22
173		**Milestone Substantial Completion Reviews**	**654 days?**	**Tue 3/30/21**	**Sat 9/30/23**
174		Phase 1 - Early Improvements		Tue 3/30/21	
175		Phase 2b - New Treatment Train & Associated Facilities		Mon 1/31/22	
176		Phase 4 - Modifications to Aeration Basin Train 2		Thu 8/31/23	
177		Phase 5 - Modifications to Aeration Basin Train 1 and conversion from gaseous to liquid chlorine feed		Sat 9/30/23	
178		Final Completion		Sat 9/30/23	
179		**3. Post Construction Services**	**661 days?**	**Tue 3/30/21**	**Tue 10/10/23**
180		Engineer Substantial and Final Completion Review (see tasks listed below 52)			
181		**Start-up Services**	**654 days?**	**Tue 3/30/21**	**Sat 9/30/23**
182		Phase 1 - Early Improvements		Tue 3/30/21	
183		Phase 2a - New Treatment Train & Associated Facilities		Tue 11/30/21	
184		Phase 3 - Modifications to Aeration Basin Train 2		Thu 8/31/23	
185		Phase 4 - Modification to Aeration Basin Train 1		Thu 8/31/23	
186		Phase 5 - Other equipment and process startup incl. liquid chemical feed	1 day?	Sat 9/30/23	Sat 9/30/23
187		Demobilization	6 days	Thu 8/31/23	Thu 9/7/23
188		Record "As-built" Drawings			
189		O&M Manual Assembly	7 days	Mon 10/2/23	Tue 10/10/23
190		**4. Project Management and Quality Assurance**			

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D - Fee

Amendment #1 - Plummer

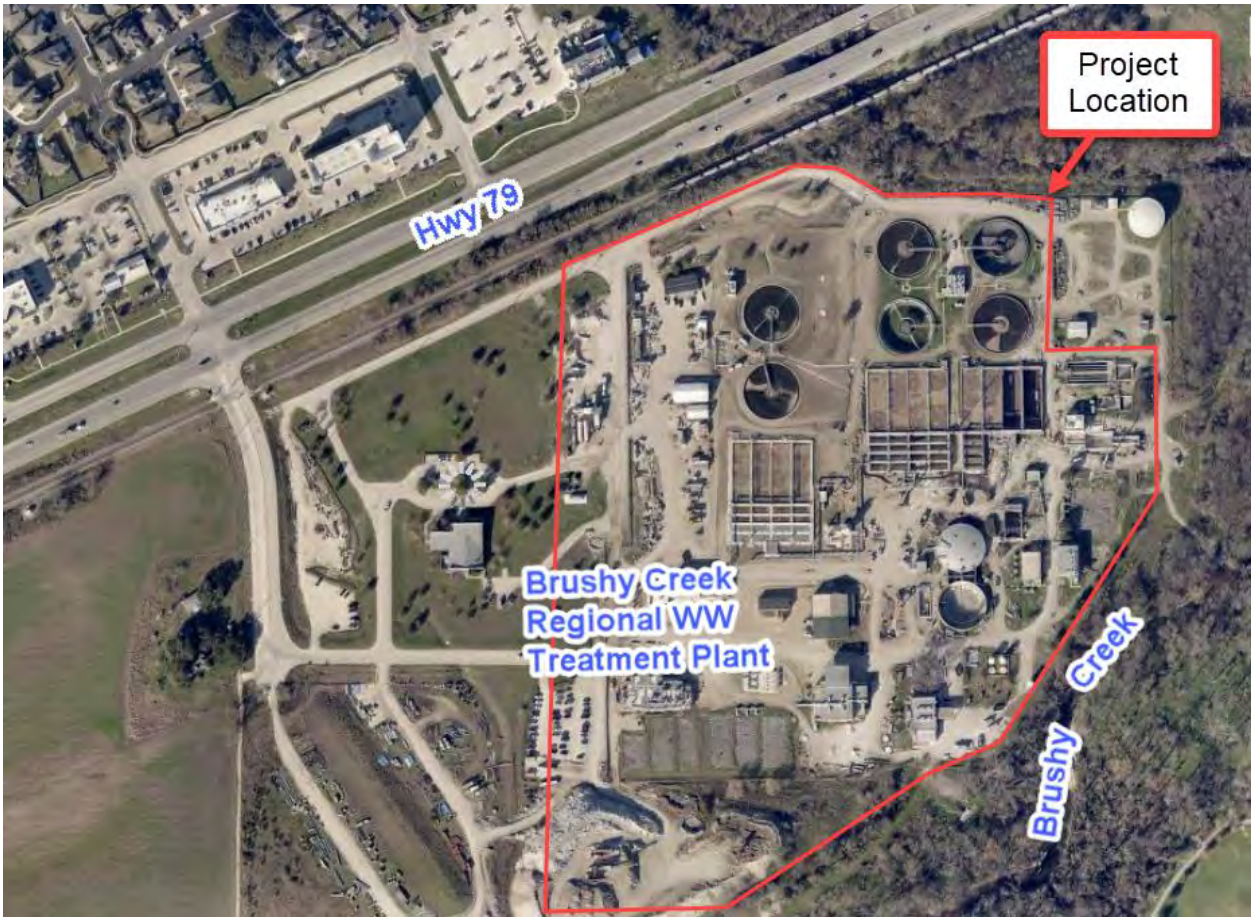
From: 6/30/2023 To: 9/29/2023

Project: 0982-003-07 Round Rock Brushy Creek Construction-Brushy Creek Construction Phase Services PIC: Coonan, Steve

Client: 0982 City of Round Rock PM: Hutton, Perran

Scheduled Labor	Cur Sched Hrs	Sched Hrs	Actual Hrs	Cur Sched Amt	Sched Amount
E Additional RPR Services - Amendment 1	754.00	754.00	0.00	144,715.11	144,715.11
24 RPR Services	620.00	620.00	0.00	115,005.72	115,005.72
Beach, Brian	*128.00*	*128.00*	*0.00*	*34,979.84*	*34,979.84*
Mosleh, Omar	*482.00*	*482.00*	*0.00*	*80,025.88*	*80,025.88*
25 Engineering Support	134.00	134.00	0.00	29,709.39	29,709.39
Coonan, Steve	*30.00*	*30.00*	*0.00*	*9,697.23*	*9,697.23*
Hutton, Perran	*102.40*	*102.40*	*0.00*	*20,012.16*	*20,012.16*

*Total time and materials fee not to exceed $144,715.11


Project Location
Hwy 79
Brushy Creek Regional WW Treatment Plant
Brushy Creek

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1061540

Date Filed:
08/18/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Plummer Associates, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2020-0090
Round Rock Brushy Creek Construction Phase Services RPR Services (Plummer #0982-003-07)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Young, Chris	Fort Worth, TX United States	X	
McDonald, Ellen	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ellen McDonald, and my date of birth is [redacted]

My address is 1320 S. University Drive, Ste. 300 (street), Fort Worth (city), TX (state), 76107 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 18th day of August (month), 2023 (year).

Ellen McDonald

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1061540

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City of Round Rock

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Davis, Alan	Fort Worth, TX United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.12

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Palomar Modular Buildings LLC for a modular office building.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: $202,703.00

Indexes: Regional Wastewater Operating Fund

Attachments: Resolution, Proposal, Award Recommendation, Map, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-277

The Brushy Creek East Regional Wastewater Treatment Plant (WWTP) currently utilizes an old mobile building for the operations crew to work out of at the WWTP. This building needs to be replaced due to structural, plumbing, and electrical issues.

A Request For Bid was sent out and after receiving quotes, Palomar Modular Buildings LLC was selected as the best price for the modular office building for the operations crew.

The U&ES Department recommends a one-time purchase for Palomar Modular Buildings LLC which will not exceed $202,703. This cost will be shared by the partner Cities based on their annual wastewater flow percentage in the system.

Cost: $202,703.00
Source of Funds: Regional Wastewater Operating Fund

RESOLUTION NO. R-2023-277

WHEREAS, the City of Round Rock ("City") desires to purchase a modular office building for the Brushy Creek East Regional Wastewater Treatment Plant; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Buy Board Cooperative Purchasing Program ("Buy Board") is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of Buy Board; and

WHEREAS, Palomar Modular Buildings LLC is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Palomar Modular Buildings LLC to purchase said goods through Buy Board, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to Palomar Modular Buildings LLC for the purchase of a modular office building.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

0112.20232; 4895-7525-2605

PALOMAR
MODULAR BUILDINGS

505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587 www.palomarmodularbuildings.com

July 26, 2023

Allen Reich
Purchaser
City of Round Rock
Round Rock, TX

Mr. Reich,

Thank you for your interest in Palomar Modular Buildings, LLC. The price reflected below, a new **28' x 72' Office Buildings (**nominal dimensions), manufactured, delivered, and set in Round Rock, TX is based on the attached specifications and floor plan. BuyBoard Contract 637-21

1. The purchase price for the office without restrooms as specified is $178,503. The price does not include poured concrete footers, canopies, handicap ramps, steps, gutters, appliances, self-contained fire alarm, low voltage equipment, utility hookups, site work, taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.

1A. ADA Wood Deck, Step, and Ramps - $15,000
1B. Dismantle and Haul Off of existing building - $9,200

2. The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.

3. ***Due to the volatility in lumber and other commodity markets we can only honor prices for 30 days.***

4. Our payment terms are 50% due upon execution on PO or Contract, 40% due upon completion of manufacturing at PMB and 10% when the building is accepted or occupied, whichever comes first.

Sincerely,

Jane Tavern
Lead Sales Developer for Education
Palomar Modular Buildings LLC
469-727-0727 (o)
214-546-2843 (c)

PALOMAR
MODULAR BUILDINGS

SPECIFICATION AND STATEMENT OF WORK

CUSTOMER	*CITY OF ROUND ROCK*	LAYOUT	*28' X 72' NOMINAL*
DESTINATION	*ROUND ROCK, TX*	SIZE	*1,968*
BUILDING. TYPE	*VB*	# OF MODS	*2*
DATE	*7/6/2023*	CODES	*2015 IBC, IPC, IMC, IECC, 2014 NEC, 2012 TAS*
CONSTR TYPE / USE:	*BUSINESS*		

FLOORS

FRAME TYPE	*OUTRIGGER SIZED TO MEET DESIGN CRITERIA*
RUNNING GEAR	*TIRES, AXLES AND HITCHES REMOVED AND STORED UNDER UNIT, IF BUILDING IS SET LOWER THAT 34" AFG HITCH TO BE LEFT OUTSIDE BUILDING LINE.*
WOOD JOISTS	*2X10 SYP @ 16 OC*
INSULATION	*R-30 FIBERGLASS UNFACED FIBERGLASS BATT*
DECKING	*3/4" STURDI-FLOOR T&G*
MOISTURE PROTECTION	*"BOTTOM BOARD" WOVEN, REINFORCED POLY*
FLOOR COVERING	*12 IN COMMERCIAL VINYL TILE*
LOCATION	*T/O*
COVE BASE	*4 IN VINYL*

EXT. WALLS

WOOD STUDS	*2X6 @ 16 O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES*
INSULATION	*R-19 FIBERGLASS UNFACED FIBERGLASS BATT*
EXTERIOR SHEATHING	*7/16" OSB*
MOISTURE CONTROL	*BUILDING WRAP*
EXTERIOR SIDING	*29 GA STEEL PRE-FINISHED, PANEL LOC +*
VINYL GYP WALL FINISH	*5/8" VINYL COVERED GYP (VENETIAN FROST)*

INT. WALLS

WOOD STUDS	*2X4 @ 16 O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES*
INSULATION	*R-11 UNFACED*
VCG WALL FINISH	*5/8" VINYL COVERED GYP (VENETIAN FROST)*
CLASS "C" FRP	*FULL HEIGHT*
LOCATION	*RESTROOMS*

ROOF

TYPE	*WOOD WITH LAMINATED PLYWOOD MATE BEAMS*
STD. WOOD RAFTERS	*2X10 @ 24 OC*
INSULATION	*R-30, UNFACED*
DECKING	*7/16" OSB*
FELT OR SLIP SHEET	*YES*
METAL ROOF COVERING	*29 GA GALVALUME ROOF PANEL-LOC + OVER 1 LAYER 15# FELT*
CEILING	*2X4 SUSPENDED CEILING, USG RADAR TILE, 15/16 GRID*

DOORS

EXTERIOR STEEL DOORS	*(2) 3-0 / 6-8 STEEL DOOR, KNOCK DOWN FRAME, CLOSER, PAINTED 18GA DOOR ,16GA FRAME, INSULATED*
INTERIOR DOORS	*(12) 3-0 / 6-8 PRE FINISHED SOLID CORE WOOD DOOR / 18GA "TIMELY" KNOCK DOWN STEEL FRAME*
DOOR GLAZING	*(2) DOOR GLASS: 6X27" (EXT)*
EXT DOOR HARDWARE	*(2) PMB STANDARD LEVER/PANIC GRADE 2*
INT DOOR HARDWARE	*(2) LEVER-PRIVACY: GRADE 2, PMB STANDARD*
INT DOOR HARDWARE	*(10) LEVER-LOCKSET GRADE 2 PMB STANDARD*
DOOR STOPS	*FLOOR MOUNTED*

WINDOWS

EXTERIOR WINDOWS	*(5) 3-0 / 4-0 DUAL PANE, LOW E, CLEAR GLAZING, SINGLE HUNG ALUMINUM FRAME (SERIES 100)*
BLINDS	*(5 EA.) 1" METAL MINI BLINDS*

ELECTRICAL

CONDUIT	*NON-METALLIC TUBING (ENT)*
RECEPTACLES	*DUPLEX RECEPTACLES, 20 AMP, UNBREAKABLE COVERS*
GFI RECEPT.	*(9) EA 20 AMP*
EXTERIOR RECEPTACLE	*(2) EA, CONVENIENCE DUPLEX WITH COVER*
DEDICATED RECEPTACLES	*20A W/RECEPTACLE. (COPIERS, REFRIG, ETC.)*
DEDICATED RECEPTACLES	*50A CONNECTION (40 GAL + WATER HEATER, ETC.)*
DEDICATED RECEPTACLES	*50A W/RECEPTACLE (RANGE, DRYERS, ETC.)*
DEDICATED RECEPTACLES	*WATER HEATER DISCONNECT*
PANELS	*(2) 100A-200A, 10KAIC, 1P, CLIP ON BREAKERS*
ROOM LIGHTING	*2X4 LED FIXTURE* 5000K
EMERGENCY LIGHTS	*3 EMERGENCY - 2 BULB LED WITH REMOTE HEAD*
EXIT LIGHTS	*(3) EXIT LIGHTS, LED W/BATTERY BU*
EXTERIOR LIGHTS	*2 EXTERIOR PORCH, LED AT EACH EXIT*
OCC. SENSOR, SINGLE	*14 EACH*
EMPTY BOX & CONDUITS	*(30) STUBBED TO CEILING, 3/4"*

FIRE PROTECTION

FIRE EXT. CABINETS	*NONE*

PLUMBING	
SUPPLY PIPING	*CPVC*
WASTE PIPING	*PVC/ SCH 40 DWV*
TOILETS	*HC, FLOOR MOUNTED, TANK TYPE*
LAVYS	*WALL MOUNT W/SINGLE LEVER FAUCET/TV*
SINKS	*SINGLE BOWL STAINLESS STEEL, W/SINGLE LEVER FAUCET/ TV*
SINKS	*MOP SINK - FIBERGLASS, FLOOR MOUNTED*
HANDICAPPED SHOWERS	*HC SHOWER - FIBERGLASS, INCLUDING MIXER, SHOWER HEAD, WAND AND SEAT*
FLOOR DRAINS	*FLOOR DRAIN, WITH TRAP PRIMER & ACCESS DOOR*
MISC. STUBS	*REFRIGERATOR BOX*
MISC. STUBS	*STUBS FOR WASHERS*
WATER HEATERS	*WATER HEATER, ELECTRIC W/OVERFLOW PAN*
WATER HEATER ACC	*RECIRCULATION PUMP*
WATER HEATER ACC	*EXPANSION TANK: 5-10 GAL*
ACCESSORIES	*18" x 36" SS FRAMED MIRRORS*
ACCESSORIES	*SET HC GRAB BARS FOR HC TOILET*
ACCESSORIES	*TOILET PAPER HOLDER - SINGLE SURFACE MOUNTED*
HVAC	
STD. UNITS	*WALL MOUNTED PACKAGED HVAC WITH ELECTRIC HEAT STRIP, 1 PHASE, SIZED PER DESIGN REQUIRMENTS*
SUPPLY AIR	*DUCTED*
DUCTING	*FLEX DUCT*
RETURN AIR	*DUCTED*
THERMOSTATS	*7 DAY PROGRAMABLE WITH OCCUPANT OVERIDE*
DIFFUSERS	*ADJUSTABLE DIFFUSERS*
FILTER	*AT UNIT*
EXHAUST FANS	*80 CFM EXHAUST FAN/LIGHT COMBO*
EXHAUST FANS	*150 CFM EXHAUST FANS*
EXHAUST FANS	*DUCTING FOR VENT HOOD DRYER*
MILLWORK & BLOCKING	
CABINETS	*BASE & OVERHEAD CABINETS, INC. PLAM COUNTER TOPS*
MISC. & ACCESSORIES	
SHIP LOOSE	
CLOSE UP	*CLOSE-UP PLASTIC FOR SKIRTING OR BELLY BAND*
SKIRT FRAMING	*PRESSURE TREATED WOOD FRAMING (36" HT)*
SKIRTING	*29 GA METAL*
SET UP	*ANCHORS, AUGER, STRAPS, CLIPS*
SET UP	*2" X 8" PT SHIMS & OAK WEDGES*
NOTES	
SITE WORK	
	DELIVERY, SET AND SKIRT

PALOMAR MODULAR BUILDINGS (PMB)

CLARIFICATIONS

ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE CONSTRUCTION OF THIS PROPOSED PROJECT WILL BE OF TYPICAL QUALITY AND DURABILITY FOR SIMILAR TYPES OF CONSTRUCTION. ANY MATERIALS LISTED WITH SPECIFIC NAME BRANDS MAY BE SUBSTITUTED FOR OTHER BRANDS OF COMPARABLE QUALITY.

PALOMAR MODULAR BUILDINGS (PMB) MANAGEMENT'S PROPOSAL IS BASED ON THESE WRITTEN SPECIFICATIONS AND STATEMENT OF WORK PROVIDED

CUSTOMER IS RESPONSIBLE FOR ALL PERMITS INCLUDING BUILDING PERMITS, LICENSING COSTS AND IMPACT FEES. PMB WILL BE RESPONSIBLE FOR ALL PERMITS REQUIRED FOR TRANSPORTATION OF THE MODULES OVER THE ROAD.

BUILDING FOOTPRINT NEEDS TO BE WITHIN 12" OF LEVEL IN A 60' SPAN

CUSTOMER WILL PROVIDE AN APPROPRIATE GRADED AND COMPACTED SITE AS REQUIRED FOR THE SETTING OF THE MODULAR BUILDING. GRADING SHOULD PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND COMPACTIONTO A MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. IT IS ASSUMED THAT THE MODULAR BUILDING WILL BE SET ABOVE GRADE. PMB WILL UTILIZE ABS PADS AND STACKED CMU BLOCK PIERS TO SET THE BUILDING ON GRADE.

FINISHED FLOOR WILL BE BETWEEN 34" AND 38" ABOVE GRADE

CUSTOMER WILL PROVIDE SITE ACCESSIBILITY FOR STANDARD MODULAR INDUSTRY DELIVERY AND INSTALLATION VEHICLES

PRICES ARE VALID FOR 30 DAYS.

THE BUILDING WILL BE BUILT IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE, AMERICANS WITH DISABILITIES ACT, AND THE NATIONAL ELECTRIC CODE. THE BUILDING WILL BE ENGINEERED TO MEET LOCAL FLOOR AND ROOF LOAD REQUIREMENTS AND WILL HAVE ELECTRICAL, HEATING AND COOLING LOADS SIZED IN ACCORDANCE WITH NEC AND IBC CODES. COST TO COMPLY WITH LOCAL CODES BEYOND THE ATTACHED FLOOR PLAN AND SPECIFICATIONS IS THE RESPONSIBILITY OF THE OWNER.

CUSTOMER WILL MAKE SITE ACCESSIBLE FOR MODULAR INDUSTRY DELIVERY VEHICLES WHEN PMB IS READY TO DELIVER MODULAR SECTIONS.

IF SITE IS NOT READY IN TIME FOR DELIVERY OF MODULES, CUSTOMER AGREES TO REIMBURSE PMB FOR TEMPORARY STORAGE, STAGING AND/OR DAMAGES WHILE MODULES ARE STORED.

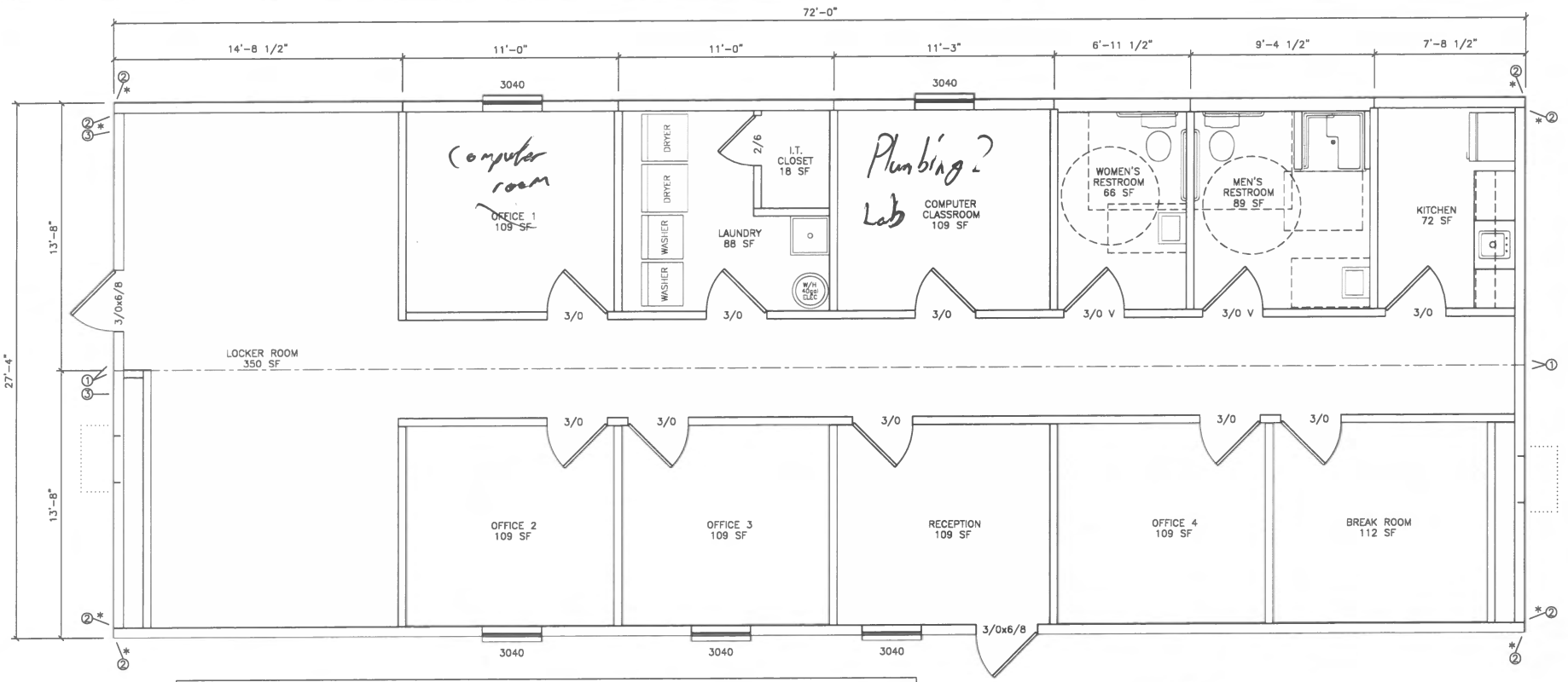
SCOPE

PMB WILL MANUFACTURE ALL MODULES IN ACCORDANCE WITH STATE AND CUSTOMER APPROVED DRAWINGS
PMB WILL TRUCK SET ALL MODULAR BUILDINGS IN ACCORDANCE WITH A MUTUALLY AGREED SITE PLAN.
PMB WILL MAKE FINAL MODULAR MATE LINE STRUCTURAL CONNECTIONS AND FINISHES INCLUDING ELECTRICAL AND HVAC CROSSOVERS PROVIDED BY PMB IN THE FIELD
PMB WILL PROVIDE AND INSTALL PRESSURE TREATED WOOD FRAMING WITH SIDING TO MATCH EXTERIOR OF BUILDING INCLUDING VENTILATION & SKIRT PANEL ACCESS
ROOF SLOPE TO ACCOMMODATE MODULAR CONSTRUCTION METHODS
CUSTOMER WILL PROVIDE APPROPRIATE AND CURRENT GEOTECHNICAL INFORMATION AS REQUIRED FOR FOUNDATION LAYOUT, NO FOUNDATION DESIGN IS INCLUDED
PMB WILL PROVIDE STANDARD MODULAR STATE APPROVALS AND ENGINEERING (IF STATE HAS A MODULAR BUILDING PROGRAM)
PMB STANDARD GENERAL LIABILITY UNTIL PMB WORK IS COMPLETE.
STANDARD PMB WARRANTY INFORMATION PROVIDED AT THE COMPLETION OF THE PROJECT.
STANDARD PMB TECHNICAL INPUT (SUBMITTAL PACKAGE) PROVIDED FOR CUSTOMER REVIEW AND APPROVAL.

EXCLUSIONS

ALL UTILITIES, SITE WORK, SITE PREPARATION, ACCESS FOR MODULAR UNITS, HAULING ROADS, CRANES OR ACCESS ROADS
ADA ACCESSIBILITY ?
BELOW GRADE FOOTERS
FOUNDATION DESIGN
ANY AND ALL WORK NOT ASSOCIATED WITH THE MODULAR BUILDING
FINAL CONNECTION OF ALL UTILITIES ?
MANIFOLDING OF WASTE LINES UNDER BUILDING IF BUILDING HAS PLUMBING ?
FURNITURE, FIXTURES OR EQUIPMENT
CARD ACCESS READERS
LOW VOLTAGE WIRING INCLUDING, FIRE ALARM, PHONE, DATA, COAXIAL, MASS NOTIFICATION, PA SYSTEM, CCTV, SECURITY, ETC. ?
BUILDERS RISK INSURANCE
ANY HORIZONTAL CONDUIT FOR LOW VOLTAGE WIRING
FIRE SUPPRESSION OR FIRE ALARM SYSTEMS
FIRE EXTENGUISHER
DUMPSTER, PMB WILL PLACE TRASH AND CONSTRUCTION DEBRIS IN A CLOSE RECEPTACLE TO THE BUILDING WHICH IS PROVIDE BY THE CUSTOMER
PORT-A-POTTY
TEMPORARY ELECTRIC
TEST AND BALANCE OF THE HVAC SYSTEM
CRANES, MAN LIFTS OR FORKLIFTS
SIGNAGE
SURVEYING
STAKING OF THE SITE TO SHOW WHERE BUILDING IS GOING.
CLEANING OF ANY KIND BEYOND BROOM SWEEP
TAXES AND BONDING OF ANY KIND
LOCAL ZONING AND DEED RESTRICTIONS
PERMITS INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, LICENSING COSTS AND IMPACT FEES.
PRESSURE TREATED WOOD OR METAL DECKS, STEP AND RAMPS PER ADA REQUIREMENTS
GUTTERS, DOWNSPOUTS AND SPLASH BLOCKS
CANOPIES
ASPHALT OR CONCRETE PARKING LOT, INCLUDING DRIVES, ENTRIES, CURBS, SIGNAGE, ETC. AS OR IF REQUIRED
REINFORCED CONCRETE FOR SIDE WALKS, ROADS, RAMPS, STOOPS, DECKS, STEPS AND EQUIPMENT PADS

Plumbing for Lab



DOOR LEGEND					
CALLOUT	NOMINAL SIZE	MATERIAL	HARDWARE	GLAZING	NOTES
3/0x6/8	3'-0" x 6'-8"	18ga. STEEL DOOR	LEVER, KEYED	6x27	SEE ORDER
3/0	3'-0" x 6'-8"	PRE-FINISHED SOLID CORE	LEVER, KEYED	NONE	SEE ORDER
3/0 P	3'-0" x 6'-8"	PRE-FINISHED SOLID CORE	LEVER, PASSAGE	NONE	SEE ORDER
3/0 V	3'-0" x 6'-8"	PRE-FINISHED SOLID CORE	LEVER, PRIVACY	NONE	SEE ORDER
2/6	2'-6" x 6'-8"	PRE-FINISHED SOLID CORE	LEVER, KEYED	NONE	SEE ORDER
THRESHOLDS AT DOORS NOT TO EXCEED 1/2", AND ARE TO BE BEVELED F IN EXCESS OF 1/4"					

WINDOW LEGEND							
CALLOUT	NOMINAL SIZE	LIGHT	VENT	MATERIAL	FINISH	STYLE	GLAZING
3040	36" x 48"	10.51	5.25	ALUMINUM	BRONZE	SINGLE HUNG	DUAL / CLEAR / LOW-E

* – DENOTES SHEAR WALL LOCATION

① – DENOTES 3–EA. 2x4's AND 1–EA. 3" WIDE x 26ga. STRAP AT MATE–LINE FASTENED W/ 11 – 1 1/2" x .140 NAILS EACH END OF EACH STRAP. INSTALL 2x6's IN PLACE OF 2x4s ON 2x6 EXTERIOR WALLS.

② – DENOTES 2–EA. 2x6's AND 1–EA. SIMPSON MSTA 15 STRAP AT END OF EACH SIDEWALL FASTENED W/ 6 – 2 1/2" x .148 NAILS EACH END OF EACH STRAP.

③ – DENOTES TDLR LABEL LOCATION

☐ APPROVED AS SUBMITTED – SIGNED _____ DATE ____ / ____ / ____

☐ APPROVED AS NOTED – RESUBMIT WITH REVISIONS – SIGNED _____ DATE ____ / ____ / ____

ANY CHANGES MADE AFTER "APPROVED AS SUBMITTED" WILL BE HANDLED THROUGH A CHANGE ORDER, WITH THE ASSOCIATED COSTS APPLIED IN THE CHANGE ORDER. CHANGE ORDERS WILL INCLUDE COSTS FOR ADDITIONAL DRAFTING TIME, THIRD PARTY SUBCONSULTED DESIGN, MATERIALS, LABOR AND CONTRACT EXTENSIONS. CONTRACT TIME EXTENSIONS TO INCLUDE COSTS DUE TO DELAY.

① FLOOR PLAN
SCALE: 3/16" = 1'-0"

MODULAR STRUCTURAL CONSULTANTS, LLC
5700 LEGACY DR. STE. 130-333
PLANO, TEXAS 75024
PHONE: 972-898-5373
TX. REGISTRATION # F-11988

PALOMAR
MODULAR BUILDINGS LLC

© 2022, PALOMAR MODULAR BUILDINGS LLC All Rights Reserved.

No.	DESCRIPTION	BY	DATE

DATE: 07/05/2023
SCALE: 3/16" = 1'-0"
PLOT SCALE: 1:1
DRAWN BY: SGD
CHECKED BY:

OFFICE BUILDING
ROUND ROCK, TEXAS
FLOOR PLAN
FILE: 2872 ROUND ROCK
SERIAL #: 0000

SHEET No.
A-2

L:\PALOMAR\Drawings\- Sales Floor Plans\Office Buildings\2872 ROUND ROCK.dwg, 7/5/2023 2:55:46 PM, GDavis

Award Recommendation

To: Marilyn Jackson
Contract Management

From: Michael Thane
Director, Utilities and Environmental Services

Date: July 26, 2023B
Re: Utilities Modular Building provided by Palomar Modular Buildings LLC on BuyBoard 637-21

This award recommendation is for the City of Round Rock – Utilities and Environmental Services department to establish a one-time purchase with Palomar Modular Buildings LLC for the modular building needed to support City operations.

This contract was established through a competitively solicited cooperative process.

Awarded Vendor: **Palomar Modular Buildings LLC**
505 North I35 East
DeSoto, TX 75115

Purchase Amount: **Estimated Not to Exceed Amount of $202,703.**

Approvals:

Michael Thane (Jul 27, 2023 10:11 CDT) 07/27/2023

Signed Name Date:
Printed Name: Michael Thane
Director, Utilities and Environmental Services

Purchasing Review

David Carter (Jul 27, 2023 09:48 CDT) 07/27/2023 AG

Signed Name Date:
Printed Name: David Carter
Purchasing Manager, Finance



Path: C:\Users\jschreffler\Desktop\RA\City of Round Rock\Rich Reedy - +Utilities workspace\MAPS\2023\Council\23_08_ModularBuilding\23_08_ModularBuilding.aprx

Date Saved: 8/29/2023 1:47 PM

ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES

Brushy Creek Wastewater Treatment Plant: Modular Building

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067480

Date Filed:
09/05/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Palomar Modular Buildings LLC
Desoto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023 Portable Office Trailer
Manufacture, Deliver, and Install portable office trailer

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is JohnMartin, and my date of birth is [redacted]

My address is 4220 Herschel Ave. #414 (street), Dallas (city) TX (state), 75219 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 5th day of September (month), 2023 (year)

John Martin

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067480

Date Filed:
09/05/2023

Date Acknowledged:
09/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Palomar Modular Buildings LLC
Desoto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023 Portable Office Trailer
Manufacture, Deliver, and Install portable office trailer

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.13

Title: Consider authorizing the Mayor to execute a resolution setting a public hearing date to consider land use assumption and capital improvement plans for setting updated water and wastewater impact fees.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Utilities & Environmental Services

Text of Legislative File 2023-290

The City of Round Rock is committed to reviewing and updating the impact fees charged to new customers for tying into the water and wastewater systems to ensure the fees remain accurate. The City's last update to the water and wastewater impact fees went into effect 2021. The City of Round Rock has now completed a new impact fee study with updates to the land use, capital improvement plan and impact fees.

The City of Round Rock requests that a public hearing be held at the Council Chambers, 221 E. Main Street, Round Rock, Texas on October 26, 2023 at the regular meeting of the City Council commencing at 6:00pm. The purpose of the hearing is to consider the amendment of land use assumptions, a capital improvements plan and the imposition of an updated water and wastewater impact fee.

Additional information regarding the updated land use assumptions, capital improvements plan, impact fee service areas and proposed impact fees will be available at City Hall for 30-days prior to the public hearing.

RESOLUTION NO. R-2023-290

WHEREAS, Sections 395.053 and 395.054, Texas Local Government Code, require a municipality modifying impact fees to adopt a resolution setting a public hearing date to consider updates to the land use assumptions and capital improvements plan and amendments to the water and wastewater impact fees for the designated service area, and

WHEREAS, the City has determined the land use assumptions, capital improvements plan and/or the water and wastewater impact fees need to be updated, and

WHEREAS, it is necessary for the City Council to set a date, time, and place for the holding of the public hearing in order to comply with said Texas Local Government Code requirements for same, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That a public hearing to consider updates to the land use assumptions and capital improvements plan and amendments to the impact fees for the designated service area be held on the 26th day of the month of October, 2023, at 6:00 o'clock p.m. at 221 E. Main Street, Round Rock, Williamson County, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____

MEAGAN SPINKS, City Clerk

0112.20232; 4866-3047-8974

City of Round Rock

Agenda Item Summary

Agenda Number: I.14

Title: Consider authorizing the Mayor to execute a resolution setting a public hearing date to consider land use assumption and capital improvement plans for roadway impact fees.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution

Department: Transportation

Text of Legislative File 2023-278

The Roadway Impact Fee Ordinance originally adopting the Roadway Impact Fee was approved by City Council on March 14, 2019. State Legislation requires a periodic update of no more than every 5 years on the Land Use Assumptions and Capital Improvement Plans included in the Roadway Impact Fee Study. The Capital Improvements Advisory Committee is receiving the 2023 Roadway Impact Fee Study on September 6, 2023. Per the state statute, the City Council has 60 days from the governing body receiving the update to adopt an order setting a public hearing to discuss and review the land use assumptions and capital improvement plans in the 2023 Roadway Impact Fee Study.

STAFF REVIEW AND ANALYSIS:

The following calendar is recommended to complete the 2023 Roadway Impact Fee Study adoption:
September 6, 2023: CIAC review and recommendation on draft report, with recommendation letter to CC.
September 14, 2023: CC Meeting to order the Public Hearing for October 26, 2023
Publish the 30-day notice week of September 18, 2023.
October 26, 2023: Public Hearing and First Reading of the Ordinance. Do not close the public hearing, continue it to Second Reading which will occur after completion of ROW annexations.
TBD: Close Public Hearing and Second Reading of the Ordinance adopting the 2023 Roadway Impact Study.

RECOMMENDED MOTION:

Approve the Resolution setting the public hearing to consider land use assumptions and capital improvement plans for roadway impact fees.

RESOLUTION NO. R-2023-278

WHEREAS, Sections 395.053 and 395.054, Texas Local Government Code, require a municipality modifying impact fees to adopt a resolution setting a public hearing date to consider updates to the land use assumptions and capital improvements plan and amendments to the roadway impact fees for the designated service area, and

WHEREAS, it is necessary for the City Council to set a date, time, and place for the holding of the public hearing in order to comply with said Texas Local Government Code requirements for same, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That a public hearing to consider land use assumptions and a capital improvements plan for impact fees for the designated service area will be held on the 26th day of October, 2023, at 6:00 o'clock p.m. at 221 E. Main Street, Round Rock, Williamson County, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: I.15

Title: Consider a resolution authorizing the Mayor to execute three Possession and Use Agreements with Nelson Homestead Family Partnership, Ltd. for 27.691 acres required to construct CR 112 roadway improvements.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost: $3,753,157.00

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A - Parcel 3, Exhibit A - Parcel 4, Exhibit A - Parcel 5, Map

Department: Transportation

Text of Legislative File 2023-282

The Possession and Use Agreement consideration amounts of $905,727 (Parcel 3--6.8 acres), $2,722,037 (Parcel 4--20.586 acres), and $125,393 (Parcel 5--0.305 acre) are equal to 90% of the City's appraised value for the proposed right of way acquisitions.

Cost: $3,753,157.00
Source of Funds: Round Rock Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2023-282

WHEREAS, the City desires to acquire 27.691 acres of right of way required for the construction of the CR 112 Roadway Improvements Project; and

WHEREAS, Nelson Homestead Family Partnership, Ltd., the owner of the property, has agreed to allow possession of said property to the City, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City three Possession and Use Agreements with Nelson Homestead Family Partnership, Ltd., a copy of said agreements being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"
PARCEL 3

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 3
COUNTY OF WILLIAMSON § Project: CR 112

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to CR 112 and related utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements thereon. Authorized activities on the Property include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Project. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, providers of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.

2. In consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of NINE HUNDRED FIVE THOUSAND SEVEN HUNDRED TWENTY-SEVEN and 00/100 Dollars ($905,727.00). The Grantor agrees that this sum represents 90% of the amount that Grantee has determined constitutes adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in Paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the Property, then the

Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee. In the event the amount of the final settlement or court judgment for acquisition of the Property is greater than the amount Grantee has paid for the possession and use of the Property under this Paragraph 2, Grantee will remit the underpayment to Grantor when required under the final settlement or court judgment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or delivered by Grantee to a title company acting as escrow agent for the transaction, with unconditional instructions to such escrow agent to immediately release such payment to Grantor upon escrow agent's confirmation that no liens or other monetary encumbrances affect the Property (the "Effective Date").

4. The Grantor warrants and represents that, to Grantor's actual knowledge, the title to the Property is free and clear of all monetary liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF#202301512 dated effective June 8, 2023 issued by Heritage Title Company of Austin Inc., as agent for First American Title Insurance Company, and that proper releases will be executed for such liens and encumbrances (if any) prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns (or, to Grantor's knowledge, claims) an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unrelated or undisclosed liens or other monetary encumbrances affecting the Property.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.

8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and

continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property. Grantor shall have no liability for ad valorem property taxes and special assessments assessed against the Property for any period after recording of a memorandum of this Agreement.

11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by agreed final settlement, or final court judgment, whereupon this Agreement shall automatically terminate.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed that Grantee will record a memorandum of this Agreement on or about the Effective Date in the property records of the county in which the Property is located, evidencing the existence of this Agreement. The Agreement itself will not be recorded. The memorandum will not contain any information regarding the consideration paid or to be paid to Grantor by Grantee and will otherwise be in a form mutually acceptable to Grantor and Grantee. The recording of the memorandum will not modify the terms of this Agreement. Upon termination of this Agreement for any reason, either Grantor or Grantee may record an affidavit in the county property records evidencing such termination.

14. Other conditions: See Addendum attached hereto and made a part hereof.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

    Tenant: Davidson Brothers

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor or Tenant be denied reasonable access and/or ingress to or egress from the Remainder for its current uses without prior advance agreement between Grantor and Grantee.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, L.L.C.,
its general partner

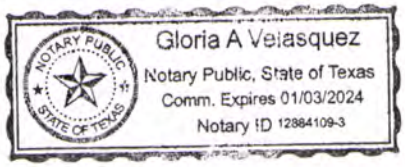
By: John C. Nelson
Name: John C. Nelson
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 25 day of August, 2023 by John C. Nelson, Manager of Nelson Homestead Management, L.L.C., the general partner of Nelson Homestead Family Partnership, Ltd., in the capacity and for the purposes and consideration recited herein.



Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

TENANT:

Davidson Brothers

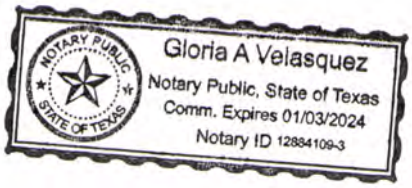
By: Dennis L Davidson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 25 day of August, 2023 by Dennis Davidson, in the capacity and for the purposes and consideration recited herein.



Gloria A. Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2023 by Craig Morgan, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

ADDENDUM TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

This Addendum to Possession and Use Agreement For Transportation Purposes (this "Addendum") is made a part of, and is to be read in conjunction with, the attached Agreement. Unless otherwise defined in this Addendum, all capitalized terms used shall have the meaning given to them in the Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Addendum and those contained in the Agreement, the terms and provisions of this Addendum shall control and govern.

1. Grantee shall construct the Project substantially in accordance with those certain plans and specifications dated August 4, 2023 (currently at 95% submission level), prepared by HDR Engineering, Inc., and any subsequent comments, revisions or updates approved by Grantee for final project bidding and permitting, and any subsequent change orders approved during construction, provided that in all events the Project will not change to result in the abandonment of the eastern portion of existing CR 112 between Ponce De Leon Pass and CR 110 without the prior written consent of Grantor. Grantee shall use its best efforts to notify Grantor of any subsequent revisions, updates or change orders to such plans and specifications that could materially affect future use and development of the Remainder, such as changes related to road alignment, access points, median breaks/turn-in lanes, drainage and utilities (including stubs and connections).

2. Grantor and Grantee acknowledge that Grantee has made an offer to Grantor for the acquisition of the Property based on Grantee's approved value and that Grantor intends to submit a counteroffer to Grantee. If Grantor and Grantee fail to reach a final agreed settlement for Grantee's acquisition of the Property within 60 days after the date Grantor submits a counteroffer to Grantee, Grantor may, at its option, at any time thereafter, notify Grantee that it desires that Grantee initiate condemnation proceedings for the Property. Within 30 days after receipt of such notice from Grantor, Grantee will undertake to complete any final prerequisites to filing of a condemnation suit as required by the Texas Property Code, Chapter 21, and as soon as reasonably possible thereafter (and in any event within 90 days after receipt of such notice from Grantor), shall initiate condemnation proceedings and will seek to schedule a Special Commissioners' hearing at the earliest possible date. Grantee covenants that it will take all procedural steps necessary to ensure that the hearing is held in a timely manner and without any delays caused by Grantee. Grantee agrees to deposit the award of the Special Commissioners in the registry of the court within 60 days of the date that the Special Commissioners' award is filed with the court.

3. Grantee agrees to conduct its Project-related activities on the Property in a manner that avoids or minimizes interference with and interruption of any tenant's operations on the Remainder (including avoiding loss of or injury to livestock) to the extent reasonably possible. If any such activities will impact a tenant's operations, Grantee shall coordinate same in advance with such tenant. In no event shall any existing fence located on the Property be removed, cut, modified, or otherwise damaged by Grantee or its contractors within thirty (30) days following the Effective Date, by which time Grantor shall have completed installation of new perimeter fencing for the Remainder at such location. In no event shall any such new fence be removed, cut, modified, or otherwise intentionally damaged by Grantee or its contractors without the prior written approval of Grantor and Tenant, which approval shall not be unreasonably withheld or delayed. In addition, if Grantor or any tenant of Grantor requests that Grantee, as part of Grantee's acquisition of the Property or the conduct of its Project-related activities on

the Property, reasonably cooperate with Grantor or such tenant as necessary for carrying out the existing agricultural and ranching operations on the Remainder and/or continuously maintaining all existing Agriculture Use ad valorem tax exemptions on Remainder tracts, Grantee agrees to do so.

4. To the extent allowed by law, Grantee will be liable for all damage or injury to persons or property resulting from the activities of Grantee, its agents, employees, contractors, subcontractors, or other parties in coming upon or about the Property in connection with Grantee's activities upon the Property under this Agreement, including but not limited to losses or expenses incurred by Grantor or Tenant due to unauthorized damage caused by Grantee or its contractors to any fencing, livestock, growing crops or property of Grantor, Tenant or their respective agents or employees. Grantee will also promptly discharge any lien claim filed against the Remainder that arises out of the Project. Specifically without waiving any available governmental immunity, Grantee acknowledges and agrees that Grantor shall be allowed to seek any existing legally available remedies for any damages incurred by Grantor due to Grantee's breach of this Agreement.

5. Grantee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each of its contractors and assignees to obtain and maintain in effect at all times during which such contractors or assignees are performing work on or within the Property, a policy or policies of insurance, in at least the minimum amounts that Grantee typically requires of its contractors for work similar to the Project. Such liability insurance shall provide that it may not be canceled without at least 30 days written notice to Grantor. Grantee shall provide a certificate of insurance evidencing the required coverage to Grantor prior to Grantee or the contractor or assignee in question entering upon or commencing any construction activity on the Property.

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 6.800 ACRE (296,151 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 868.54 ACRE OF LAND IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 1133, PAGE 639 OF THE DEED RECORDS OF WILLIAMSON COUNTY TX., SAID 6.800 ACRE (296,151 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of County Road (C.R.) 112 Baseline Station 46+41.23 in (Grid Coordinates determined as N=10,178,211.91 E=3,145,845.29), in the curving proposed northerly right-of-way (ROW) line of C.R. 112 (variable width ROW), being the westerly boundary line of said remainder of that 868.54 acre tract, same being the easterly line of that called 97.472 acre (Tract 5) of land described in Trustee's Deed to Marta C. Avery Exempt Trust recorded in Document No. 2021038922 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the easterly boundary line of said 97.472 acre tract, through the interior of said remainder of the 868.54 acre tract, with said proposed ROW line the following six (6) courses:

1) with a curve to the right, having a radius of **20,072.00** feet, a delta angle of **00°18'32",** an arc length of **108.22** feet, and a chord which bears **N 70°07'09" E,** a distance of **108.22** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 47+49.06, for a point of tangency;

2) **N 70°16'25" E** for a distance of **1,902.17** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 66+51.23, for a point curvature to the left;

3) with said curve to the left, having a radius of **1,428.00** feet, a delta angle of **14°32'24",** an arc length of **362.38** feet, and a chord which bears **N 63°00'13" E,** a distance of **361.41** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 70+31.89, for a point of tangency;

4) **N 55°44'01" E** for a distance of **150.06** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 71+81.95;

5) **N 40°44'01" E** for a distance of **123.64** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 104.00 feet left of C.R. 112 Baseline Station 73+01.37;

6) **N 55°44'01" E** for a distance of **150.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 104.00 feet left of C.R. 112 Baseline Station 74+51.37;

7) **N 09°07'44" E** for a distance of **32.43** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 127.57 feet left of C.R. 112 Baseline Station 74+73.65 in the westerly boundary line of the remainder of that called 1,162.08 acre tract (Exhibit A, 3) in Special Warranty Deed to Nelson Homestead Family Partnership, LTD. recorded in Document No. 1998024078 of the Official Records of Williamson County, Texas, being the easterly line of said remainder of the 868.54 acre tract, for the northeasterly corner of the herein described parcel;

8) **THENCE,** departing said proposed ROW line, with the common line of said remainder of the 868.54 acre tract and said remainder of that called 1,162.08 acre tract, **N 77°06'26" E** for a distance of **396.67** feet to a calculated point in the existing northerly ROW line of C.R. 112 (variable width ROW), being the southerly corner of said remainder of the 1,162.08 acre tract and the southeasterly corner of said remainder of the 868.54 acre tract, for the southeasterly corner of the herein described parcel;

THENCE, departing said remainder of the 1,162.08 acre tract, with the southerly boundary line of said remainder of the 868.54 acre tract, being said existing northerly ROW line, the following five (5) courses:

9) **S 61°59'30" W** for a distance of **84.73** feet to a calculated angle point;

10) **S 52°35'04" W** for a distance of **181.91** feet to a calculated angle point;

11) **S 54°53'29" W** for a distance of **536.27** feet to a calculated angle point;

12) **S 52°48'02" W** for a distance of **136.90** feet to a calculated angle point;

13) **S 70°06'35" W** for a distance of **2,290.98** feet to a calculated point, being the southeasterly corner of said 97.472 acre tract, same being the southwesterly corner of said remainder of the 868.54 acre tract, for the southwesterly corner of the herein described parcel;

14) **THENCE,** departing said existing ROW line, with the common line of said 97.474 acre tract and said remainder of the 868.54 acre tract, **N 08°04'42" W** for a distance of **95.84** feet to the **POINT OF BEGINNING**, containing 6.800 acres (296,151 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 25 AUG 2022

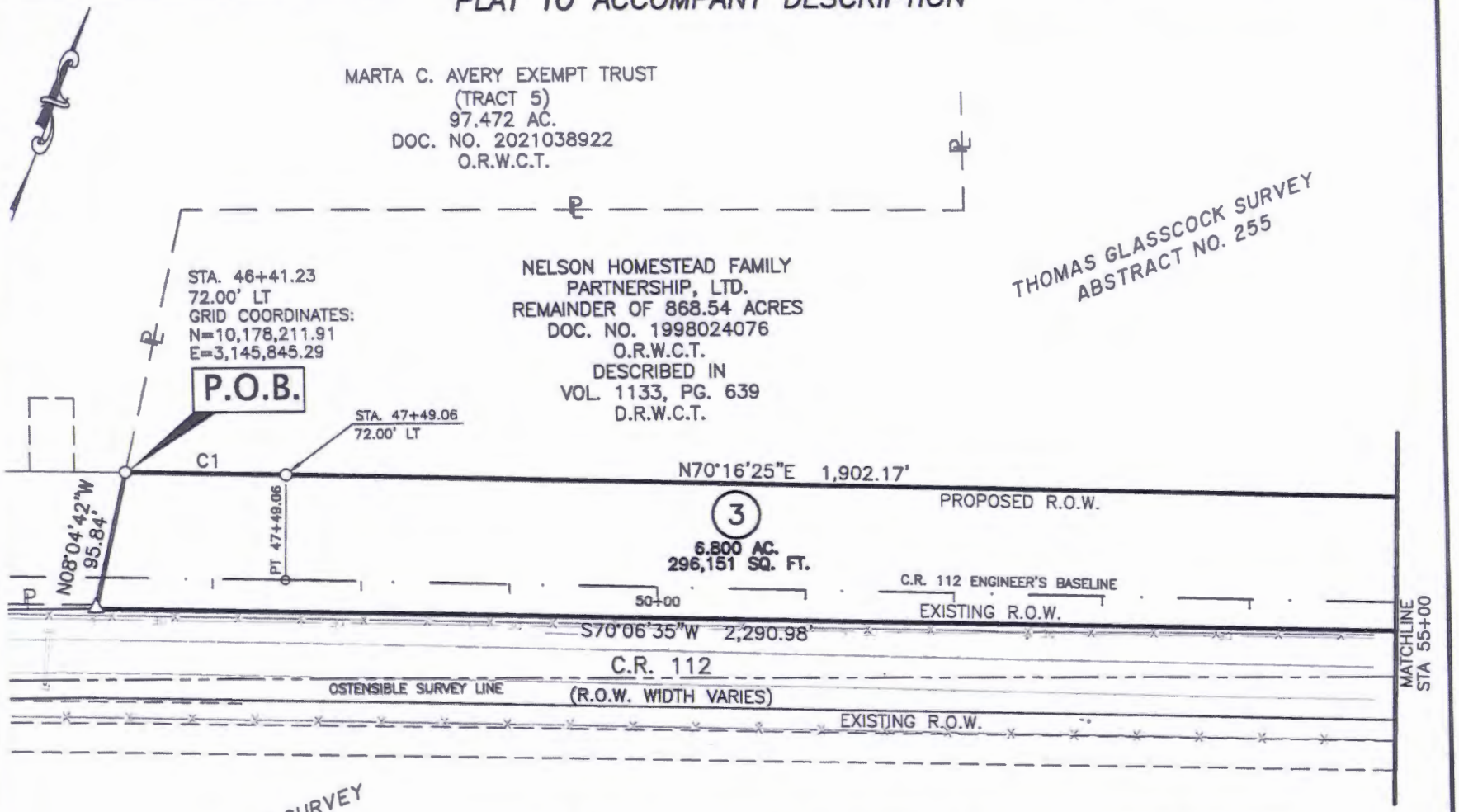
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°18'32"	20,072.00'	108.22'	108.22'	N70°07'09"E

08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE 1" = 100'

WILLIAMSON COUNTY

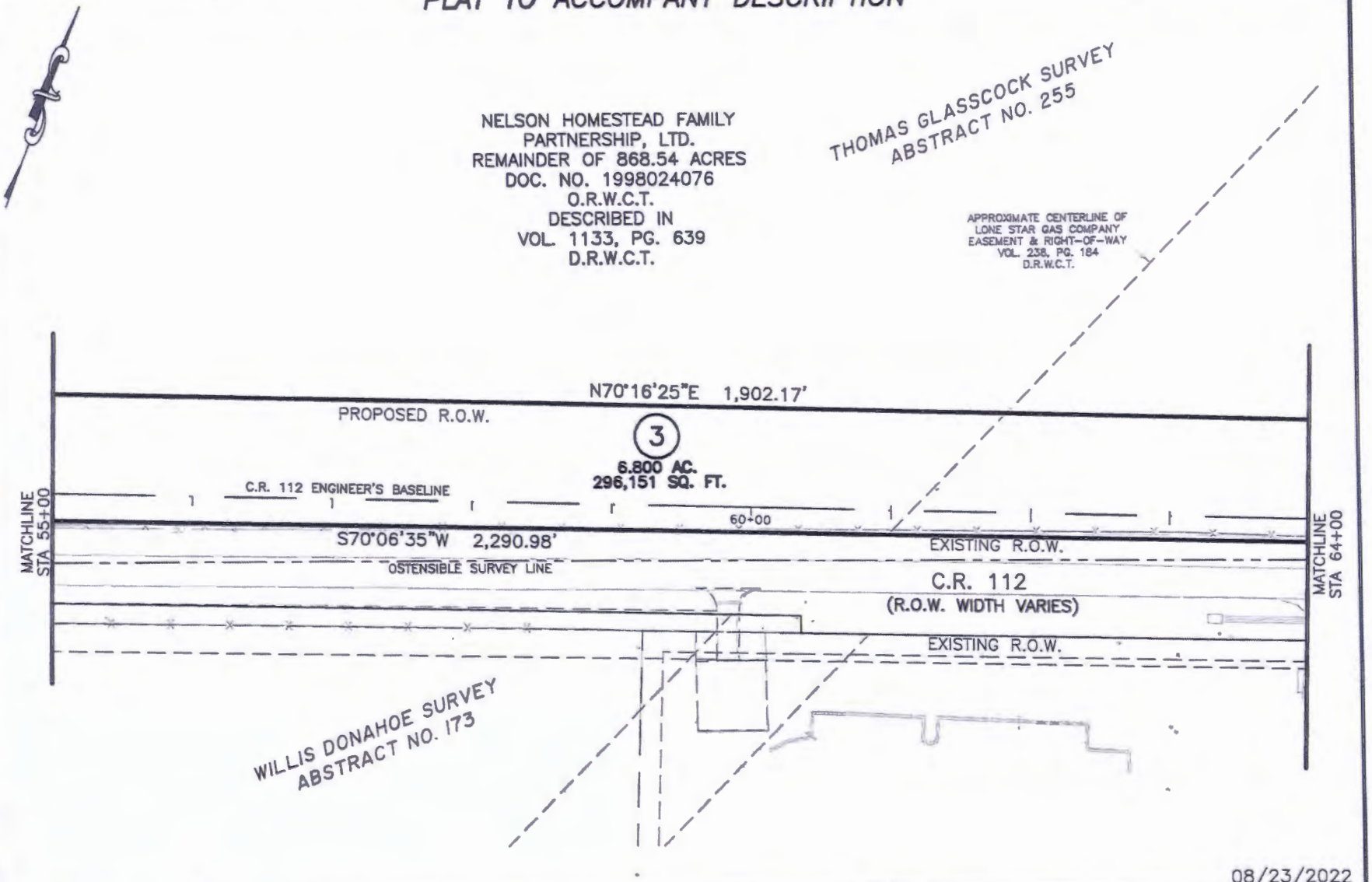
PROJECT CR 112

PARCEL 3
6.800 AC.
296,151 SQ. FT.

S:\RPS NORTH AMERICA\CR 112\PARCELS\PARCEL 3\PARCEL 3-AVERY-TRUST-PG3.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
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PARCEL PLAT SHOWING PROPERTY OF

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WILLIAMSON COUNTY

PROJECT CR 112

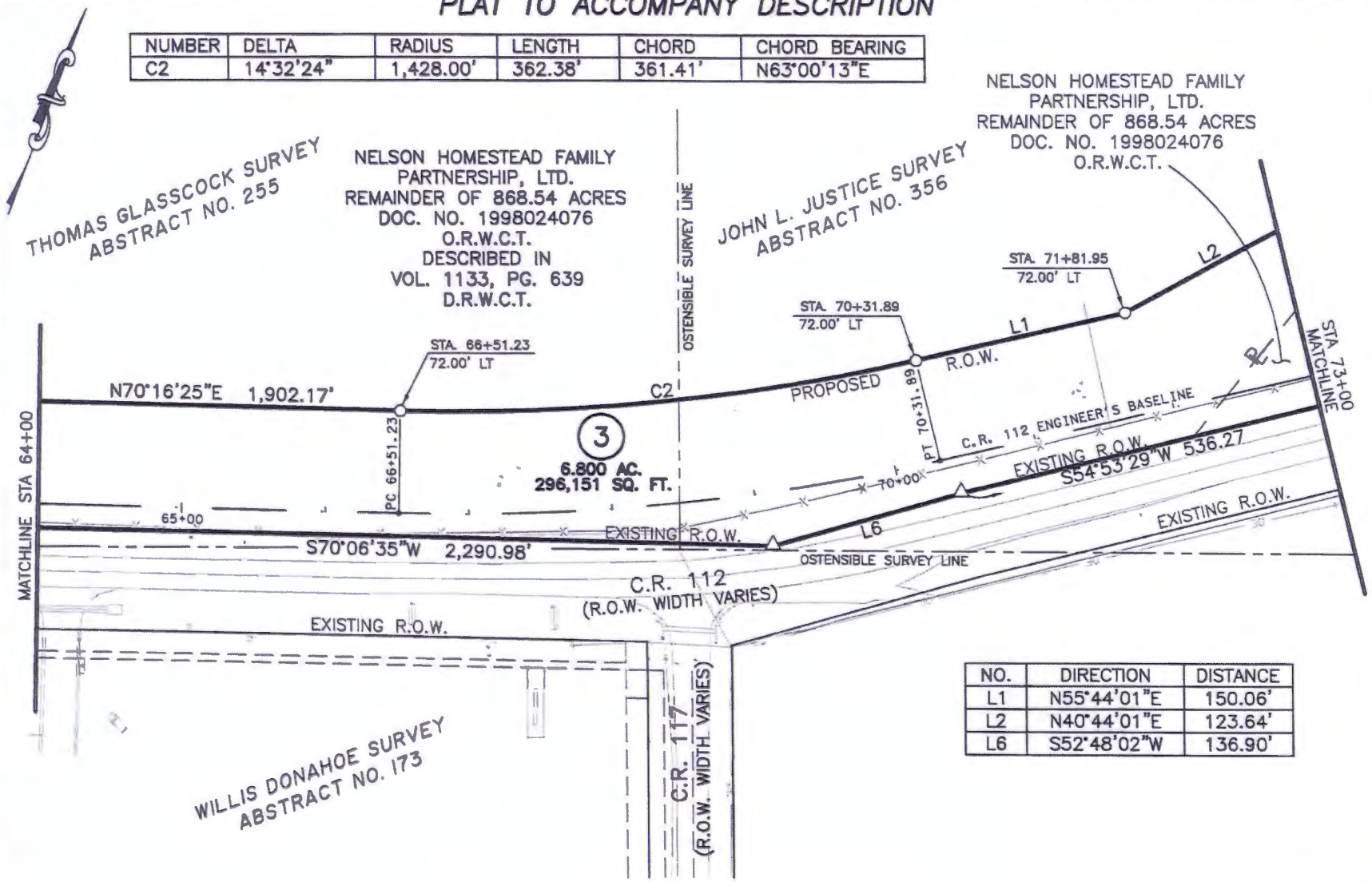
PARCEL 3
6.800 AC.
296,151 SQ. FT.

S:\RPS NORTH AMERICA\CR 112\PARCELS\PARCEL 3\PARCEL 3-AVERY-TRUST-PG4.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	14°32'24"	1,428.00'	362.38'	361.41'	N63°00'13"E



NO.	DIRECTION	DISTANCE
L1	N55°44'01"E	150.06'
L2	N40°44'01"E	123.64'
L6	S52°48'02"W	136.90'

08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE 1" = 100'

WILLIAMSON COUNTY

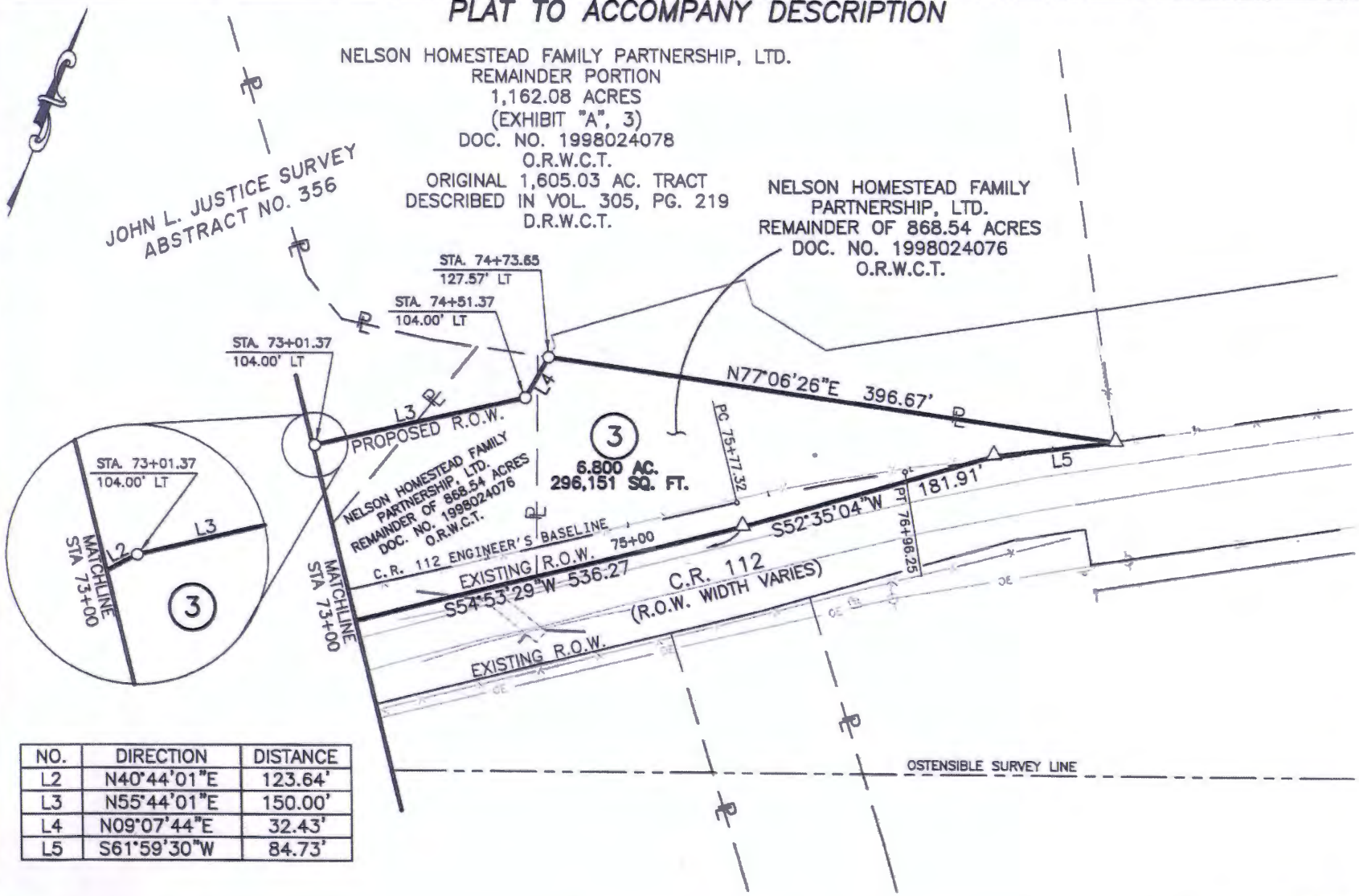
PROJECT CR 112

PARCEL 3
6.800 AC.
296,151 SQ. FT.

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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L2	N40°44'01"E	123.64'
L3	N55°44'01"E	150.00'
L4	N09°07'44"E	32.43'
L5	S61°59'30"W	84.73'

08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CR 112

PARCEL 3
6.800 AC.
296,151 SQ. FT.

S:\RPS NORTH AMERICA\CR 112\PARCELS\PARCEL 3\PARCEL 3-AVERY-TRUST-PG6&7.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET	⟷	DENOTES COMMON OWNERSHIP
◉	IRON ROD WITH PLASTIC CAP FOUND – AS NOTED	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
▣	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200988, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 22, 2022, ISSUE DATE AUGUST 3, 2022.

10C. PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS SET OUT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), AFFECTS AS SHOWN.

D. RIGHT-OF-WAY AND PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS SET OUT IN VOLUME 840, PAGE 699, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT, AS SET OUT IN VOLUME 2169, PAGE 795, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (AS IT PERTAINS TO TRACT 3 ONLY), DOES NOT AFFECT.

E. NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON CLERK'S FILE NO. 2017003557; FURTHER STIPULATED IN THAT CERTAIN MEMORANDUM OF MERGER, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON CLERK'S FILE NO. 2020082921, (AS IT PERTAINS TO TRACT 3 ONLY), DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 AUG 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE		PROJECT	PARCEL 3
1" = 100'	WILLIAMSON COUNTY	CR 112	6.800 AC. 296,151 SQ. FT.

PAGE 7 OF 7

S:\RFS NORTH AMERICA\CR 112\PARCELS\PARCEL 3\PARCEL 3-AVERY-TRUST-PG6&7.dwg

EXHIBIT
"A"
PARCEL 4

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 4
COUNTY OF WILLIAMSON § Project: CR 112

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to CR 112 and related utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements thereon. Authorized activities on the Property include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Project. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, providers of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.

2. In consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of TWO MILLION SEVEN HUNDRED TWENTY-TWO THOUSAND THIRTY-SEVEN and 00/100 Dollars ($2,722,037.00). The Grantor agrees that this sum represents 90% of the amount that Grantee has determined constitutes adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in Paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the

Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee. In the event the amount of the final settlement or court judgment for acquisition of the Property is greater than the amount Grantee has paid for the possession and use of the Property under this Paragraph 2, Grantee will remit the underpayment to Grantor when required under the final settlement or court judgment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or delivered by Grantee to a title company acting as escrow agent for the transaction, with unconditional instructions to such escrow agent to immediately release such payment to Grantor upon escrow agent's confirmation that no liens or other monetary encumbrances affect the Property (the "Effective Date").

4. The Grantor warrants and represents that, to Grantor's actual knowledge, the title to the Property is free and clear of all monetary liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF#202301512 dated effective June 8, 2023 issued by Heritage Title Company of Austin Inc., as agent for First American Title Insurance Company, and that proper releases will be executed for such liens and encumbrances (if any) prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns (or, to Grantor's knowledge, claims) an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unrelated or undisclosed liens or other monetary encumbrances affecting the Property.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.

8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and

continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property. Grantor shall have no liability for ad valorem property taxes and special assessments assessed against the Property for any period after recording of a memorandum of this Agreement.

11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by agreed final settlement, or final court judgment, whereupon this Agreement shall automatically terminate.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed that Grantee will record a memorandum of this Agreement on or about the Effective Date in the property records of the county in which the Property is located, evidencing the existence of this Agreement. The Agreement itself will not be recorded. The memorandum will not contain any information regarding the consideration paid or to be paid to Grantor by Grantee and will otherwise be in a form mutually acceptable to Grantor and Grantee. The recording of the memorandum will not modify the terms of this Agreement. Upon termination of this Agreement for any reason, either Grantor or Grantee may record an affidavit in the county property records evidencing such termination.

14. Other conditions: See Addendum attached hereto and made a part hereof.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

    Tenant: Davidson Brothers

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor or Tenant be denied reasonable access and/or ingress to or egress from the Remainder for its current uses without prior advance agreement between Grantor and Grantee.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, L.L.C.,
its general partner

By: John C. Nelson
Name: John C. Nelson
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 25 day of August, 2023 by John C. Nelson, Manager of Nelson Homestead Management, L.L.C., the general partner of Nelson Homestead Family Partnership, Ltd., in the capacity and for the purposes and consideration recited herein.

Gloria A Velasquez
Notary Public, State of Texas
Comm. Expires 01/03/2024
Notary ID 12884109-3

Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

TENANT:

Davidson Brothers

By: Dennis L Davidson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25 day of August, 2023 by Dennis L. Davidson, in the capacity and for the purposes and consideration recited herein.

Gloria A Velasquez
Notary Public, State of Texas
Comm. Expires 01/03/2024
Notary ID 12884109-3

Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2023 by Craig Morgan, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

ADDENDUM TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

This Addendum to Possession and Use Agreement For Transportation Purposes (this "Addendum") is made a part of, and is to be read in conjunction with, the attached Agreement. Unless otherwise defined in this Addendum, all capitalized terms used shall have the meaning given to them in the Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Addendum and those contained in the Agreement, the terms and provisions of this Addendum shall control and govern.

1. Grantee shall construct the Project substantially in accordance with those certain plans and specifications dated August 4, 2023 (currently at 95% submission level), prepared by HDR Engineering, Inc., and any subsequent comments, revisions or updates approved by Grantee for final project bidding and permitting, and any subsequent change orders approved during construction, provided that in all events the Project will not change to result in the abandonment of the eastern portion of existing CR 112 between Ponce De Leon Pass and CR 110 without the prior written consent of Grantor. Grantee shall use its best efforts to notify Grantor of any subsequent revisions, updates or change orders to such plans and specifications that could materially affect future use and development of the Remainder, such as changes related to road alignment, access points, median breaks/turn-in lanes, drainage and utilities (including stubs and connections).

2. Grantor and Grantee acknowledge that Grantee has made an offer to Grantor for the acquisition of the Property based on Grantee's approved value and that Grantor intends to submit a counteroffer to Grantee. If Grantor and Grantee fail to reach a final agreed settlement for Grantee's acquisition of the Property within 60 days after the date Grantor submits a counteroffer to Grantee, Grantor may, at its option, at any time thereafter, notify Grantee that it desires that Grantee initiate condemnation proceedings for the Property. Within 30 days after receipt of such notice from Grantor, Grantee will undertake to complete any final prerequisites to filing of a condemnation suit as required by the Texas Property Code, Chapter 21, and as soon as reasonably possible thereafter (and in any event within 90 days after receipt of such notice from Grantor), shall initiate condemnation proceedings and will seek to schedule a Special Commissioners' hearing at the earliest possible date. Grantee covenants that it will take all procedural steps necessary to ensure that the hearing is held in a timely manner and without any delays caused by Grantee. Grantee agrees to deposit the award of the Special Commissioners in the registry of the court within 60 days of the date that the Special Commissioners' award is filed with the court.

3. Grantee agrees to conduct its Project-related activities on the Property in a manner that avoids or minimizes interference with and interruption of any tenant's operations on the Remainder (including avoiding loss of or injury to livestock) to the extent reasonably possible. If any such activities will impact a tenant's operations, Grantee shall coordinate same in advance with such tenant. In no event shall any existing fence located on the Property be removed, cut, modified, or otherwise damaged by Grantee or its contractors within thirty (30) days following the Effective Date, by which time Grantor shall have completed installation of new perimeter fencing for the Remainder at such location. In no event shall any such new fence be removed, cut, modified, or otherwise intentionally damaged by Grantee or its contractors without the prior written approval of Grantor and Tenant, which approval shall not be unreasonably withheld or delayed. In addition, if Grantor or any tenant of Grantor requests that Grantee, as part of Grantee's acquisition of the Property or the conduct of its Project-related activities on

the Property, reasonably cooperate with Grantor or such tenant as necessary for carrying out the existing agricultural and ranching operations on the Remainder and/or continuously maintaining all existing Agriculture Use ad valorem tax exemptions on Remainder tracts, Grantee agrees to do so.

4. To the extent allowed by law, Grantee will be liable for all damage or injury to persons or property resulting from the activities of Grantee, its agents, employees, contractors, subcontractors, or other parties in coming upon or about the Property in connection with Grantee's activities upon the Property under this Agreement, including but not limited to losses or expenses incurred by Grantor or Tenant due to unauthorized damage caused by Grantee or its contractors to any fencing, livestock, growing crops or property of Grantor, Tenant or their respective agents or employees. Grantee will also promptly discharge any lien claim filed against the Remainder that arises out of the Project. Specifically without waiving any available governmental immunity, Grantee acknowledges and agrees that Grantor shall be allowed to seek any existing legally available remedies for any damages incurred by Grantor due to Grantee's breach of this Agreement.

5. Grantee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each of its contractors and assignees to obtain and maintain in effect at all times during which such contractors or assignees are performing work on or within the Property, a policy or policies of insurance, in at least the minimum amounts that Grantee typically requires of its contractors for work similar to the Project. Such liability insurance shall provide that it may not be canceled without at least 30 days written notice to Grantor. Grantee shall provide a certificate of insurance evidencing the required coverage to Grantor prior to Grantee or the contractor or assignee in question entering upon or commencing any construction activity on the Property.

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 20.586 ACRE (896,713 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN L. JUSTICE SURVEY, ABSTRACT NO. 356 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 868.54 ACRES OF LAND IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 1133, PAGE 639 OF THE OFFICAIL RECORDS OF WILLIAMSON COUNTY TEXAS, AND A PORTION OF THE REMAINDER OF THAT CALLED 1,162.08 ACRE TRACT (EXHIBIT A, 3) TO SAID NELSON HOMESTEAD FAMILY PARTNERSHIP LTD. RECORDED IN DOCUMENT NO. 1998024078 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 20.586 ACRE (896,713 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "CORR-ROW" set 127.57 feet left of County Road (C.R.) 112 Baseline Station 74+73.65 (Grid Coordinates determined as N=10,179,349.33 E=3,148,393.14), in the proposed northerly Right-of-Way (ROW) line of C.R. 112 (variable width ROW), being the common boundary line of said remainder portion of the 868.54 acre tract and said remainder portion of the 1,162.08 acre, for the **POINT OF BEGINNING** of the herein described parcel;

THENCE, through the interior of said remainder of the 1,162.08 acre tract and said remainder of the 868.54 acre tract, with said proposed ROW line the following twenty one (21) courses:

1) **N 09°07'44" E** for a distance of **8.79** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 133.95 feet left of C.R. 112 Baseline Station 74+79.69, for an angle point;

2) **N 37°28'32" W** for a distance of **7.90** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 141.84 feet left of C.R. 112 Baseline Station 74+79.25, for an angle point;

3) **N 52°31'28" E** for a distance of **140.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 150.20 feet left of C.R. 112 Baseline Station 76+15.24, for an angle point;

4) **S 37°28'32" E** for a distance of **18.40** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 131.86 feet left of C.R. 112 Baseline Station 76+16.61, for an angle point;

5) **S 79°42'03" E** for a distance of **59.24** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 76+57.40, for a point of curvature to the right;

6) with said curve to the right, having a radius of **1,592.00** feet, a delta angle of **1°29'03",** an arc length of **41.24** feet, and a chord which bears **N 59°32'03" E,** a distance of **41.24** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 76+96.25, for a point of tangency;

7) **N 60°16'34" E** for a distance of **1,669.66** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 93+65.90, for an angle point;

8) **S 56°58'10" E** for a distance of **49.70** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 47.81 feet left of C.R. 112 Baseline Station 93+88.66, for an angle point;

9) **N 60°16'34" E** for a distance of **95.61** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 47.81 feet left of C.R. 112 Baseline Station 94+84.27, for an angle point;

10) **N 56°58'10" W** for a distance of **49.70** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 94+61.51, for an angle point;

11) **N 60°16'34" E** for a distance of **1,266.86** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 107+28.37, for a point of curvature to the left;

12) with said curve to the left, having a radius of **1,308.00** feet, a delta angle of **04°31'19",** an arc length of **103.23** feet, and a chord which bears **N 58°00'55" E,** a distance of **103.21** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 108+38.86, for a point of tangency;

13) **N 34°14'45" W** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 112.00 feet left of C.R. 112 Baseline Station 108+38.86, for a point of non-tangency to the left;

14) with said curve to the left, having a radius of **1,288.00** feet, a delta angle of **14°46'47",** an arc length of **332.25** feet, and a chord which bears **N 48°21'52" E,** a distance of **331.33** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 112.00 feet left of C.R. 112 Baseline Station 112+00.00, for a point of non-tangency;

15) **S 49°01'32" E** for a distance of **22.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 112+00.00, for a point of non-tangency to the left;

16) with said curve to the left, having a radius of **1,310.00** feet, a delta angle of **16°41'54",** an arc length of **381.79** feet, and a chord which bears **N 32°37'31" E,** a distance of **380.44** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 116+08.02, for a point of tangency;

17) **N 24°16'34" E** for a distance of **1,044.76** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 126+52.78, for a point of curvature to the right;

18) with said curve to the right, having a radius of **1,290.00** feet, a delta angle of **44°42'34",** an arc length of **1,006.62** feet, and a chord which bears **N 46°37'51" E,** a distance of **981.27** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 135+89.17, for a point of tangency;

19) **N 68°59'08" E** for a distance of **162.81** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 137+51.98, for an angle point;

20) **N 23°45'38" E** for a distance of **56.35** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 130.00 feet left of C.R. 112 Baseline Station 137+91.66, for an angle point;

21) **N 21°27'52" W** for a distance of **14.77** feet to an iron rod with aluminum cap stamped "WILCO ROW" found, in the existing westerly ROW line of C.R. 110 (variable width ROW), for an angle point;

22) **THENCE,** with said existing ROW line, being said remainder of the 868.54 acre boundary line, **N 68°32'08" E** for a distance of **12.00** feet an iron rod with aluminum cap stamped "WILCO ROW" found,

23) **THENCE,** continuing with said common line, **S 21°27'52" E** for a distance of **294.48** feet an iron rod with aluminum cap stamped "CORR-ROW" set 149.61 feet right of C.R. 112 Baseline Station 138+05.86, for an angle point;

THENCE, departing said existing ROW line, through the interior of said remainder of the 1,162.08 acre tract, and said remainder of the 868.54 acre tract, with the proposed southeasterly ROW line of C.R. 112, the following six (6) courses:

24) **S 68°32'08" W** for a distance of **12.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 149.59 feet right of C.R. 112 Baseline Station 137+93.58, for an angle point;

25) **N 21°27'52" W** for a distance of **19.71** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 130.00 feet right of C.R. 112 Baseline Station 137+93.70, for an angle point;

26) **N 66°14'22" W** for a distance of **56.79** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 137+53.39, for an angle point;

27) **S 68°59'08" W** for a distance of **164.22** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 135+89.17, for a point of curvature to the left;

28) with said curve to the left, having a radius of **1,110.00** feet, a delta angle of **44°42'34",** an arc length of **866.16** feet, and a chord which bears **S 46°37'51" W,** a distance of **844.35** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 126+52.78, for a point of tangency;

29) **S 24°16'34" W** for a distance of **342.37** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 123+10.40, for an angle point, being the cutback to a proposed spur for C.R. 112;

THENCE, continuing through the interior of said remainder of the 868.54 acre tract, with the proposed easterly ROW line of said spur, the following four (4) courses:

30) with said cutback, **S 20°43'37" E** for a distance of **42.42** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 120.00 feet right of C.R. 112 Baseline Station 122+80.41, at the end of said cutback, for an angle point;

31) **S 65°43'48" E** for a distance of **253.30** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 46.00 feet left of C.R. 112 Spur Baseline Station 14+73.64, for a point of curvature to the right;

32) with said curve to the right, having a radius of **530.00** feet, a delta angle of **36°49'42",** an arc length of **340.67** feet, and a chord which bears **S 46°47'52" E,** a distance of **334.84** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet left of C.R. 112 Spur Baseline Station 17+87.02, for a point of tangency;

33) **S 29°49'09" E** for a distance of **29.49** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet left of C.R. 112 Spur Baseline Station 18+16.52, in the existing northerly ROW line of C.R. 112 (variable width ROW);

34) **THENCE,** with said existing ROW line, being said remainder of the 868.54 acre boundary line, **S 60°18'18" W** for a distance of **80.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet right of C.R. 112 Spur Baseline Station 18+16.34, being the proposed westerly ROW line of said C.R. 112 Spur;

THENCE, continuing through the interior of said remainder of the 868.54 acre tract, with said proposed southwesterly Spur ROW line, the following four (4) courses:

35) **N 29°49'09" W** for a distance of **29.32** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet right of C.R. 112 Spur PT Baseline Station 17+87.02, for a point of curvature to the left;

36) with said curve to the left, having a radius of **460.00** feet, a delta angle of **35°54'39",** an arc length of **288.31** feet, and a chord which bears **N 47°46'29" W,** a distance of **283.61** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet right of C.R. 112 Spur Baseline PC Station 14+73.64, for a point of tangency;

37) **N 65°43'48" W** for a distance of **253.31** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 120.00 feet right of C.R. 112 Baseline Station 121+94.41, for the beginning of a cutback for C.R. 112;

38) with said cutback, **S 69°16'23" W** for a distance of **42.43** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 121+64.40, in said southeasterly proposed ROW line of C.R. 112, at the end of said cutback, for an angle point;

THENCE, continuing through the interior of said remainder of the 868.54 acre tract, with said proposed southeasterly ROW line of C.R. 112, the following two (2) courses:

39) **S 24°16'34" W** for a distance of **556.39** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 116+08.02, for a point of curvature to the right;

40) with said curve to the right, having a radius of **1,490.00** feet, a delta angle of **17°11'46",** an arc length of **447.19** feet, and a chord which bears **S 32°52'28" W,** a distance of **445.52** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 111+87.83, in the existing northerly ROW line of said C.R. 112, for a point of non-tangency;

THENCE, with the common line of said existing ROW, and said remainder of the 868.54 acre tract, the following eight (8) courses:

41) **S 60°14'28" W** for a distance of **378.47** feet to a calculated angle point;

42) **S 59°47'51" W** for a distance of **734.98** feet to a calculated angle point;

43) **S 59°45'42" W** for a distance of **557.94** feet to a calculated angle point;

44) **N 17°48'03" W** for a distance of **20.48** feet to a calculated angle point;

45) **S 59°45'42" W** for a distance of **565.90** feet to a calculated angle point;

46) **S 61°11'26" W** for a distance of **668.35** feet to a calculated angle point;

47) **S 60°05'03" W** for a distance of **274.21** feet to a calculated angle point;

48) **S 59°13'54" W** for a distance of **189.54** feet to a calculated angle point, and from which a 1/2" iron rod found bears S 19°22'05" E for a distance of 0.37 feet;

49) **THENCE,** departing said existing ROW line, with the common line of said remainder of the 1,162.08 acre tract and said remainder of the 868.54 acre tract, **S 77°06'26" W** for a distance of **396.67** feet to the **POINT OF BEGINNING**, containing 20.586 acres (896,713 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 25 AUG 2022

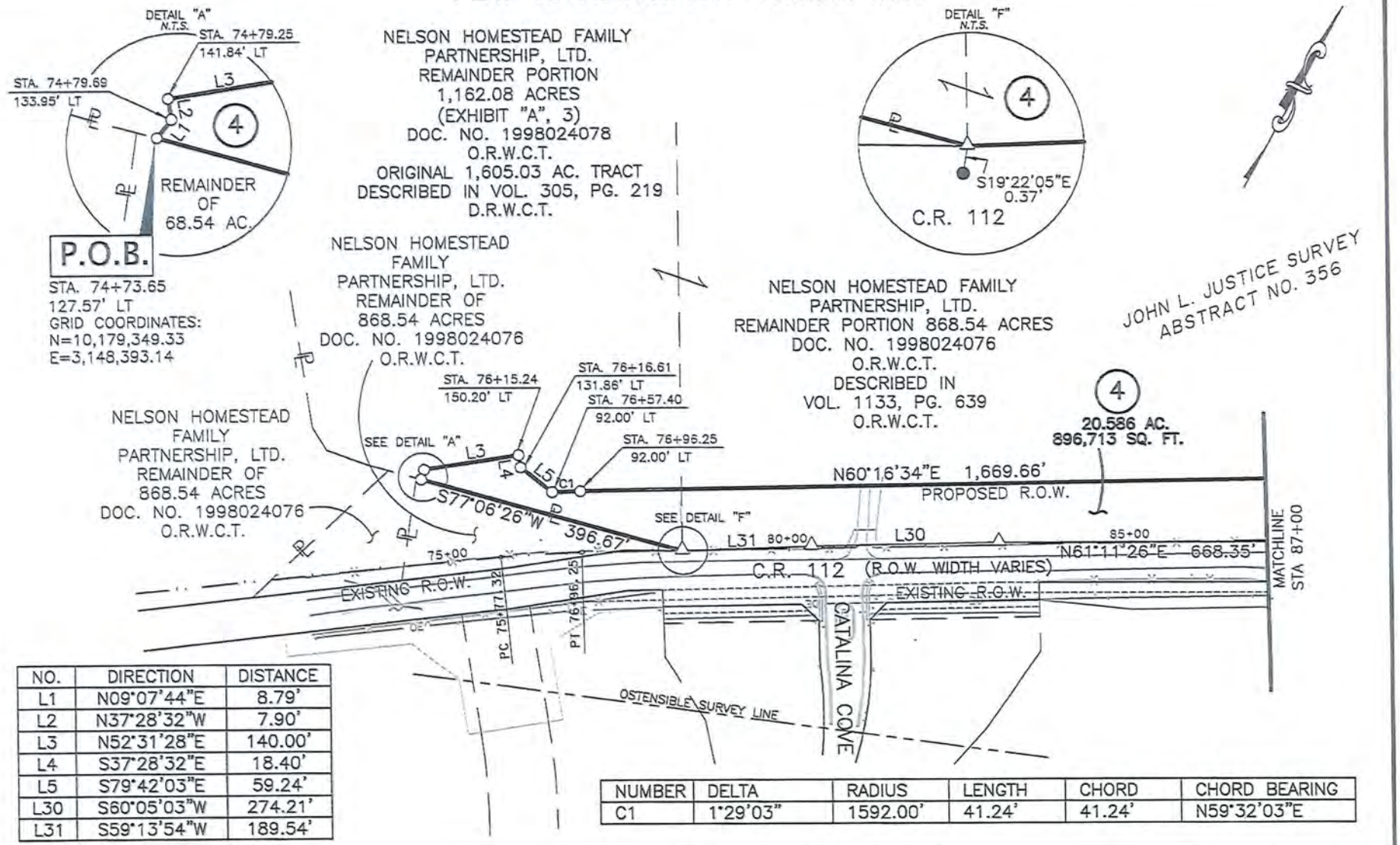
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N09°07'44"E	8.79'
L2	N37°28'32"W	7.90'
L3	N52°31'28"E	140.00'
L4	S37°28'32"E	18.40'
L5	S79°42'03"E	59.24'
L30	S60°05'03"W	274.21'
L31	S59°13'54"W	189.54'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	1°29'03"	1592.00'	41.24'	41.24'	N59°32'03"E

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

08/23/2022

PARCEL 4
20.586 AC.
896,713 SQ. FT.

SCALE
1" = 200'

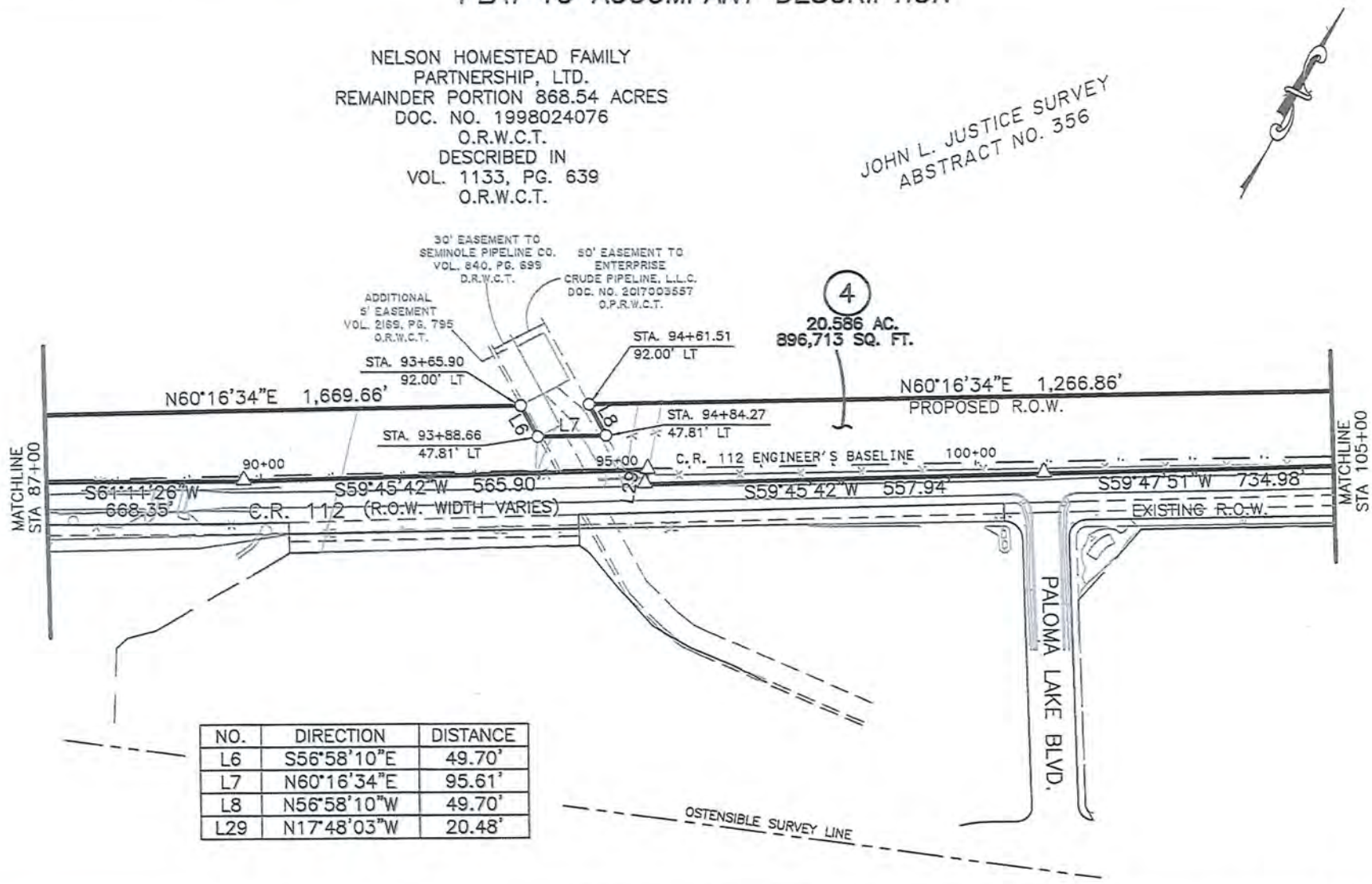
WILLIAMSON COUNTY

PROJECT
CR 112

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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L6	S56°58'10"E	49.70'
L7	N60°16'34"E	95.61'
L8	N56°58'10"W	49.70'
L29	N17°48'03"W	20.48'

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PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

08/23/2022

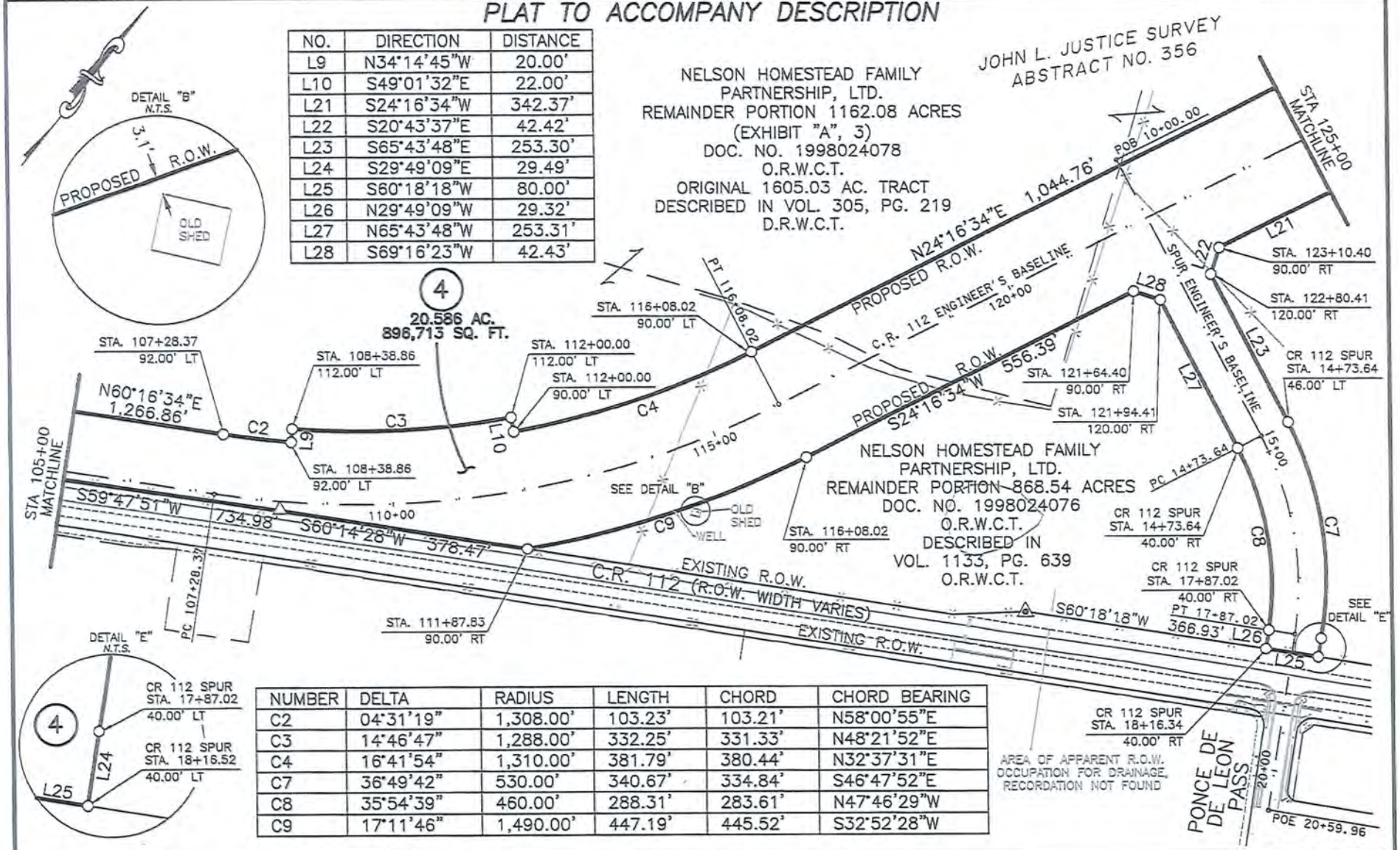
PARCEL 4
20.586 AC.
896,713 SQ. FT.

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CR 112

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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L9	N34°14'45"W	20.00'
L10	S49°01'32"E	22.00'
L21	S24°16'34"W	342.37'
L22	S20°43'37"E	42.42'
L23	S65°43'48"E	253.30'
L24	S29°49'09"E	29.49'
L25	S60°18'18"W	80.00'
L26	N29°49'09"W	29.32'
L27	N65°43'48"W	253.31'
L28	S69°16'23"W	42.43'

DETAIL "E"
N.T.S.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	04°31'19"	1,308.00'	103.23'	103.21'	N58°00'55"E
C3	14°46'47"	1,288.00'	332.25'	331.33'	N48°21'52"E
C4	16°41'54"	1,310.00'	381.79'	380.44'	N32°37'31"E
C7	36°49'42"	530.00'	340.67'	334.84'	S46°47'52"E
C8	35°54'39"	460.00'	288.31'	283.61'	N47°46'29"W
C9	17°11'46"	1,490.00'	447.19'	445.52'	S32°52'28"W

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

08/23/2022

PARCEL 4
20.586 AC.
896,713 SQ. FT.

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CR 112

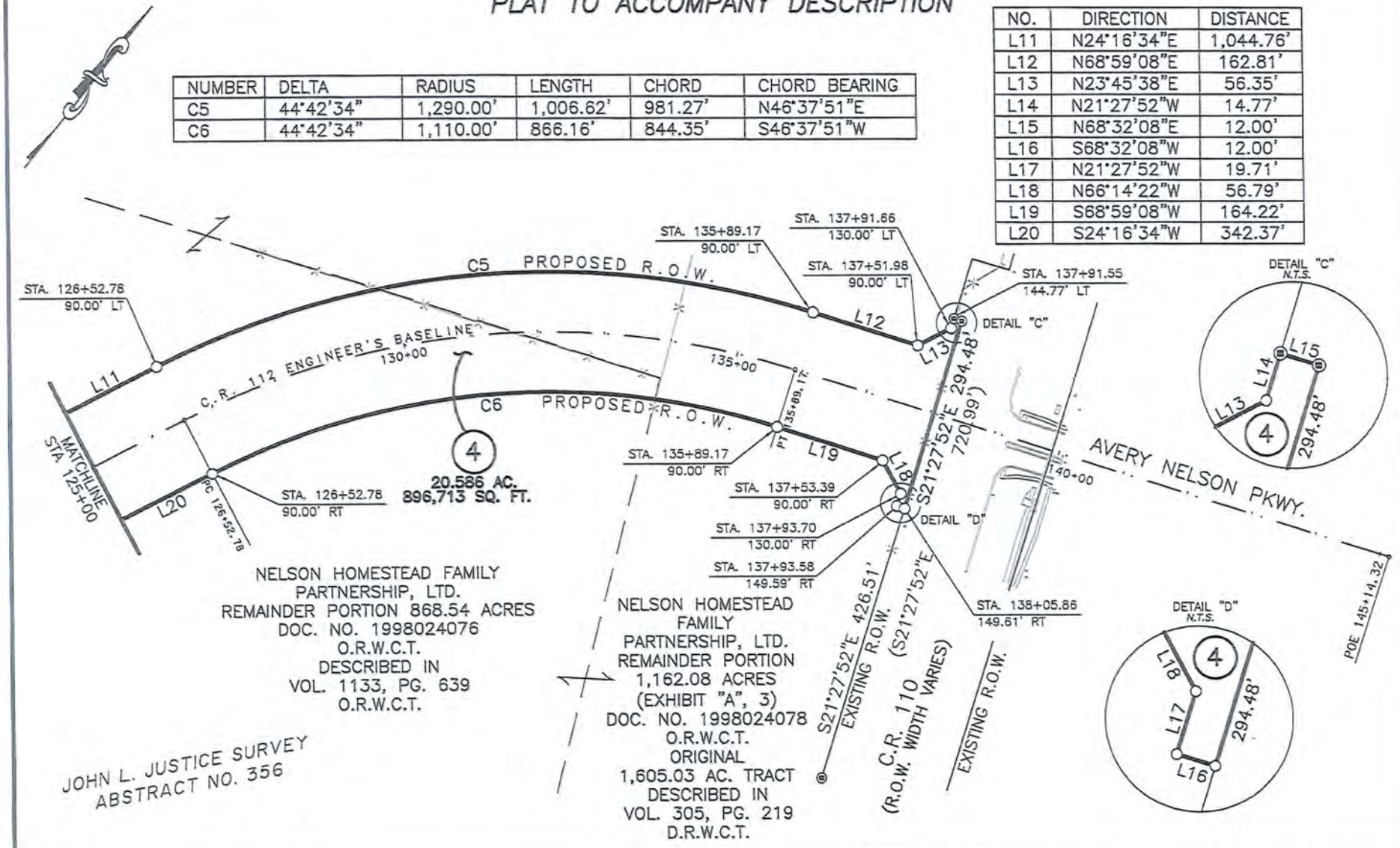
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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C5	44°42'34"	1,290.00'	1,006.62'	981.27'	N46°37'51"E
C6	44°42'34"	1,110.00'	866.16'	844.35'	S46°37'51"W

NO.	DIRECTION	DISTANCE
L11	N24°16'34"E	1,044.76'
L12	N68°59'08"E	162.81'
L13	N23°45'38"E	56.35'
L14	N21°27'52"W	14.77'
L15	N68°32'08"E	12.00'
L16	S68°32'08"W	12.00'
L17	N21°27'52"W	19.71'
L18	N66°14'22"W	56.79'
L19	S68°59'08"W	164.22'
L20	S24°16'34"W	342.37'



NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.
REMAINDER PORTION 868.54 ACRES
DOC. NO. 1998024076
O.R.W.C.T.
DESCRIBED IN
VOL. 1133, PG. 639
O.R.W.C.T.

JOHN L. JUSTICE SURVEY
ABSTRACT NO. 356

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.
REMAINDER PORTION
1,162.08 ACRES
(EXHIBIT "A", 3)
DOC. NO. 1998024078
O.R.W.C.T.
ORIGINAL
1,605.03 AC. TRACT
DESCRIBED IN
VOL. 305, PG. 219
D.R.W.C.T.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

08/23/2022

PARCEL 4
20.586 AC.
896,713 SQ. FT.

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
CR 112

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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊙	60D NAIL FOUND
◉	1/2 " IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" FOUND
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET
◉	IRON ROD WITH PLASTIC CAP FOUND – AS NOTED
●	1/2" IRON ROD FOUND
▣	TxDOT TYPE II CONCRETE MONUMENT FOUND
△	CALCULATED POINT
PL	PROPERTY LINE
⌇	LINE BREAK
⇄	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200988, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 22, 2022, ISSUE DATE AUGUST 3, 2022.

10C. PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS SET OUT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), DOES NOT AFFECT.

D. RIGHT-OF-WAY AND PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS SET OUT IN VOLUME 840, PAGE 699, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT, AS SET OUT IN VOLUME 2169, PAGE 795, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (AS IT PERTAINS TO TRACT 3 ONLY), AFFECTS AS SHOWN.

E. NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON CLERK'S FILE NO. 2017003557; FURTHER STIPULATED IN THAT CERTAIN MEMORANDUM OF MERGER, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON CLERK'S FILE NO. 2020082921, (AS IT PERTAINS TO TRACT 3 ONLY), AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 Aug 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

08/23/2022

PARCEL 4
20.586 AC.
896,713 SQ. FT.

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	CR 112	PAGE 10 OF 10

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EXHIBIT
"A"
PARCEL 5

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 5
COUNTY OF WILLIAMSON § Project: CR 112

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to CR 112 and related utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements thereon. Authorized activities on the Property include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Project. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, providers of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.

2. In consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of ONE HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED NINETY-THREE and 00/100 Dollars ($125,393.00). The Grantor agrees that this sum represents 90% of the amount that Grantee has determined constitutes adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in Paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the

Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee. In the event the amount of the final settlement or court judgment for acquisition of the Property is greater than the amount Grantee has paid for the possession and use of the Property under this Paragraph 2, Grantee will remit the underpayment to Grantor when required under the final settlement or court judgment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or delivered by Grantee to a title company acting as escrow agent for the transaction, with unconditional instructions to such escrow agent to immediately release such payment to Grantor upon escrow agent's confirmation that no liens or other monetary encumbrances affect the Property (the "Effective Date").

4. The Grantor warrants and represents that, to Grantor's actual knowledge, the title to the Property is free and clear of all monetary liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF#202301512 dated effective June 8, 2023 issued by Heritage Title Company of Austin Inc., as agent for First American Title Insurance Company, and that proper releases will be executed for such liens and encumbrances (if any) prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns (or, to Grantor's knowledge, claims) an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unrelated or undisclosed liens or other monetary encumbrances affecting the Property.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.

8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and

continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property. Grantor shall have no liability for ad valorem property taxes and special assessments assessed against the Property for any period after recording of a memorandum of this Agreement.

11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by agreed final settlement, or final court judgment, whereupon this Agreement shall automatically terminate.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed that Grantee will record a memorandum of this Agreement on or about the Effective Date in the property records of the county in which the Property is located, evidencing the existence of this Agreement. The Agreement itself will not be recorded. The memorandum will not contain any information regarding the consideration paid or to be paid to Grantor by Grantee and will otherwise be in a form mutually acceptable to Grantor and Grantee. The recording of the memorandum will not modify the terms of this Agreement. Upon termination of this Agreement for any reason, either Grantor or Grantee may record an affidavit in the county property records evidencing such termination.

14. Other conditions: See Addendum attached hereto and made a part hereof.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

    Tenant: Davidson Brothers

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor or Tenant be denied reasonable access and/or ingress to or egress from the Remainder for its current uses without prior advance agreement between Grantor and Grantee.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, L.L.C.,
its general partner

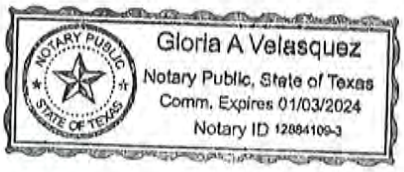
By: John C. Nelson
Name: John C. Nelson
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 25 day of August, 2023 by John C. Nelson, Manager of Nelson Homestead Management, L.L.C., the general partner of Nelson Homestead Family Partnership, Ltd., in the capacity and for the purposes and consideration recited herein.



Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

TENANT:

Davidson Brothers

By: Dennis L. Davidson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 25 day of August, 2023 by DENNIS L. DAVIDSON, in the capacity and for the purposes and consideration recited herein.

Gloria A Velasquez
Notary Public, State of Texas
Comm. Expires 01/03/2024
Notary ID 128841093

Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2023 by Craig Morgan, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

ADDENDUM TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

This Addendum to Possession and Use Agreement For Transportation Purposes (this "Addendum") is made a part of, and is to be read in conjunction with, the attached Agreement. Unless otherwise defined in this Addendum, all capitalized terms used shall have the meaning given to them in the Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Addendum and those contained in the Agreement, the terms and provisions of this Addendum shall control and govern.

1. Grantee shall construct the Project substantially in accordance with those certain plans and specifications dated August 4, 2023 (currently at 95% submission level), prepared by HDR Engineering, Inc., and any subsequent comments, revisions or updates approved by Grantee for final project bidding and permitting, and any subsequent change orders approved during construction, provided that in all events the Project will not change to result in the abandonment of the eastern portion of existing CR 112 between Ponce De Leon Pass and CR 110 without the prior written consent of Grantor. Grantee shall use its best efforts to notify Grantor of any subsequent revisions, updates or change orders to such plans and specifications that could materially affect future use and development of the Remainder, such as changes related to road alignment, access points, median breaks/turn-in lanes, drainage and utilities (including stubs and connections).

2. Grantor and Grantee acknowledge that Grantee has made an offer to Grantor for the acquisition of the Property based on Grantee's approved value and that Grantor intends to submit a counteroffer to Grantee. If Grantor and Grantee fail to reach a final agreed settlement for Grantee's acquisition of the Property within 60 days after the date Grantor submits a counteroffer to Grantee, Grantor may, at its option, at any time thereafter, notify Grantee that it desires that Grantee initiate condemnation proceedings for the Property. Within 30 days after receipt of such notice from Grantor, Grantee will undertake to complete any final prerequisites to filing of a condemnation suit as required by the Texas Property Code, Chapter 21, and as soon as reasonably possible thereafter (and in any event within 90 days after receipt of such notice from Grantor), shall initiate condemnation proceedings and will seek to schedule a Special Commissioners' hearing at the earliest possible date. Grantee covenants that it will take all procedural steps necessary to ensure that the hearing is held in a timely manner and without any delays caused by Grantee. Grantee agrees to deposit the award of the Special Commissioners in the registry of the court within 60 days of the date that the Special Commissioners' award is filed with the court.

3. Grantee agrees to conduct its Project-related activities on the Property in a manner that avoids or minimizes interference with and interruption of any tenant's operations on the Remainder (including avoiding loss of or injury to livestock) to the extent reasonably possible. If any such activities will impact a tenant's operations, Grantee shall coordinate same in advance with such tenant. In no event shall any existing fence located on the Property be removed, cut, modified, or otherwise damaged by Grantee or its contractors within thirty (30) days following the Effective Date, by which time Grantor shall have completed installation of new perimeter fencing for the Remainder at such location. In no event shall any such new fence be removed, cut, modified, or otherwise intentionally damaged by Grantee or its contractors without the prior written approval of Grantor and Tenant, which approval shall not be unreasonably withheld or delayed. In addition, if Grantor or any tenant of Grantor requests that Grantee, as part of Grantee's acquisition of the Property or the conduct of its Project-related activities on

the Property, reasonably cooperate with Grantor or such tenant as necessary for carrying out the existing agricultural and ranching operations on the Remainder and/or continuously maintaining all existing Agriculture Use ad valorem tax exemptions on Remainder tracts, Grantee agrees to do so.

4. To the extent allowed by law, Grantee will be liable for all damage or injury to persons or property resulting from the activities of Grantee, its agents, employees, contractors, subcontractors, or other parties in coming upon or about the Property in connection with Grantee's activities upon the Property under this Agreement, including but not limited to losses or expenses incurred by Grantor or Tenant due to unauthorized damage caused by Grantee or its contractors to any fencing, livestock, growing crops or property of Grantor, Tenant or their respective agents or employees. Grantee will also promptly discharge any lien claim filed against the Remainder that arises out of the Project. Specifically without waiving any available governmental immunity, Grantee acknowledges and agrees that Grantor shall be allowed to seek any existing legally available remedies for any damages incurred by Grantor due to Grantee's breach of this Agreement.

5. Grantee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each of its contractors and assignees to obtain and maintain in effect at all times during which such contractors or assignees are performing work on or within the Property, a policy or policies of insurance, in at least the minimum amounts that Grantee typically requires of its contractors for work similar to the Project. Such liability insurance shall provide that it may not be canceled without at least 30 days written notice to Grantor. Grantee shall provide a certificate of insurance evidencing the required coverage to Grantor prior to Grantee or the contractor or assignee in question entering upon or commencing any construction activity on the Property.

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.305 ACRE (13,269 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN L. JUSTICE SURVEY, ABSTRACT NO. 356 AND THE WILLIS DONAHOE SURVEY, ABSTRACT NO. 173 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 868.54 ACRES OF LAND IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 1133, PAGE 639 OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS., SAID 0.305 ACRE (13,269 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "CORR-ROW" set 82.58 feet right of County Road (C.R.) 112 Baseline Station 72+50.00 (Grid Coordinates determined as N=10,179,049.77 E=3,148,326.63), in the existing southerly Right-of-Way (ROW) line of C.R. 112 (variable width ROW), same being the common boundary line of said remainder portion of the 868.54 acre tract, for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" capped iron rod found at the southeasterly intersection of C.R. 117 (variable width ROW) and said C.R. 112, being the northwesterly corner of the remainder of that called 27.03 acre tract described in Special Warranty Deed to Nelson Homestead Family Partnership, LTD, recorded in Document No. 9828296 of the Deed Records of Williamson County Texas, bears, S 54°53'55" W at a distance of 207.13 feet to a calculated angle point, thence S 52°57'09" W at a distance of 183.23 feet;

1) **THENCE,** with said common line, **N 54°53'55" E** for a distance of **261.11** feet to calculated point, being the northwesterly corner of a remainder portion of that called 92.18 acre tract described in a Special Warranty Deed to North Paloma Lake Development, Inc. recorded in Document No. 2014004361 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

2) **THENCE,** with the common line of said remainder portion of that called 92.18 acre tract and of said remainder portion of the 868.54 acre tract, **S 37°25'23" E** for a distance of **176.39** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 254.90 feet right of C.R. 112 Baseline Station 75+20.78, in the proposed ROW line of said C.R. 112 (variable width ROW), for the southeasterly corner of the herein described parcel;

THENCE, departing said remainder portion of that called 92.18 acre tract, through the interior of said remainder of the 868.54 acre tract, with the proposed southerly ROW line of C.R. 112, the following five (5) courses:

3) **S 52°31'28" W** for a distance of **19.27** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 255.98 feet right of C.R. 112 Baseline Station 75+01.55, for an angle point;

4) **N 37°28'32" W** for a distance of **82.20** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 173.91 feet right of C.R. 112 Baseline Station 74+96.95, for an angle point;

5) **N 80°52'16" W** for a distance of **87.20** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 114.00 feet right of C.R. 112 Baseline Station 74+33.59, for an angle point;

6) **S 55°44'01" W** for a distance of **183.59** feet to an iron rod with aluminum cap stamped "CORR-ROW" set, 114.00 feet right of C.R. 112 Baseline Station 72+50.00, for an angle point;

7) **N 34°15'59" W** for a distance of **31.42** feet to the **POINT OF BEGINNING**, containing 0.305 acres (13,269 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 25 Aug 2022

M. Stephen Truesdale — Date

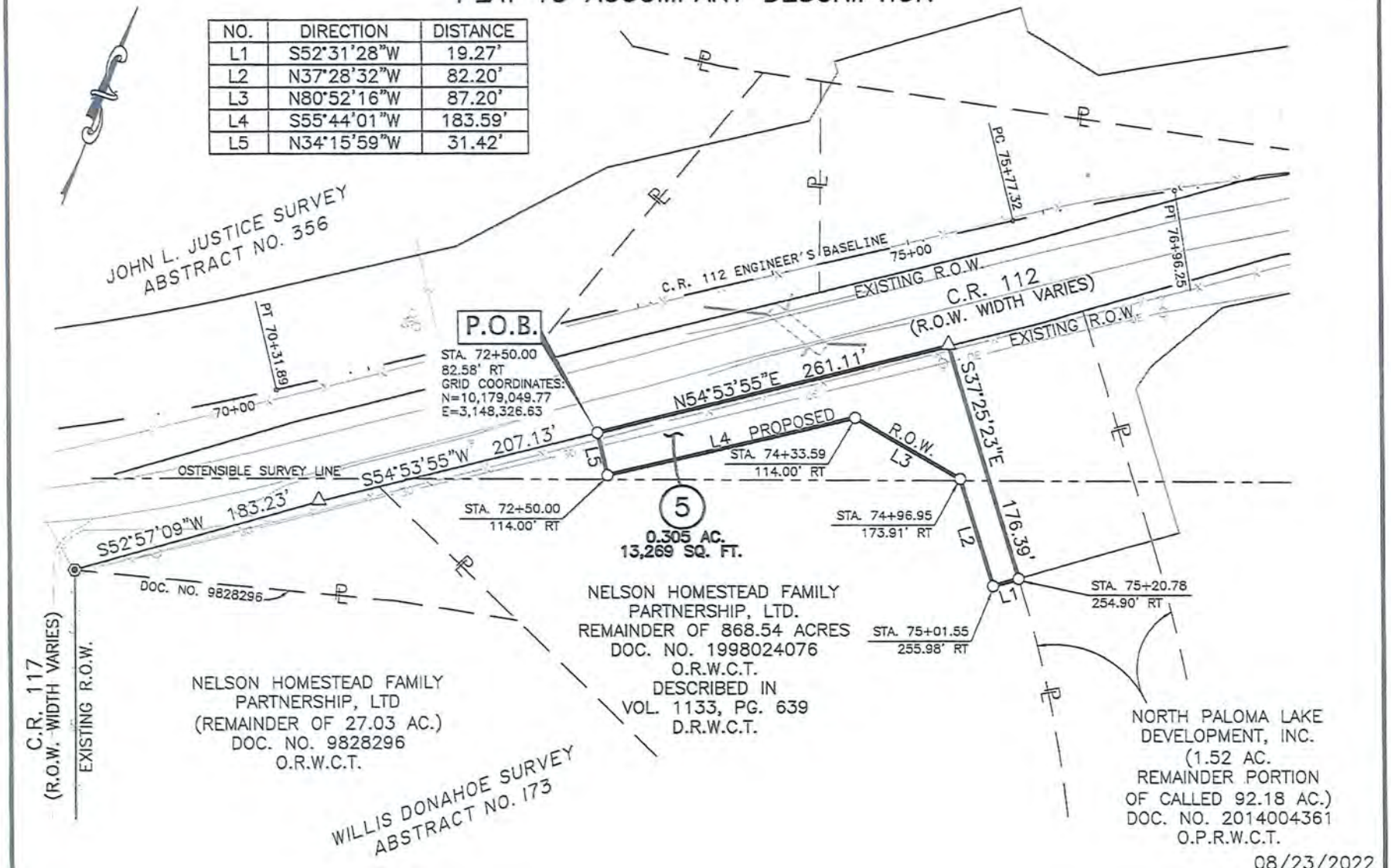
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S52°31'28"W	19.27'
L2	N37°28'32"W	82.20'
L3	N80°52'16"W	87.20'
L4	S55°44'01"W	183.59'
L5	N34°15'59"W	31.42'



08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CR 112

PARCEL 5
0.305 AC.
13,269 SQ. FT.

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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET	⟶	DENOTES COMMON OWNERSHIP
◉	IRON ROD WITH PLASTIC CAP FOUND – AS NOTED	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
▣	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200988, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 22, 2022, ISSUE DATE AUGUST 3, 2022.

10C. PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS SET OUT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), DOES NOT AFFECT.

D. RIGHT-OF-WAY AND PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS SET OUT IN VOLUME 840, PAGE 699, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT, AS SET OUT IN VOLUME 2169, PAGE 795, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (AS IT PERTAINS TO TRACT 3 ONLY), DOES NOT AFFECT.

E. NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON CLERK'S FILE NO. 2017003557; FURTHER STIPULATED IN THAT CERTAIN MEMORANDUM OF MERGER, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON CLERK'S FILE NO. 2020082921, (AS IT PERTAINS TO TRACT 3 ONLY), DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 AUG 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

08/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE		PROJECT	PARCEL 5
1" = 100'	WILLIAMSON COUNTY	CR 112	0.305 AC. 13,269 SQ. FT.

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R109657
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R052370
AVERY RANCH COMPANY
LTD & LSA TRUST

R381643
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R381655
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R442958
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R451262
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R474962
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R056156
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R056155
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R109645
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R545897
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

R545896
NELSON HOMESTEAD
FAMILY PARTNERSHIP LTD

PROP ROW
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PROP ROW
PROP ROW

CR 112
CR 112

(FUTURE)
KENNY FORT BLVD

CATALINA CV

PALOMA LAKE BLVD

PONCE DE LEON

CR 110

3
4
4
4
5

N

0 250 500 750 1000
SCALE IN FEET

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

ROUND ROCK TEXAS
THE CITY OF ROUND ROCK TEXAS
TRANSPORTATION DEPARTMENT

CR 112
NELSON FAMILY PARTNERSHIP

City of Round Rock

Agenda Item Summary

Agenda Number: I.16

Title: Consider a resolution authorizing the Mayor to execute a Utility Relocation Agreement with Manville Water Supply Corporation for the relocation of water system improvements for the Gattis School Segment 6 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost: $195,265.70

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Map

Department: Transportation

Text of Legislative File 2023-283

This is a reimbursement agreement with Manville Water Supply Corporation to reimburse them for relocating a 6-inch water line on Gattis School Road east of Red Bud Lane to allow for the construction and widening of Gattis School Road. They have provided a low bid estimate of $195,265.70. The City of Round Rock will pay the actual sum of the work if it is less than the estimate or exceeds the estimate.

Cost: $195,265.70

Source of Funds*: *RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2023-283

WHEREAS, the City of Round Rock ("City") is constructing improvements to Gattis School Road, Segment 6 (the "Road Project"); and

WHEREAS, some of the proposed Road Project includes the widening of the right-of-way into easements in which the Manville Water Supply Corporation's ("Manville") water system improvements are or will be located; and

WHEREAS, the City and Manville have determined that, because of the Road Project, the relocation of Manville water lines are necessary (the "Relocation Project"); and

WHEREAS, the City and Manville wish to enter into an agreement to set forth the terms and conditions pursuant to which the City shall relocate Manville's water system improvements in certain segments of the Road Project, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Utility Relocation Agreement for the Relocation of Water System Improvements at Gattis School Segment 6, a copy of same being attached hereto as Exhibit "A" and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

UTILITY RELOCATION AGREEMENT FOR THE RELOCATION OF WATER SYSTEM IMPROVEMENTS AT GATTIS SCHOOL SEGMENT 6

THIS UTILITY RELOCATION AGREEMENT FOR THE RELOCATION OF WATER SYSTEM IMPROVEMENTS AT GATTIS SCHOOL SEGMENT 6 ("Agreement") is entered into by and between Manville Water Supply Corporation ("Manville") and the City of Round Rock, Texas, a Texas home rule municipality ("Round Rock"). In this Agreement, Manville and Round Rock are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

WHEREAS, Round Rock is and has been in the process of constructing improvements to Gattis School Road, Segment 6 (the "Road Project"); and

WHEREAS, some of the proposed Road Project includes the widening of the right-of-way into easements in which the Manville's water system improvements are or will be located; and

WHEREAS, the parties have determined that, because of the Road Project, the relocation of Manville water lines are necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the Manville water lines affected by the Road Project are attached hereto as Exhibit "A" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Round Rock shall relocate the Manville's water system improvements in certain segments of the Road Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL STATEMENT

1.01 General. The purpose of this Agreement is to provide for the relocation and construction of Manville waterline improvements (the Relocation Project) caused by Round Rock's construction of the Road Project.

1.02 Round Rock Relocation of Waterlines. Round Rock will, at its own expense, pay all costs related to the relocation of the Manville water lines in accordance with the Plans. As stated below, Round Rock will reimburse the Manville for all costs related to the design of the Plans.

1.03 Round Rock to Obtain Easements Round Rock agrees to acquire at its own expense all necessary easements required by the Manville for the Relocation Project as shown in the Plans. This Agreement specifically allows Round Rock's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the Manville. The form of the easement shall be approved by the Manville prior to acquisition.

1.04 Manville Obligations. Manville shall be responsible for the design of the Plans, including specifications. Manville will submit invoices for design costs to Round Rock, and Round Rock shall reimburse the Manville for those costs. After acceptance of the waterline relocations, the Manville will own and maintain said waterlines at its sole cost and expense.

1.05 Continuation of Service. Round Rock agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of Manville and will not result in the permanent loss of water service to any such customers.

II.
CONSTRUCTION OF RELOCATION PROJECT

2.01 General. The Parties mutually acknowledge and agree that Manville shall construct the Relocation Project. Round Rock agrees that it is responsible for one hundred percent (100%) of the costs of the Relocation Project.

2.02 Payment and Maintenance. Round Rock's payment for the Construction Costs will be due and owing thirty (30) days after the Manville has accepted the completed Relocation Project. After acceptance, the Manville shall own and maintain the facilities included within the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that either Party believes that the other Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure

conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.02 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.04 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the Project Plans.

4.05 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.06 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson Round Rock, Texas.

4.07 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

MANVILLE:

Manville Water Supply Corporation
PO Box 248
Coupland, TX 78615
Telephone: (512) 856-2488

ROUND ROCK:

City of Round Rock
221 East Main Street
Round Rock, TX 78664
Attn: Laurie Hadley, City Manager
Telephone: (512) 218-5401

With copy to:

Stephanie L. Sandre, City Attorney
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

4.08 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.09 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

[Signatures on the following pages.]

MANVILLE WATER SUPPLY CORPORATION:

By: Tony Graf

Printed Name: Tony Graf

Title: General Manager

Date: 8-22-2023

CITY OF ROUND ROCK:

By:_____
Craig Morgan, Mayor

Date: _____

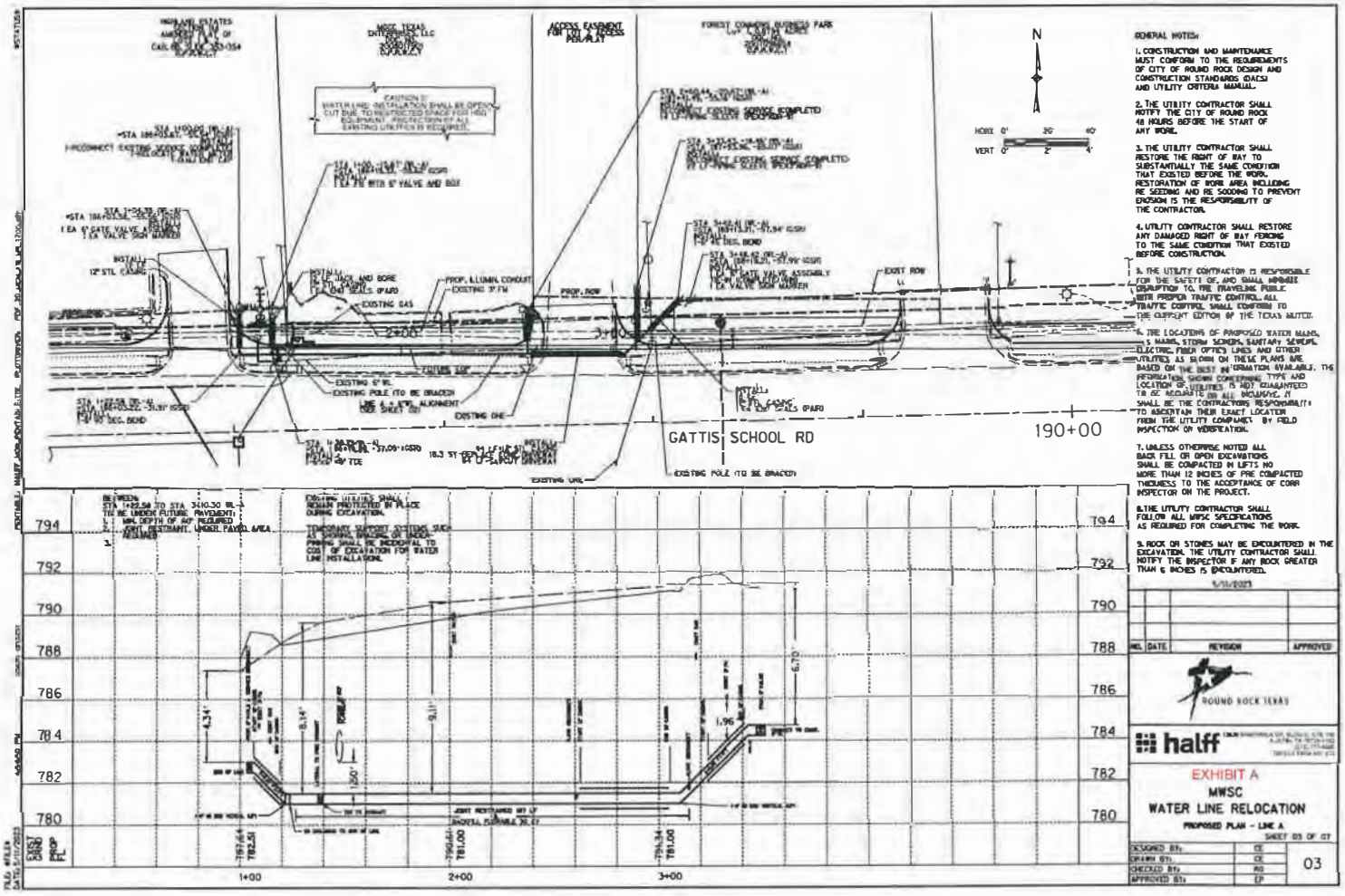
ATTEST:

_____
Meagan Spinks, City Clerk

Approved as to Form:

_____
Stephanie L. Sandre, City Attorney

Exhibit "A"



GENERAL NOTES:

1. CONSTRUCTION AND MAINTENANCE MUST CONFORM TO THE REQUIREMENTS OF CITY OF ROUND ROCK DESIGN AND CONSTRUCTION STANDARDS (DACS) AND UTILITY CRITERIA MANUAL.
2. THE UTILITY CONTRACTOR SHALL NOTIFY THE CITY OF ROUND ROCK 48 HOURS BEFORE THE START OF ANY WORK.
3. THE UTILITY CONTRACTOR SHALL RESTORE THE RIGHT OF WAY TO SUBSTANTIALLY THE SAME CONDITION THAT EXISTED BEFORE THE WORK. RESTORATION OF WORK AREA INCLUDING RE SEEDING AND RE SODDING TO PREVENT EROSION IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. UTILITY CONTRACTOR SHALL RESTORE ANY DAMAGED RIGHT OF WAY FENCING TO THE SAME CONDITION THAT EXISTED BEFORE CONSTRUCTION.
5. THE UTILITY CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF, AND SHALL MINIMIZE DISRUPTION TO, THE TRAVELING PUBLIC WITH PROPER TRAFFIC CONTROL. ALL TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT EDITION OF THE TEXAS MUTCD.
6. THE LOCATIONS OF PROPOSED WATER MAINS, S MAINS, STORM SEWERS, SANITARY SEWERS, ELECTRIC, FIBER OPTICS LINES AND OTHER UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE. THE INFORMATION SHOWN CONCERNING TYPE AND LOCATION OF UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ASCERTAIN THEIR EXACT LOCATION FROM THE UTILITY COMPANIES BY FIELD INSPECTION OR VERIFICATION.
7. UNLESS OTHERWISE NOTED ALL BACK FILL OR OPEN EXCAVATIONS SHALL BE COMPACTED IN LIFTS NO MORE THAN 12 INCHES OF PRE COMPACTED THICKNESS TO THE ACCEPTANCE OF CORR INSPECTOR ON THE PROJECT.
8. THE UTILITY CONTRACTOR SHALL FOLLOW ALL MWSC SPECIFICATIONS AS REQUIRED FOR COMPLETING THE WORK.
9. ROCK OR STONES MAY BE ENCOUNTERED IN THE EXCAVATION. THE UTILITY CONTRACTOR SHALL NOTIFY THE INSPECTOR IF ANY ROCK GREATER THAN 6 INCHES IS ENCOUNTERED.

9/11/2023

NO.	DATE	REVISION	APPROVED

ROUND ROCK TEXAS

halff

EXHIBIT A

MWSC

WATER LINE RELOCATION

PROPOSED PLAN - LINE A

SHEET 03 OF 07

DESIGNED BY:	CE	03
DRAWN BY:	CE	
CHECKED BY:	AG	
APPROVED BY:	EP	

Bluffwood Pl
Forest Green Dr
Forest Meadow Dr
Deep River Cir
Trailing Vine Way
Brook Trail
Leah Ln
Fernspring
Cook River Loop
Lake Forest Dr
Via Sonoma Trail
Shiraz Ln
Rusk Rd
30
Highland Terrace
Highland Estates Dr
Blue Spruce Way
Kodiak Dr
Silver Trail
Snowdrift Trail
Snowflake Dr
Aspen Dr
High Country Blvd
Roundabout Ln
Eastwood Ln
Clint Ct
Tyler Ct
Calico Bush Ln
Rock Chalk Ct
Winding Way
Red Bud Ln
122
Adelfa Dr
Anacacho Dr
Silk Tree Ln
Silk Tree
Bradford Park Dr
Vinson Ct
Adelen Ln
Donnell Dr
Elizabeth Anne Ln
Andres Way
Hailey Ln
© 2021 Google
Google Earth
1985
Imagery Date: 11/22/2019 30°30'03.49" N 97°36'24.87" W elev 0 ft eye alt 6085 ft

City of Round Rock

Agenda Item Summary

Agenda Number: I.17

Title: Consider a resolution authorizing the Mayor to execute a contract with DigDug Construction, LLC for the Kenney Fort/Joe DiMaggio/Brushy Creek Landscape Enhancements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost: $1,094,355.59

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Bid Tab, Award Recommendation, Map, Form 1295

Department: Transportation

Text of Legislative File 2023-281

On August 1, 2023, construction bids were received for the above referenced project. A total of two (2) bids were received, with DigDug Construction of Austin, TX submitting the apparent best value low bid based on qualifications and experience. DigDug Construction submitted the lowest bid in the amount of $1,094,355.59 for total project bid.

DigDug Construction provided Bid Bond, Statement of Bidder's Safety Experience, and acknowledged the addendum as required. Based upon our evaluation and submission of the lowest, most qualified bid, we recommend the award to DigDug Construction in the amount of $1,094,355.59 for total base bid plus add alternate items.

Total Bids Received:

DigDug Construction: $1,094,355.59
Jerdon Enterprise: $1,483,056.25

Cost: $1,094,355.59
Source of Funds*: *RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2023-281

WHEREAS, the City of Round Rock has duly advertised for bids for the Kenney Fort / Joe DiMaggio / Brushy Creek Landscape Enhancements Project; and

WHEREAS, DigDug Construction, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of DigDug Construction, LLC, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with DigDug Construction, LLC for the Kenney Fort / Joe DiMaggio / Brushy Creek Landscape Enhancements Project.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

BID TAB

PROJECT NAME: **Kenney Fort, Joe DiMaggio and Brushy Creek Landscape Enhancements**

PROJECT LOCATION: **Round Rock, TX**

OWNER: **City of Round Rock - Transportation Dept.**

DATE: **August 2023**

Base Bid & Add Alternate

Bid Item	Approx Quantity	Unit	Item Description and Written Unit Price	DigDug Construction		Jerdon Enterprise		CORR/Studio 16:19	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.01	1	LS	Total Mobilization Payment- Turn-key with all engineering and permitting related costs	$ 45,000.00	$ 45,000.00	$ 73,850.00	$ 73,850.00	$ 39,300.00	$ 39,300.00
1.02	1	LS	Site Clearing and Site Grading- Turn-key with all engineering and permitting related costs	$ 7,500.00	$ 7,500.00	$ 18,000.00	$ 18,000.00	$ - (included in mobilization)	$ -
1.03	1	LS	Stabilized Construction Entrance, Including Installation and Removal- Turn-key with all engineering and permitting related costs	$ 3,000.00	$ 3,000.00	$ 3,825.00	$ 3,825.00	$ 1,200.00	$ 1,200.00
1.04	1	LS	Temporary Concrete Wash Out- Turn-key with all engineering and permitting related costs	$ 2,500.00	$ 2,500.00	$ 1,225.00	$ 1,225.00	$ 2,500.00	$ 2,500.00
1.05	1	LS	Demolition and Haul Off - Turn-key with all related costs. No engineering and permitting required.	$ 22,000.00	$ 22,000.00	$ 55,250.00	$ 55,250.00	$ 35,000.00	$ 35,000.00
1.06	575	LF	Curb Inlet Protection - Turn-key with all related costs. No engineering and permitting required.	$ 10.50	$ 6,037.50	$ 11.50	$ 6,612.50	$ 12.00	$ 6,900.00
1.07	1	LS	Existing Underground Electrical Relocation (Section 1 & 2), Including all associated trenching, conduit, boxes and wiring - Turn-key with all related costs. No engineering and permitting required.	$ 53,560.00	$ 53,560.00	$ 94,100.00	$ 94,100.00	$ 25,000.00	$ 25,000.00
1.08	7,653	SF	Clean and Power Wash Existing Concrete Flatwork (Hardscape Type 1) - Turn-key with all related costs. No engineering and permitting required.	$ 0.20	$ 1,530.60	$ 1.75	$ 13,392.75	$ 0.50	$ 3,826.50
1.09	6,060	SF	Stain Existing Concrete Flatwork (Hardscape Type 2), Including Concrete Preparation and Sealer - Turn-key with all related costs. No engineering and permitting required.	$ 3.25	$ 19,695.00	$ 4.50	$ 27,270.00	$ 5.00	$ 30,300.00

Base Bid & Add Alternate				DigDug Construction		Jerdon Enterprise		CORR/Studio 16:19	
Bid Item	**Approx Quantity**	**Unit**	**Item Description and Written Unit Price**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1.10	7,201	SF	4" Thick P.C. Stained Concrete Flatwork (Hardscape Type 3), Including Joint Fillet and All Associated Work - Turn-key with all related costs. No engineering and permitting required.	$ 10.50	$ 75,610.50	$ 23.00	$ 165,623.00	$ 11.00	$ 79,211.00
1.11	15,998	SF	4" Thick P.C. Stamped Concrete Flatwork (Hardscape Type 3), Including Joint Fillet and All Associated Work - Turn-key with all related costs. No engineering and permitting required.	$ 14.25	$ 227,971.50	$ 21.00	$ 335,958.00	$ 12.00	$ 191,976.00
1.12	1	EA	Decorative Kenney Fort Sign, Including all associated materials, appurtenances, signage and work - Turn-key with all related costs. No engineering and permitting required.	$ 69,200.00	$ 69,200.00	$ 85,750.00	$ 85,750.00	$ 35,000.00	$ 35,000.00
1.12	4	EA	Corten Panel Sign 1, Including all associated materials, appurtenances, signage and work - Turn-key with all related costs. No engineering and permitting required.	$ 8,235.00	$ 32,940.00	$ 9,750.00	$ 39,000.00	$ 10,000.00	$ 40,000.00
1.13	1	EA	Corten Panel Sign 2, Including all associated materials, appurtenances, signage and work - Turn-key with all related costs. No engineering and permitting required.	$ 11,920.00	$ 11,920.00	$ 26,550.00	$ 26,550.00	$ 10,000.00	$ 10,000.00
1.14	2	EA	Road Bore, Including alignment, profile, casing pipe and all associated appurtenances and work - Turn-key with all related costs. No engineering and permitting required.	$ 9,640.00	$ 19,280.00	$ 14,250.00	$ 28,500.00	$ 1,000.00	$ 2,000.00
1.15	2	EA	Water Surface Connection, Including water main tap, meter, backflow, pressure regulator, isolation valve and all associated apputenances - Turn-key with all related costs. No engineering and permitting required.	$ 18,500.00	$ 37,000.00	$ 18,600.00	$ 37,200.00	$ 2,000.00	$ 4,000.00
1.16	1	LS	New Site Irrigation System, Including all trenching, 4" sleeving, backfill, wiring , boxes, fixtures, backflow, PRV, controllers, valves, and all other appurtenances- Turn-key with all related costs. No engineering and permitting required.	$ 57,830.40	$ 57,830.40	$ 60,000.00	$ 60,000.00	$ 2,400.00	$ 2,400.00
1.17	1	EA	Installation of Landscape Bed Type 1, Including landscape bed preparation, soil, planting, staking, mulching, plant material, trees and all other appurtenances - Turn-key with all related costs. No engineering and permitting required.	$ 10,604.29	$ 10,604.29	$ 10,200.00	$ 10,200.00	$ 11,800.00	$ 11,800.00

Base Bid & Add Alternate

Bid Item	Approx Quantity	Unit	Item Description and Written Unit Price	DigDug Construction		Jerdon Enterprise		CORR/Studio 16:19	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.18	1	EA	Installation of Landscape Bed Type 2, Including landscape bed preparation, soil, planting, staking, mulching, plant material, trees and all other appurtenances - Turn-key with all related costs. No engineering and permitting required.	$ 10,764.85	$ 10,764.85	$ 10,350.00	$ 10,350.00	$ 11,800.00	$ 11,800.00
1.19	6	EA	Installation of Landscape Bed Type 3, Including landscape bed preparation, soil, planting, staking, plant material, trees, landscape rock, quarry block and all other appurtenances - Turn-key with all related costs. No engineering and permitting required.	$ 9,825.74	$ 58,954.44	$ 9,500.00	$ 57,000.00	$ 8,300.00	$ 49,800.00
1.20	2	EA	Installation of Landscape Bed Type 4, Including landscape bed preparation, soil, planting, staking, mulching, plant material, trees and all other appurtenances - Turn-key with all related costs. No engineering and permitting required.	$ 3,759.38	$ 7,518.76	$ 3,600.00	$ 7,200.00	$ 3,700.00	$ 7,400.00
1.21	7	EA	Installation of Landscape Bed Type 5, Including landscape bed preparation, soil, planting, staking, trees, landscape rock, and all other appurtenances - Turn-key with all related costs. No engineering and permitting required.	$ 2,870.00	$ 20,090.00	$ 2,750.00	$ 19,250.00	$ 3,400.00	$ 23,800.00
1.22	4	MO	Traffic Control Measures - Turn-key with all related costs. No engineering and permitting required.	$ 12,500.00	$ 50,000.00	$ 16,250.00	$ 65,000.00		$ -
A.01	36	MO	Landscape Maintenance - Turn-key with all related costs. No engineering and permitting required.	$ 1,875.00	$ 67,500.00	$ 1,800.00	$ 64,800.00	$ 5,000.00	$ 180,000.00
2.01	20	EA	6" Cal. Tree, Container Grown, Including planting and staking - Turn-key with all related costs. No engineering and permitting required.	$ 6,428.22	$ 128,564.40	$ 6,500.00	$ 130,000.00	$ 5,000.00	$ 100,000.00
2.02	14	EA	2" Cal. Tree, Container Grown, Including planting and staking - Turn-key with all related costs. No engineering and permitting required.	$ 1,132.50	$ 15,855.00	$ 1,100.00	$ 15,400.00	$ 250.00	$ 3,500.00
2.03	26	EA	Landscape Shrub, 3 Gal including planting - Turn-key with all related costs. No engineering and permitting required.	$ 65.00	$ 1,690.00	$ 65.00	$ 1,690.00	$ 20.00	$ 520.00
2.04	72	EA	Landscape Shrub, 1 Gal including planting - Turn-key with all related costs. No engineering and permitting required.	$ 35.00	$ 2,520.00	$ 35.00	$ 2,520.00	$ 10.00	$ 720.00

Base Bid & Add Alternate

Bid Item	Approx Quantity	Unit	Item Description and Written Unit Price	DigDug Construction Unit Price	DigDug Construction Amount	Jerdon Enterprise Unit Price	Jerdon Enterprise Amount	CORR/Studio 16:19 Unit Price	CORR/Studio 16:19 Amount
2.05	1,715	SF	8" Bed Prep, including 5" depth prepared soil and 3" depth hardwood mulch as indicated- Turn-key with all related costs. No engineering and permitting required.	$ 8.25	$ 14,148.75	$ 8.00	$ 13,720.00	$ 10.00	$ 17,150.00
2.06	144	LF	Steel Edging, Finish:Black - Turn-key with all related costs. No engineering and permitting required.	$ 30.50	$ 4,392.00	$ 30.00	$ 4,320.00	$ 25.00	$ 3,600.00
2.07	1	LS	New Site Irrigation System, Including all trenching, 4" sleeving, backfill, wiring , boxes, fixtures, backflow, PRV, controllers, valves, and all other appurtenances- Turn-key with all related costs. No engineering and permitting required.	$ 9,177.60	$ 9,177.60	$ 9,500.00	$ 9,500.00	$ 5,000.00	$ 5,000.00
			Kenney Fort Base Bid (1.01-1.24)		**$ 850,507.84**		**$ 1,241,106.25**		**$ 613,213.50**
			Kenney Fort Add Alternate (A.01)		**$ 67,500.00**		**$ 64,800.00**		**$ 180,000.00**
			Oakmont Dr. Base Bid (2.01-2.07)		**$ 176,347.75**		**$ 177,150.00**		**$ 130,490.00**
			Materials		$ 437,742.20		$ 405,802.00		
			All Other Charges		$ 656,613.30		$ 1,077,254.25		
			Total Base Bid		**$ 1,094,355.59**		**$ 1,483,056.25**		**$ 923,703.50**
			Notes						

VE Options
Items of Concern
Low Bid Item
High Bid Item



August 7, 2023

City of Round Rock Transportation Department
Gregory Ciaccio
Senior Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Office: 512.218.7017

Re: Landscape Architect Letter of Recommendation for Award

Project Name: Kenney Fort / Joe DiMaggio / Brushy Creek Landscape Enhancements

Dear Mr. Ciaccio:

On August 1, 2023, construction bids were received for the above referenced project. A total of two (2) bids were received, with DigDug Construction of Austin, TX submitting the apparent best value low bid based on qualifications and experience. DigDug Construction submitted the lowest bid in the amount of **$1,094,355.50** for Total project bid.

DigDug Construction provided Bid Bond, Statement of Bidder's Safety Experience, and acknowledged the addendum as required. Based upon our evaluation and submission of the lowest, most qualified bid, we recommend the award to DigDug Construction in the amount of **$1,094,355.50** for Total Base Bid plus Add Alternate items. We will defer to the City of Round Rock for final decision and approval.

Please feel free to contact me should you have any questions, comments, or require any additional information. You may reach me via e-mail at jwagner@studio1619.com or by phone at 512.534.8680.

Respectfully submitted,

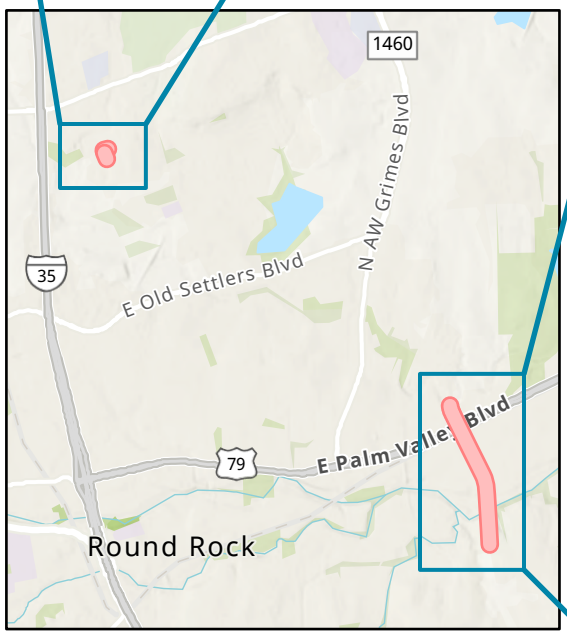
studio 16:19, LLC

Jonathan Wagner ASLA, LI

Principal

REGISTERED LANDSCAPE ARCHITECT
JONATHAN T. WAGNER
2718
STATE OF TEXAS







ROUND ROCK TEXAS
TRANSPORTATION

Kenney Fort, Joe Dimaggio and Brushy Creek Landscape Enhancements

Round Rock Transportation Department

N

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1064893

Date Filed:
08/28/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Digdug construction
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
000000 Kenney Fort
Landscape Enhancements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HARRISON, Chris	Austin, TX United States	X	
HARRISON, Kristina	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gunnar Mcknight, and my date of birth is [redacted].

My address is 137 Longwood Ave (street), Lakeway (city), TX (state), 78734 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 28th day of august (month), 2023 (year).

Gunnar McKnight

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1064893

Date Filed:
08/28/2023

Date Acknowledged:
09/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Digdug construction
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 Kenney Fort
Landscape Enhancements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HARRISON, Chris	Austin, TX United States	X	
HARRISON, Kristina	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.18

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Kimley-Horn and Associates for the Harrell Parkway Reconstruction Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost: $101,343.57

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Transportation

Text of Legislative File 2023-284

This supplemental #1 request is for the engineering design to add a connection from Kenney Fort Blvd to Harrell Pkwy and reconstruct Sports Capital Crossing as well as add parking lots and multipurpose fields for a more efficient plan development and construction timeline.

The initial contract on the 6/22/23 council meeting was to provide a 30% design for the reconstruction of Harrell Parkway to a 2-lane rural roadway section with selected left turn lane locations including a low water crossing at McNutt Creek and the separation of pedestrians and traffic at several locations by use of either an elevated roadway or elevated sidewalk.

Initial contract: $654,760.00.
Supplemental request #1: $101,343.57
Total contract amount: $756,103.57

Cost: $101,343.57
Source of Funds*: *General Self-Financed Construction

RESOLUTION NO. R-2023-284

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services ("Contract") with Kimley-Horn and Associates for the Harrell Parkway Reconstruction Project, and

WHEREAS, Kimley-Horn and Associates has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Kimley-Horn and Associates, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Kimley-Horn and Associates, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **KIMLEY-HORN AND ASSOCIATES** **("Engineer")**
ADDRESS: **10814 Jollyville Road, Building 4, Suite 200, Austin, TX 78759**
PROJECT: **Harrell Parkway Reconstruction**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Kimley-Horn and Associates, hereinafter called the "Engineer."

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 22nd day of June, 2023 for the Harrell Parkway Reconstruction Project in the amount of $654,760.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $101,343.57 to a total of $756,103.57;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $101,343.57 the lump sum amount payable under the Contract for a total of $756,103.57, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

KIMLEY-HORN AND ASSOCIATES

By: 

Brian Boecker, Senior Vice President

8/15/2023

Date

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephanie L. Sandre, City Attorney

ADDENDUM TO EXHIBIT B
Engineering Services

City: **Round Rock, Texas**

Location(s): **Old Settlers Park**

Project: **Harrell Parkway Improvements Supplemental Agreement No. 1**

PROJECT UNDERSTANDING

Kimley-Horn (the "Engineer") will provide additional professional services for a new roadway connection between Harrell Parkway and Kenny Fort Boulevard, reconstruction of Sports Capital Crossing to tie into the revised alignment of Harrell Parkway, a paved parking lot adjacent to Harrell Parkway at the pedestrian crossing, and two (2) multi-purpose fields adjacent to the pedestrian crossing at Harrell Parkway. Improvements will consist of preliminary roadway design, preliminary site development for the parking lot and multi-purpose fields, drainage analysis, environmental, geotechnical, and public involvement support services. The Engineer will incorporate improvements into the preliminary schematic roll plot as part of the original scope for Harrell Parkway.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

a) The Engineer will update the project schedule and work plan for executing the project scope of services.

Task Deliverables:

i. Updated Project Development Schedule

Task 2 – Design Survey

Additional survey needed for additional scope will be provided by the City.

Task 3 – Environmental Documentation

The environmental documentation will be updated to include new roadway connection between Harrell Parkway and Kenny Fort Boulevard, the reconstruction of Sports Capital Crossing, the paved parking lot, and the multi-purpose fields.

Task 4 – Geotechnical Engineering

The Engineer will contract with Beyond Engineering and Testing (BEYOND) to conduct geotechnical studies within the corridor. BEYOND's scope of services consist of:

a) One pavement boring previously planned along Harrell Parkway has been repurposed to be drilled for the connection road between Harrell Parkway and Kenny Fort Blvd. The boring will be drilled to a depth of 15 feet. The pavement boring will be used to develop pavement layer thickness design for the new road.

b) One pavement boring previously planned along Harrell Parkway has been repurposed to be drilled within the proposed parking lot/multipurpose field area. The boring will be used to provide pavement section thickness recommendations for the parking lot, subgrade preparation recommendations for the multipurpose sport fields and drilled pier foundation recommendations for the sport lighting.

The following deliverables will be updated to include the new roadway connection between Harrell Parkway and Kenny Fort Boulevard, the paved parking lot, and the multi-purpose fields:

i. Draft and final geotech report

Task 5 – Concepts and Alternatives Evaluation

No additional scope required for this task.

Task 6 – Preliminary 30% Schematic Design

a) The Engineer will establish horizontal geometry and develop horizontal geometrics for the following:
   - New roadway connection between Harrell Parkway and Kenny Fort Boulevard, approximately 700-ft
   - Reconstruction of Sports Capital Crossing to tie into the revised alignment of Harrell Parkway

b) The Engineer will evaluate and design vertical profile utilizing Microstation V8i and Geopak roadway design software for the following:
   - New roadway connection between Harrell Parkway and Kenny Fort Boulevard, approximately 700-ft
   - Reconstruction of Sports Capital Crossing to tie into the revised alignment of Harrell Parkway

c) The Engineer will develop a basic 3D corridor model and cross sections at no greater than 100-foot intervals to determine roadway grading limits for the new connection between Harrell Parkway and Kenny Fort Boulevard and the reconstruction of Sports Capital Crossing.

d) The Engineer will prepare proposed typical sections to be included on the preliminary schematic roll plot for the new roadway connection between Harrell Parkway and Kenny Fort Boulevard and Sports Capital Crossing.

e) The Engineer will incorporate the following in the preliminary design schematic for the new connection between Harrell Parkway and Kenny Fort Boulevard, reconstruction of Sports Capital Crossing, the paved parking lot, and multi-purpose fields:
   - existing topography and utilities
   - horizontal alignments
   - vertical profile design
   - proposed pavement edges
   - proposed sidewalks
   - intersection improvements
   - culvert improvements
   - proposed lane striping

f) The Engineer will update preliminary Opinion of Probable Construction Cost to include the new roadway connection between Harrell Parkway and Kenny Fort Boulevard and reconstruction of Sports Capital Crossing.
g) The Engineer will perform Quality Control/Quality Assurance on each schematic deliverable.
h) Incorporate comments regarding the new roadway connection between Harrell Parkway and Kenny Fort Boulevard and reconstruction of Sports Capital Crossing in the comment response matrix.

The following deliverables will be updated to include the new roadway connection between Harrell Parkway and Kenny Fort Boulevard and the reconstruction of Sports Capital Crossing:

i. Draft and final 30% schematic roll plots
ii. Draft and final 30% Opinion of Probable Construction Cost
iii. Preliminary cross sections at draft and final submittals for the new roadway connection between Harrell Parkway and Kenny Fort Boulevard
iv. Traffic control plan narrative and phasing diagram

Task 7 – Drainage Study and Report

Drainage study: the Engineer will perform an overall drainage analysis of the existing conditions vs proposed conditions in order to develop the schematic design for the new roadway connection between Harrell Parkway and Kenny Fort Boulevard, the reconstruction of Sports Capital Crossing, the paved parking lot and multi-purpose fields. The Engineer's analysis will consist of:

a) Prepare drainage design criteria for culverts and ditches
b) Data Collection: obtain terrain, survey, and as-built plans
c) Culvert (non-FEMA crossings) for the new culvert crossing along the new roadway connection between Harrell Parkway and Kenny Fort Boulevard and the driveway culvert on Sports Capital Crossing
    - Perform Hydrology
        - Define methodology
        - Delineate external drainage areas
        - Determine time of concentration and other drainage area parameters
        - Determine existing and future land use conditions
    - Perform Hydraulics
        - Develop proposed conditions HY-8 model
d) Preliminary Ditch Analysis along the new roadway connection between Harrell Parkway and Kenny Fort Boulevard and the reconstruction of Sports Capital Crossing
    - The Engineer will produce interior drainage areas
    - The Engineer will determine preliminary ditch size needs for schematic
e) Existing Pond Analysis and Detention Pond Sizing/Location
    The proposed paved parking lot and multi-purpose fields will cover up an existing detention pond. The Engineer will perform:
    - Existing Analysis
        - Define methodology
        - Delineate external drainage areas
        - Determine time of concentration and other hydrologic parameters

        - Determine existing and future land use conditions
        - Determine detention effect of the existing detention pond.
    - Proposed Analysis
        - Revise drainage areas, land use conditions, and hydrologic parameters to determine the impacts of the proposed parking lot and removal of the existing detention pond.
        - Determine volume and size needed to detain runoff created by the proposed paved parking lot and compensatory storage for the existing detention pond to be removed.
    - Evaluate potential Detention Pond Location
        - Engineer will identify up to 1 detention pond location and prepare a conceptual exhibit (plan view only) of potential detention pond and channel locations.
        - Engineer assumes a detention pond will be designed by others to detain the additional runoff created by the overall park project. The detention pond volumes determined in the "Proposed Analysis" above will need to be incorporated into the design of the detention pond for the overall park project performed by others.

f) Drainage Report: The Engineer will incorporate a summary showing results of the paved parking lot, new connection between Harrell Parkway and Kenny Fort Boulevard and reconstruction of Sports Capital Crossing hydrology and hydraulics into the drainage report. The report will also include the calculations and results from the above detention pond analysis.

The following deliverable will be updated to include the paved parking lot, new roadway connection between Harrell Parkway and Kenny Fort Boulevard, the reconstruction of Sports Capital Crossing, and detention pond analysis:

i. Drainage report

Task 8 – Public Involvement

a) *No additional scope required for this task.*

Task 9 – Parking Lot and Multi-Purpose Fields

a) Preparation of schematic plans (30% Construction Documents) and sections for the soccer fields, lighting, parking lot and site development. The plans will illustrate basic layout, schematic grading, and conceptual irrigation layout.
b) Provide an opinion of probable cost for the soccer fields, parking lot, lighting, and site development and answer questions regarding estimated cost data.
c) Incorporate comments received from the City for the paved parking lot and multi-purpose fields in the comment response matrix.
d) The Engineer will perform Quality Control/Quality Assurance on each schematic deliverable.

Task Deliverables:

i. Provide One (1) 30% Parking Lot and Soccer Field Schematic Design Package (Electronic)
ii. One (1) Combined Opinion of Probable Cost

Services not included:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

a) Additional survey for the new connection between Harrell Parkway and Kenny Fort Boulevard, the paved parking lot, and multi-purpose fields.
b) Detention pond analysis to detain overall park project.
c) Final design, bidding, and construction phase services
d) Subsurface Utility Engineering outside of what has been defined in original scope.
e) City-Owned or Franchise Utility Design
f) Landscaping or streetscaping design or schematics
g) Tree mitigation or irrigation services
h) Expenses for advertising or holding public meeting
i) Detailed Historical or Archeological surveys or reconnaissance
j) Changes to environmental documents required by updates to Environmental Protection Agency (EPA) or USACE guidance
k) Legal Representation at hearings

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D - Fee Schedule (Additional Services for New roadway connections, multipurpose fields and parking lots)

Project Name: Harrell Parkway Improvements Preliminary Engineering
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours) Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller	Admin	Labor Total	Sub Consultants	Misc. Direct Expense
			$300.00	280.00	190.00	170.00	95.00	$95.00	(hours)	($)	($)
1	**Project Management**										
a	Project Schedule & Work Plan		2	4		2			8		
	Expenses (Printing and Plotting)								0		$200
	Task Total (Hours)		2	4	0	2	0	0	8		
	Task Total (Dollars)		$600	$1,120	$0	$340	$0	$0	**$2,060**	$0	**$200**
2	**Design Survey**										
									0		
	Task Total (Hours)		0	0	0	0	0	0	0		
	Task Total (Dollars)		$0	$0	$0	$0	$0	$0	**$0**	**$0**	**$0**
3	**Environmental Documentation**								0		
a	Environmental Documentation			4	6	12			22		
									0		
	Task Total (Hours)		0	4	6	12	0	0	22		
	Task Total (Dollars)		$0	$1,120	$1,140	$2,040	$0	$0	**$4,300**	$0	**$0**
4	**Geotechnical Engineering**								0		
	BEYOND fee (refer to detailed fee schedule provided by BEYOND)								0	**$2,642**	
	5% Subconsultant Markup								0		**$132**
	QA/QC of geotechnical engineering			1	1				2		
									0		
	Task Total (Hours)		0	1	1	0	0	0	2		
	Task Total (Dollars)		$0	$280	$190	$0	$0	$0	**$470**	**$2,642**	**$132.00**
5	**Concepts and Alternatives Evaluation**										
									0		
	Task Total (Hours)		0	0	0	0	0	0	0		
	Task Total (Dollars)		$0	$0	$0	$0	$0	$0	**$0**	**$0**	**$0**
6	**Preliminary 30% Schematic Design**								0		
a	Horizontal Geometry								0		
	Horizontal Alignment for new connection between Harrell Parkway and Kenny Fort Blvd		2	2	4	4			12		
	Horizontal Alignment for reconstruction of Sports Capital Way			2	2	4			8		
b	Evaluate and Design Vertical Profile								0		
	Vertical Alignment for new connection between Harrell Parkway and Kenny Fort Blvd		2	2	6	10			20		
	Vertical Alignment for reconstruction of Sports Capital Way		2	2	2	4			10		
c	3D Corridor Model		2	6	6	12			26		
c	Cross Sections			4	4	6			14		
d	Proposed Typical Sections			2	2	4			8		
e	30% Preliminary Design Schematic		2	2	6	12			22		
f	Opinion of Probable Construction Cost			2	4	4			10		
g	QA/QC		4	4	2				10		
h	Comment/Response Matrix and Schematic Roll Plot Revisions			1	3	6			10		
									0		
	Task Total (Hours)		14	29	41	66	0	0	150		
	Task Total (Dollars)		$4,200	$8,120	$7,790	$11,220	$0	$0	**$31,330**	**$0**	**$0**
7	**Drainage Study and Report**										
a	Prepare drainage design criteria memo					2			2		
b	Data Collection (effective studies/models, as-builts)			2		2			4		
c	Culvert Hydrology (rational method) (2 culverts)			2	4	6			12		
c	Culvert Hydraulic (HY-8) analysis proposed (2 culverts)			2	4	8			14		
d	Ditch Internal Drainage Areas			2	2	4			8		
d	Preliminary Ditch Sizing/Analysis			2	2	4			8		
e	Existing Condition Analysis		2	2	8	20			32		
e	Proposed Analysis (Determine Detention Pond Capacity for Parking Lot)			2	6	12			20		
e	Determine Detention Pond and Channel Location		2	2	4	8			16		
f	Drainage Report		2	2	6	12			22		

Project Name: **Harrell Parkway Improvements Preliminary Engineering**
Prepared By: **Kimley-Horn and Associates, Inc.**

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours) Senior Prof II $300.00	Senior Prof I 280.00	Prof IV 190.00	Analyst 170.00	Project Controller 95.00	Admin $95.00	Labor Total (hours)	Sub Consultants ($)	Misc. Direct Expense ($)
	Task Total (Hours)		6	18	36	78	0	0	138		
	Task Total (Dollars)		$1,800	$5,040	$6,840	$13,260	$0	$0	**$26,940**	**$0**	**$0**
8	**Public Involvement**								0		
									0		
	Task Total (Hours)		0	0	0	0	0	0	0		
	Task Total (Dollars)		$0	$0	$0	$0	$0	$0	**$0**	**$0**	**$0**
9	**Parking Lot and Multi-Purpose Fields**								0		
a	30% Schematic Parking, Soccer Fields, and Site Development		2	20	30	48			100		
b	Opinion of Probably Cost for Parking, Soccer Fields, Lighting and Site Development		2	2	2	2			8		
c	Comment/Response Matrix and Schematic Roll Plot Revisions		2	2	4	4			12		
d	QA/QC		4	4					8		
	Engineering Associates (Sub-Consultant) - Lighting Schematics								0	$5,000	
	5% Subconsultant Markup								0		**$250**
	QA/QC of Lighting Schematic		2	2					4		
									0		
	Task Total (Hours)		12	30	36	54	0	0	132		
	Task Total (Dollars)		$3,600	$8,400	$6,840	$9,180	$0	$0	**$28,020**	**$5,000**	**$250**
	KIMLEY-HORN TOTAL (Hours)		34	86	120	212	0	0	**452**		
	KIMLEY-HORN TOTAL (Dollars)		**$10,200**	**$24,080**	**$22,800**	**$36,040**	**$0**	**$0**	**$93,120**		
	SUBCONSULTANT TOTAL (Dollars)		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,642**		
	Kimley Horn Expenses and Subconsultant Mark-up (Dollars)								**$582**		
	GRAND TOTAL								**$101,344**		

1	**Project Management**	**$2,260.00**
2	**Design Survey**	**$0.00**
3	**Environmental Documentation**	**$4,300.00**
4	**Geotechnical Engineering**	**$3,243.57**
5	**Concepts and Alternatives Evaluation**	**$0.00**
6	**Preliminary 30% Schematic Design**	**$31,330.00**
7	**Drainage Study and Report**	**$26,940.00**
8	**Public Involvement**	**$0.00**
9	**Parking Lot and Multi-Purpose Fields**	**$33,270.00**
	Total	**$101,343.57**

Harrell Parkway Improvements Preliminary Engineering
City of Round Rock, Texas
Add Scope - Parking Lot, Multipurpose Field, New Rdwy
Subprovider: Beyond Engineering and Testing, LLC
7/25/2023

Attachment E
Fee Schedule
Method of Payment: Lump Sum & Specified Rate

Task Description	Support Manager – Schem/ENV/PS&E – SD	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-In-Training II	Engineer-In-Training I	Administrative/ Clerical	Labor Hour Total	Labor Cost Total	Sheet Count Total
FC 160 (163) - Miscellaneous (Roadway)										
FC 163.3 Geotechnical Borings and Investigations								0	$ -	N/A
Collect and review as-built plans and project planning								0	$ -	
Boring layout, site reconnaissance & boring staking								0	$ -	
Utility Clearance (TX811) and Coordination with TxDOT								0	$ -	
Traffic control planning and ROW permit coordination with City								0	$ -	
Logger mob/demob								0	$ -	
Drilling coordination and logging								0	$ -	
Review field logs								0	$ -	
Assign laboratory testing								0	$ -	
Laboratory test data review								0	$ -	
Boring logs preparation								0	$ -	
Bridge Foundation Capacity Curves and D50 for Scour								0	$ -	
Light Pole Lpile Parameter Table			1	2				3	$ 480.29	
Pavement Design and Recommendations			1	2				3	$ 480.29	
MSE Wall Analysis: Settlement, Sliding, Overturning, Eccentricity, Bearing, Rotational Stability								0	$ -	
QA/QC Review		1						1	$ 259.35	
Draft Geotechnical Report Preparation		1	1	1	1			4	$ 710.82	N/A
Final Geotechnical Report Preparation		1	1	1	1			4	$ 710.82	N/A
Project Monthly Invoicing								0	$ -	N/A
								0	$ -	N/A
Subtotal Labor Hour	0	3	4	6	2	0	0	15	$ 2,641.57	N/A
Contract Rate Per Hour	$ 262.56	$ 259.35	$ 192.11	$ 144.09	$ 115.27	$ 107.26	$ 80.05			
Subtotal Labor Costs FC 160 (163)	**$ -**	**$ 778.05**	**$ 768.44**	**$ 864.54**	**$ 230.54**	**$ -**	**$ -**		**$ 2,641.57**	



ROUND ROCK TEXAS
TRANSPORTATION

Harrell Pkwy

Round Rock Transportation Department

N

0 0.15 0.3 Miles

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1064963

Date Filed:
08/28/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
082823
Harrell Pkwy Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cook, Richard N	Dallas, TX United States	X	
Flanagan, Tammy	Dallas, TX United States	X	
Lefton, Steve	Dallas, TX United States	X	
McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is [redacted].

My address is 13455 NOEL ROAD, SUITE 700 (street), DALLAS (city), TX (state), 75240 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 28TH day of AUGUST (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

082823
Harrell Pkwy Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cook, Richard N	Dallas, TX United States	X	
Flanagan, Tammy	Dallas, TX United States	X	
Lefton, Steve	Dallas, TX United States	X	
McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Round Rock

Agenda Item Summary

Agenda Number: I.19

Title: Consider a resolution authorizing the Mayor to execute a First Amendment to the Interlocal Agreement with Capital Metropolitan Transportation Authority for transit services.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Services

Cost: $1,358,369.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Transportation

Text of Legislative File 2023-280

Consider a resolution authorizing the Mayor to execute Amendment #1 to the Interlocal Agreement (ILA) between the City of Round Rock and Capital Metro. This amendment will extend the current agreement for an additional one-year period starting on October 1, 2023 and will expire on September 30, 2024.

Capital Metro will continue to provide local fixed route bus service within the City and commuter service into and out of Austin. Capital Metro shall provide the required number of vehicles, supervisors, fuel, bus operators and all other incidentals as required to perform an operationally dependable public transportation service.

The City will use a combination of federal (5307) and local funding to meet its financial commitment under this Agreement. The City and Capital Metro will both ensure compliance with all applicable federal statutes,regulations and policies.

Total Cost: $1,358,369

Federal 5307 (50%) $ 679,184
Local General Revenues (50%) $ 679,185

Cost: $1,358,369

Source of Funds*: *General Fund

RESOLUTION NO. R-2023-280

WHEREAS, the City of Round Rock ("City") has previously entered into an Interlocal Agreement ("Agreement") with the Capital Metropolitan Transportation Authority ("CapMetro") for transit services, and

WHEREAS, the City now desires to amend the Agreement with CapMetro to extend the term of the Agreement, add funds, update the bus routes, vehicle hours and vehicle requirements for the extended term, and modify certain terms, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a First Amendment to the Interlocal Cooperation Agreement with Capital Metropolitan Transportation Authority, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT "A"

FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT FOR TRANSIT SERVICES BY AND BETWEEN THE CITY OF ROUND ROCK AND CAPMETRO

This First Amendment (this "**Amendment**") to the Interlocal Cooperation Agreement is made by and between the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (the "**City**") and Capital Metropolitan Transportation Authority ("**CapMetro**"), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. The City and CapMetro are referred to in this Amendment individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

a. CapMetro and the City entered into that certain interlocal cooperation agreement for contracted transit services effective as of October 4, 2022, pursuant to which CapMetro provides local fixed route service within the City, commuter service to Austin and reverse commuter service to the City (the "**Agreement**").

b. The Parties desire to amend the Agreement as more particularly described herein to extend the term of the Agreement, add funds for the extended term, update the bus routes, vehicle hours and vehicle requirements for the extended term, and modify certain terms only as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Additional Term. Section 4 of the Agreement is hereby amended to extend the Term of the Agreement for an additional twelve-month period beginning on October 1, 2023, through September 30, 2024 (the "**Extended Term**" or "**FY2024**").

2. Fees for Transit Services. The amount of funding for the Transit Services for the Extended Term shall not exceed $1,358,369 as shown in **SFP-1 Schedule of Fees and Payments**.

3. Fare Recovery. During the Extended Term, CapMetro will deduct the following amounts from each monthly invoice for fare recovery: for Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express), CapMetro will deduct an amount equal to the product of: (i) the total cost of Transit Services provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro's actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will

be calculated by dividing: (i) the total amount of actual fares collected for all Transit Services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro's operation costs for the invoiced month.

4. Vehicle Hours. Section 2 of **SOS-1-Scope of Services** is revised to reflect that during the Extended Term, the Transit Services shall include three (3) bus routes: Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express).

   Vehicle hours for Route 980 (North MoPac Express) will be shared with CapMetro service from the Howard Express Station. The City is responsible only for the vehicle hours from Round Rock to Howard Express Station. CapMetro is responsible for vehicle hours from Howard Express Station to downtown Austin.

5. Vehicle Requirements. Section 3.1 of **SOS-1-Scope of Services** is revised to reflect that only one (1) peak vehicle is required for Bus Route 50 during the Extended Term. The Parties agree to delete in its entirety Section 3.2 of **SOS-1-Scope of Services**.

6. Schedule of Fees and Payments. Attachment **SFP-1 Schedule of Fees and Payments** is amended by adding the following schedule of fees and payments for the Extended Term.

FY2024	Route 50	Route 152	Route 980	Total
Annual Hours	5,555	2,500	778	8,833
Hourly Operating Rate	$ 141.94	$ 141.94	$ 147.68	
Total Annual Hourly Operating Cost	$ 788,477	$ 354,850	$ 114,895	
Annual TAM	$ 38,348	$ 38,348	$ 23,451	
Total Fixed Route Cost	$ 826,825	$ 393,198	$ 138,346	$ 1,358,369

*The estimated annual hours are subject to change.

7. Termination for Convenience. Section 13 is hereby amended to state that the City may terminate this Agreement, in whole or in part, for the convenience of the City as set forth in this Section 7. Termination for convenience shall align with CapMetro's three (3) service change dates with the following termination notice requirements: 1) notice must be given by October 1st to terminate the Agreement at the January service change date; 2) notice must be given by March 1st to terminate the Agreement at the June service change date; and 3) notice must be given by May 1st to terminate the Agreement at the August service change date. Upon the effective date of the termination, neither party shall incur any further obligations in connection with the Transit Services.

8. Effect of Amendment. Except as expressly provided herein, all other provisions of the Agreement are incorporated into this Amendment, remain unchanged, are in full force and

effect, and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.

9. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.

10. Entire Agreement. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.

11. Effective Date. This Amendment will be effective on the date of the last Party to sign.

12. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

13. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.

14. Counterparts; Electronic Signatures. This Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Amendment. Electronic copies of this Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins

President & CEO

Date: _____

City of Round Rock

By: _____

Craig Morgan

Mayor

Date: _____

Approved as to form:

By: _____

Deputy Counsel

Approved as to form:

By: _____

City Attorney

City of Round Rock

Agenda Item Summary

Agenda Number: I.20

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.077 acre parcel from property owned by Sheree Michele Rodriguez and Estefan Jacob Rodriguez required for the Red Bud South Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Transportation

Text of Legislative File 2023-289

The City's current appraised value for this parcel is $34,295. The City attempted to negotiated a purchase of the property without the threat of condemnation, which was unsuccessful. To date the owners have not provided any substantive counteroffer proposal to the City's initial offer (4.19.23) or final offer (6.2.23). Owners have hired condemnation attorney Sejin Brooks as legal representation.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize emi domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of

proposed improvements to the Red Bud South Project: a 0.077-acre tract of land from property owned by Sheree Michele Rodriguez and Estefan Jacob Rodriguez, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2023-289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN PROPERTY AND AUTHORIZING THE CITY'S ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Red Bud South, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple interest in and across approximately 0.077 acre (3,343 SF) of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such Property being owned by **SHEREE MICHELE RODRIGUEZ AND ESTEFAN JACOB RODRIGUEZ**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Red Bud South roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above-described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made or shall make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT A

County: Williamson
Parcel : 21
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 21

DESCRIPTION OF A 0.077 ACRE (3,343 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 15 OF THE OLD OAK ESTATES SUBDIVISION RECORDED IN CABINET D, SLIDES 49 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDORS LIEN TO SHEREE MICHELE RODRIGUEZ AND ESTEFAN JACOB RODRIGUEZ RECORDED IN DOCUMENT NO. 2020158297 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS (O.P.R.W.C.T.), SAID 0.077 ACRE (3,343 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being the southeasterly corner of Lot 12 of said subdivision, the northeasterly corner of Lot 11 of said subdivision, the northwesterly corner of Lot 16 of said subdivision and the southwesterly corner of said Lot 15;

THENCE with the common boundary line of said Lot 16, and said Lot 15, N 87°37'09" E, for a distance of 211.45 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 103+86.68 (Grid Coordinates determined as N=10,163,950.57, E=3,152,745.54 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said Lot 16, through the interior of said Lot 15, with said proposed ROW line, N **02°30'12" W,** for a distance of **190.14** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 105+76.82 in the southerly line of Lot 14 of said subdivision, being the northerly line of said Lot 15, for the northwesterly corner of the herein described parcel;

2) **THENCE**, departing said proposed ROW line, with the common line of said Lot 14 and said Lot 15, **N 87°28'20" E,** passing at a distance of 7.54 feet a 1/2" iron rod found, being the northwesterly corner of a 10.00 foot Road Easement per said plat, and continuing for a total distance of **17.54** feet to a calculated point in the existing westerly ROW line of Red Bud Lane (C.R. 122), (ROW width varies), being the southeasterly corner of said Lot 14, for the northeasterly corner of said Lot 15 and of the herein described parcel;

3) **THENCE**, departing said Lot 14, with said existing westerly ROW line, being the easterly boundary line of said Lot 15, **S 02°31'34" E,** for a distance of **190.18** feet to a calculated point, being the northeasterly corner of said Lot 16, for the southeasterly corner of said Lot 15, and of the herein described parcel;

4) **THENCE**, departing said existing westerly ROW line of Red Bud Lane, with the common line of said Lot 16 and Lot 15, **S 87°37'09" W,** passing at a distance of 10.00 feet a 1/2" iron rod found, being the southwesterly corner of said 10.00 foot Road Easement and continuing for a total distance of **17.61** feet to the **POINT OF BEGINNING**, containing 0.077 acre (3,343 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

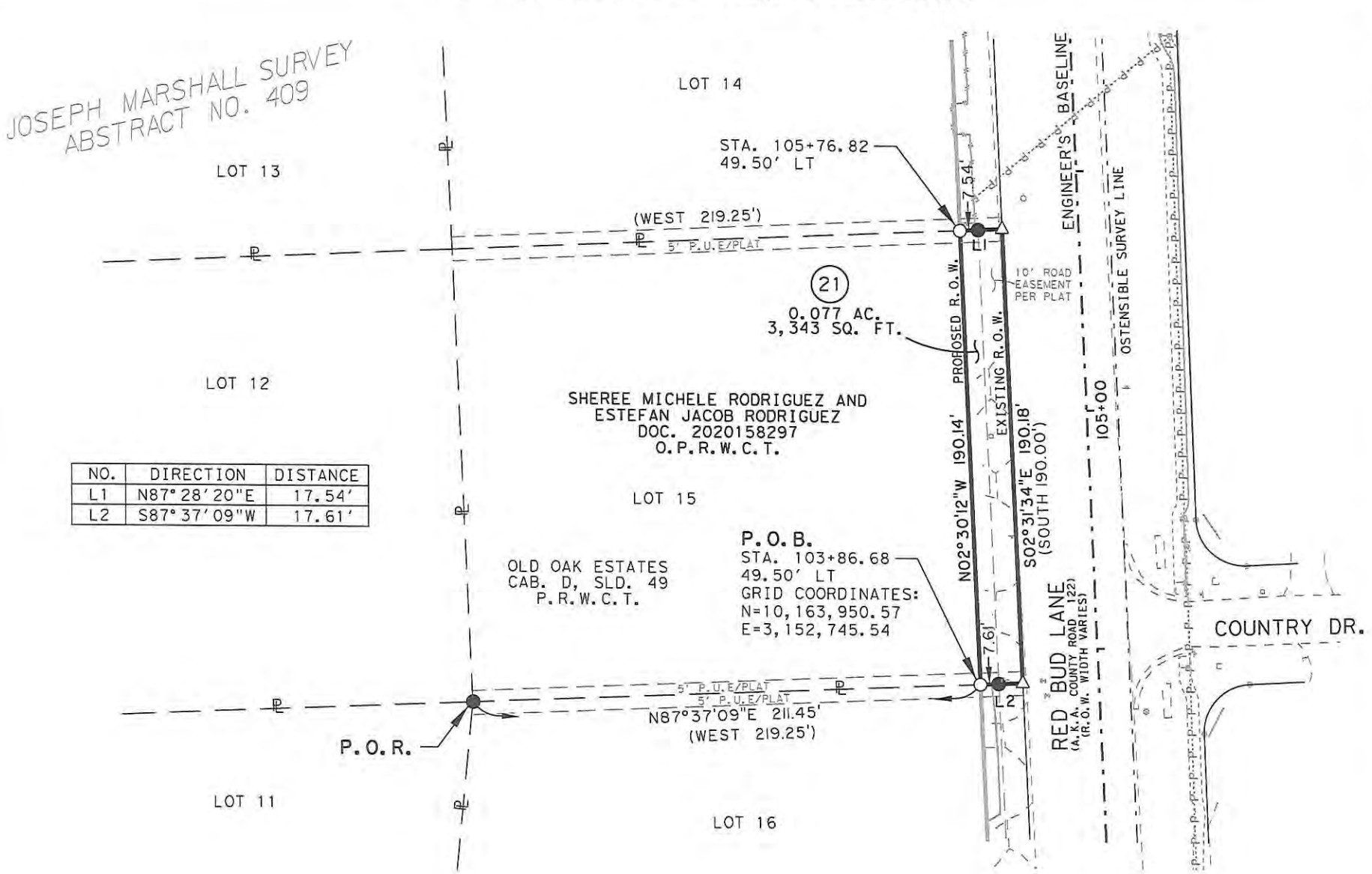
M. Stephen Truesdale 11 NOV 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 21-RODRIGUEZ\PARCEL 21-RODRIGUEZ.doc



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N87°28'20"E	17.54'
L2	S87°37'09"W	17.61'

10/27/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SHEREE MICHELE RODRIGUEZ AND ESTEFAN JACOB RODRIGUEZ

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 21
0.077 AC.
3,343 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 21-RODRIGUEZ\PARCEL 21-RODRIGUEZ-REV.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊙	½" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	I/2" IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
×	X CUT IN CONCRETE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
⟍	DENOTES COMMON OWNERSHIP
⟍	LINE BREAK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 22080036RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 02, 2022, ISSUE DATE OCTOBER 07, 2022.

1. RESTRICTIVE COVENANTS: CABINET D, SLIDE 49, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, SUBJECT TO.

10(F). THE FOLLOWING MATTER(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT/MAP RECORDED IN CABINET D, SLIDE 49, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:

30' BUILDING LINE ALONG THE EASTERLY PROPERTY LINE(S), SUBJECT TO.

20' BUILDING LINE ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINE(S), SUBJECT TO.

10' UTILITY EASEMENT ALONG THE WESTERLY PROPERTY LINE(S), DOES NOT AFFECT.

5' UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

10' ROAD EASEMENT ALONG THE EASTERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 Nov 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

10/27/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SHEREE MICHELE RODRIGUEZ AND ESTEFAN JACOB RODRIGUEZ

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 21
0.077 AC.
3,343 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 21-RODRIGUEZ\PARCEL 21-RODRIGUEZ-REV.dgn



N

0′ 100′ 200′

SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

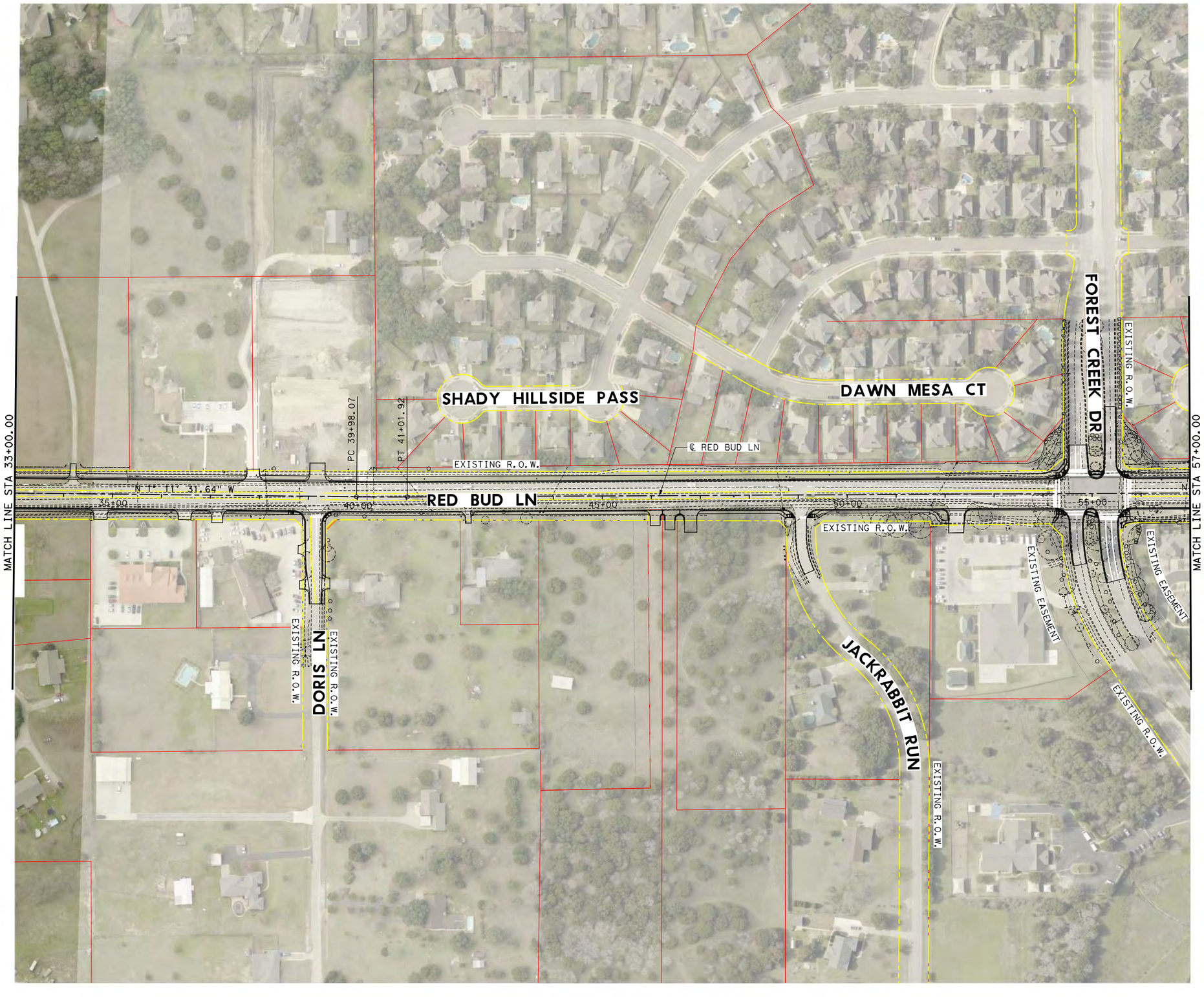
RED BUD LANE

PARCEL MAPS

BEGIN TO STA 33+00

SCALE: 1"=200′ SHEET 1 OF 5

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SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE

PARCEL MAPS

STA 33+00 TO STA 57+00

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1/13/2022
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SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

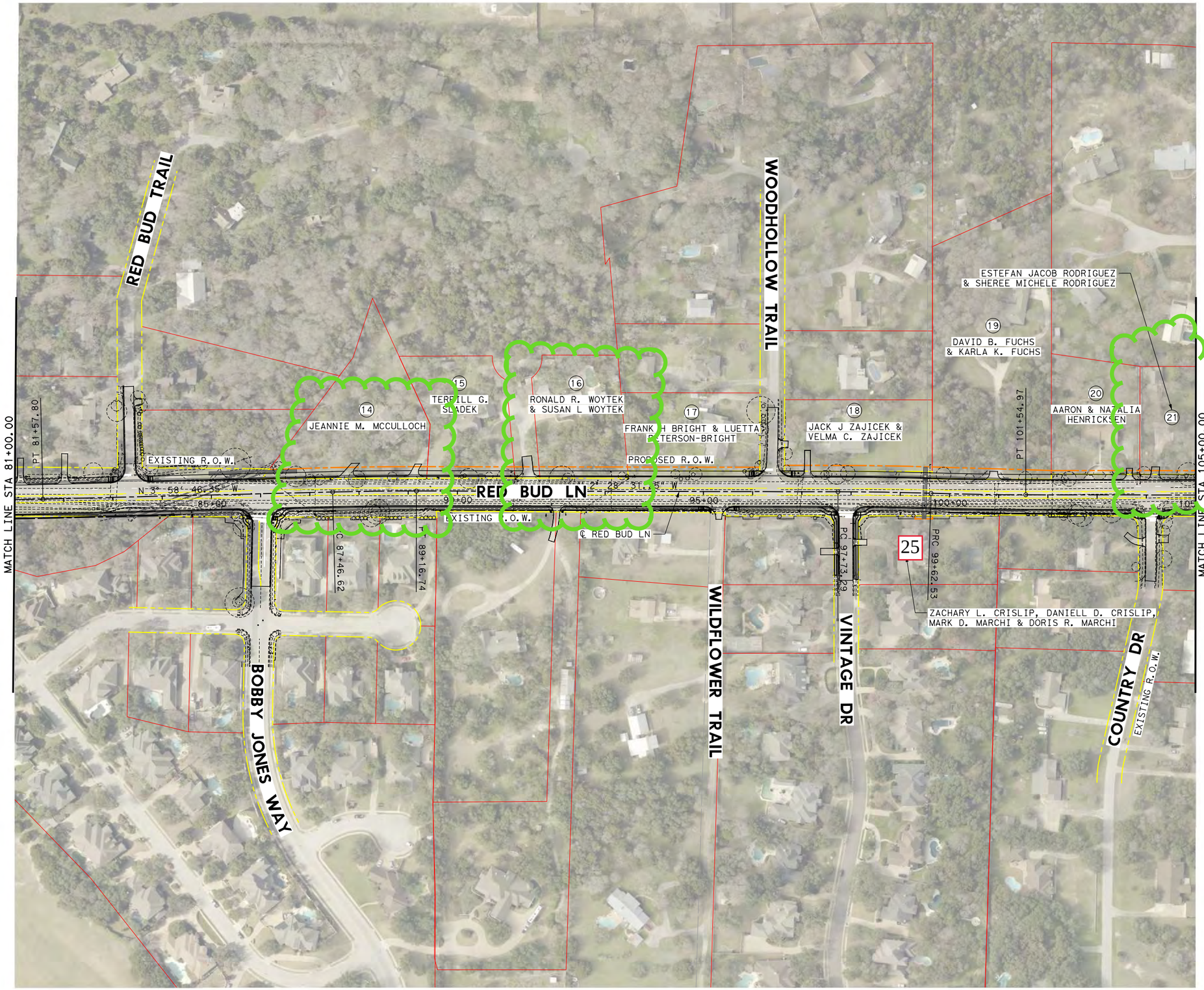
LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE
PARCEL MAPS

STA 57+00 TO STA 81+00

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SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

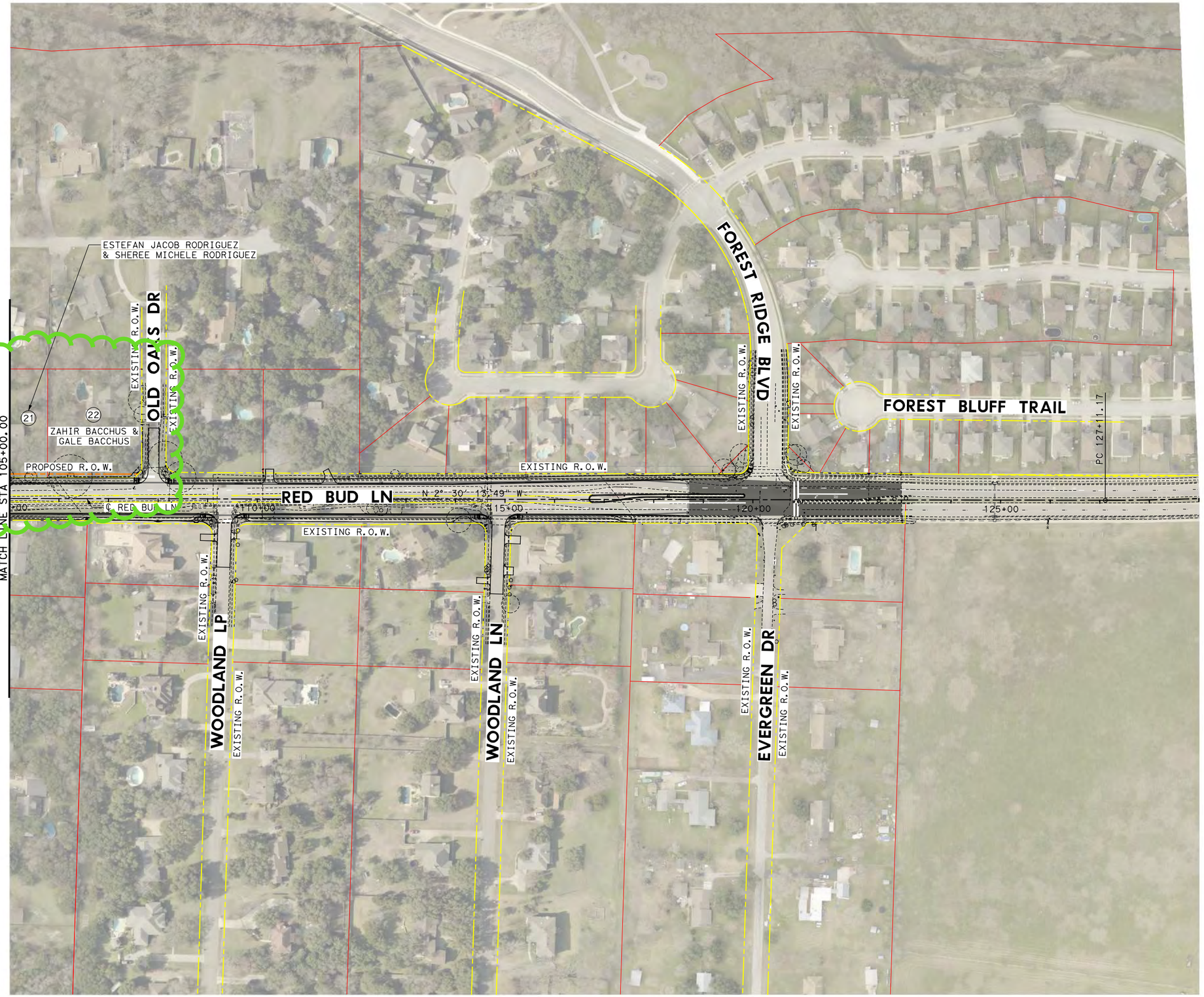
RED BUD LANE

PARCEL MAPS

STA 81+00 TO STA 105+00

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SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE
PARCEL MAPS

STA 105+00 TO END

SCALE: 1"=200′ SHEET 5 OF 5

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City of Round Rock

Agenda Item Summary

Agenda Number: I.21

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.101 acre parcel from property owned by John W. and Janea C. Pabst required for the Red Bud South Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Transportation

Text of Legislative File 2023-285

The City's current appraised value for this parcel is $25,526. The City attempted to negotiated a purchase of the property without the threat of condemnation, which was unsuccessful. To date the owners have not provided any substantive counteroffer proposal to the City's initial offer (4.11.23) or final offer (5.11.23). Owners have hired condemnation attorney Patrick Reznik as legal representation.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize emi domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Red Bud South Project: a 0.101-acre tract of land from property

owned by John W. Pabst and Janea C. Pabst f/k/a Janea M. Culpepper, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2023-285

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN PROPERTY AND AUTHORIZING THE CITY'S ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Red Bud South, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple interest in and across approximately 0.101 acre (4,401 SF) of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such Property being owned by **JOHN W. PABST AND JANEA C. PABST f/k/a JANEA M. CULPEPPER**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Red Bud South roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above-described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made or shall make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT A

County: Williamson
Parcel : 12
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 0.101 ACRE (4,401 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 1.00 ACRE TRACT OF LAND (TRACT I) DESCRIBED IN A WARRANTY DEED TO JOHN W. PABST & JANEA M. CULPEPPER RECORDED IN VOLUME 2148, PAGE 529 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 0.101 ACRE (4,401 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 3/8" iron rod found, being the southeasterly corner of that called 1.49 acre tract of land (Tract II) recorded in said Volume 2148, Page 529, same being the southwesterly corner of said 1.00 acre tract, also being the northerly boundary line of that called 0.215 acre tract of land described in a Warranty Deed with Vendor's Lien to Henry J. Hervol & wife, Kristi Hervol recorded in Document No. 9623431 and corrected in Document No. 9633120 of the Official Records of Williamson County, Texas;

THENCE, departing said 1.49 acre tract, with the common boundary line of said 0.215 acre tract and said 1.00 acre tract, N 87°24'58" E, for a distance of 166.75 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 73+66.10 (Grid Coordinates determined as N=10,160,933.86, E=3,152,871.32 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 0.215 acre tract, with said proposed ROW line, through the interior of said 1.00 acre tract, the following (2) two courses:

1) **N 02°06'37" W,** for a distance of **98.07** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 74+64.17, for point of curvature to the right;

2) along said curve to the right, having a delta angle of **01°53'01",** a radius of **4,053.50** feet, an arc length of **133.26** feet and a chord which bears **N 01°10'07" W,** for a distance of **133.25** feet to an iron rod with aluminum cap stamped "COCP ROW 4933" set in the southerly boundary line of that called 1.25 acre tract of land described in a Warranty Deed with Vendor's Lien to Todd W. Sanders and wife, Julie Boyce Mills, and Rhonda L. Nichol recorded in Document No. 2016063641, and of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 1.00 acre tract, for the northwesterly corner of the herein described parcel and from which a 3/8" iron rod found, in the southerly boundary line of said 1.25 acre tract, being the northwesterly corner of said 1.00 acre tract bears S 87°17'20" W, at a distance of 170.26 feet;

3) **THENCE**, departing said proposed ROW line, with the common boundary line of said 1.25 acre tract and said 1.00 acre tract, **N 87°17'20" E,** for a distance of **16.75** feet to a calculated point in the existing westerly ROW line of Red Bud Lane (ROW width varies), being the southeasterly corner of said 1.25 acre tract, same being the northeasterly corner of said 1.00 acre tract, for the northeasterly corner of the herein described parcel;

4) **THENCE**, departing said 1.25 acre tract, with said existing westerly ROW line, same being the easterly boundary line of said 1.00 acre tract, **S 02°21'48" E,** for a distance of **231.31** feet to a calculated point, being the northeasterly corner of said 0.215 acre tract, same being the southeasterly corner of said 1.00 acre tract, for the southeasterly corner of the herein described parcel;

5) **THENCE**, departing said existing ROW line, with the common boundary line of said 0.215 acre tract and said 1.00 acre tract, **S 87°24'58" W,** for a distance of **19.96** feet to the **POINT OF BEGINNING**, containing 0.101 acre (4,401 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 21 OCT 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊙	½" IRON PIPE FOUND UNLESS NOTED
▲	60D NAIL FOUND
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
×	X CUT IN CONCRETE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

JOSEPH MARSHALL SURVEY
ABSTRACT NO. 409

TODD W. SANDERS,
& WIFE, JULIE BOYCE MILLS
& RHONDA L. NICHOL
1.25 ACRES
DOC. 2016063641
O.P.R.W.C.T.

S87°17'20"W 170.26'
(N89°48'30"E 188.54')

3/8"

L1

STA. 75+95.67
53.50' LT

JOHN W. PABST &
JANEA M. CULLPEPPER
(TRACT I)
1.00 ACRE
VOL. 2148, PG. 529
O.R.W.C.T.

JOHN W. PABST &
JANEA M. CULLPEPPER
(TRACT II)
1.49 ACRE
VOL. 2148, PG. 529
O.R.W.C.T.

C1

12

0.101 AC.
4,401 SQ. FT.

RED BUD LANE
(A.K.A. COUNTY ROAD 122)
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

S02°21'48"E 231.31'

75+00

STA. 74+64.17
53.50' LT

PC 74+64.17

ENGINEER'S BASELINE

P.O.B.
STA. 73+66.10
53.50' LT
GRID COORDINATES:
N=10,160,933.86
E=3,152,871.32

N02°06'37"W 98.07'

PROPOSED R.O.W.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°53'01"	4,053.50'	133.26'	133.25'	N01°10'07"W

NO.	DIRECTION	DISTANCE
L1	N87°17'20"E	16.75'
L2	S87°24'58"W	19.96'

P.O.R.

(S89°54'W 188.02')
N87°24'58"E 166.75'

L2

3/8"

OSTENSIBLE SURVEY LINE

HENRY J. HERVOL & Wife, KRISTI HERVOL
EXHIBIT "B" 0.215 ACRES
DOC. 9623431
AND CORRECTED IN DOC. 9633120
O.R.W.C.T.

10/19/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOHN W. PABST & JANEA M. CULLPEPPER

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 12
0.101 AC.
4,401 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 12-PABST-CULPEPPER\PARCEL 12-PABST-CULPEPPER.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 22080027RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 05, 2022, ISSUE DATE SEPTEMBER 12, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 2148, PAGE 547 AND VOLUME 2373, PAGE 90, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10(F). EASEMENT AS SHOWN IN INSTRUMENT FROM SWEN SWENSON ET AL TO LONE STAR STATE POWER CO., INC AND FILED IN VOLUME 225, PAGE 29, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT AS SHOWN IN INSTRUMENT FROM AUGUSTA A. CAVANAUGH TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 310, PAGE 433, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. EASEMENT AS SHOWN IN INSTRUMENT FROM VICTOR SOUTHERN ET AL TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 367, PAGE 8, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I. EASEMENT AS SHOWN IN INSTRUMENT FROM V.A. SOUTHERN TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 390, PAGE 42, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT AS SHOWN IN INSTRUMENT FROM V.A. SOUTHERN TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 449, PAGE 626, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

K. EASEMENT AS SHOWN IN INSTRUMENT FROM E.M. LAWRENCE TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 464, PAGE 174, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

L. EASEMENT AS SHOWN IN INSTRUMENT FROM RAYMOND WOYTEK TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 535, PAGE 674, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT AS SHOWN IN INSTRUMENT FROM RAYMOND J. WOYTEK ET UX TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE CO. FILED IN VOLUME 585, PAGE 229, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT AS SHOWN IN INSTRUMENT FROM DALE HESTER TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE CO. FILED IN VOLUME 608, PAGE 226, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

O. EASEMENT AS SHOWN IN INSTRUMENT FROM DALE HESTER TO TEXAS POWER & LIGHT COMPANY AND FILED IN VOLUME 697, PAGE 733, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

P. EASEMENT AS SHOWN IN INSTRUMENT FROM WILLIAM H. MILBURN, JR. AND MARY ELLEN MILBURN TO DALE HESTER, BESSIE HESTER, TERRY M. BURGER AND CAROL R. BURGER AND FILED IN VOLUME 741, PAGE 502, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. TERMS AND PROVISIONS OF EASEMENT AGREEMENT AS SHOWN IN INSTRUMENT BY AND BETWEEN WILLIAM H. MILBURN, JR. AND LOUISE CRAIG AND FILED IN VOLUME 2148, PAGE 540 AND REFILED IN VOLUME 2373, PAGE 100, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

R. TERMS AND PROVISIONS OF RESTRICTION AGREEMENT BY AND BETWEEN WILLIAM H. MILBURN, JR., ET UX AND LOUISE CRAIG RECORDED IN VOLUME 2148, PAGE 547, REFILED IN VOLUME 2373, PAGE 90, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 21 OCT 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



10/19/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF

JOHN W. PABST & JANEA M. CULLPEPPER

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 12
0.101 AC.
4,401 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 12-PABST-CULPEPPER\PARCEL 12-PABST-CULPEPPER.dgn



N

0′ 100′ 200′

SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

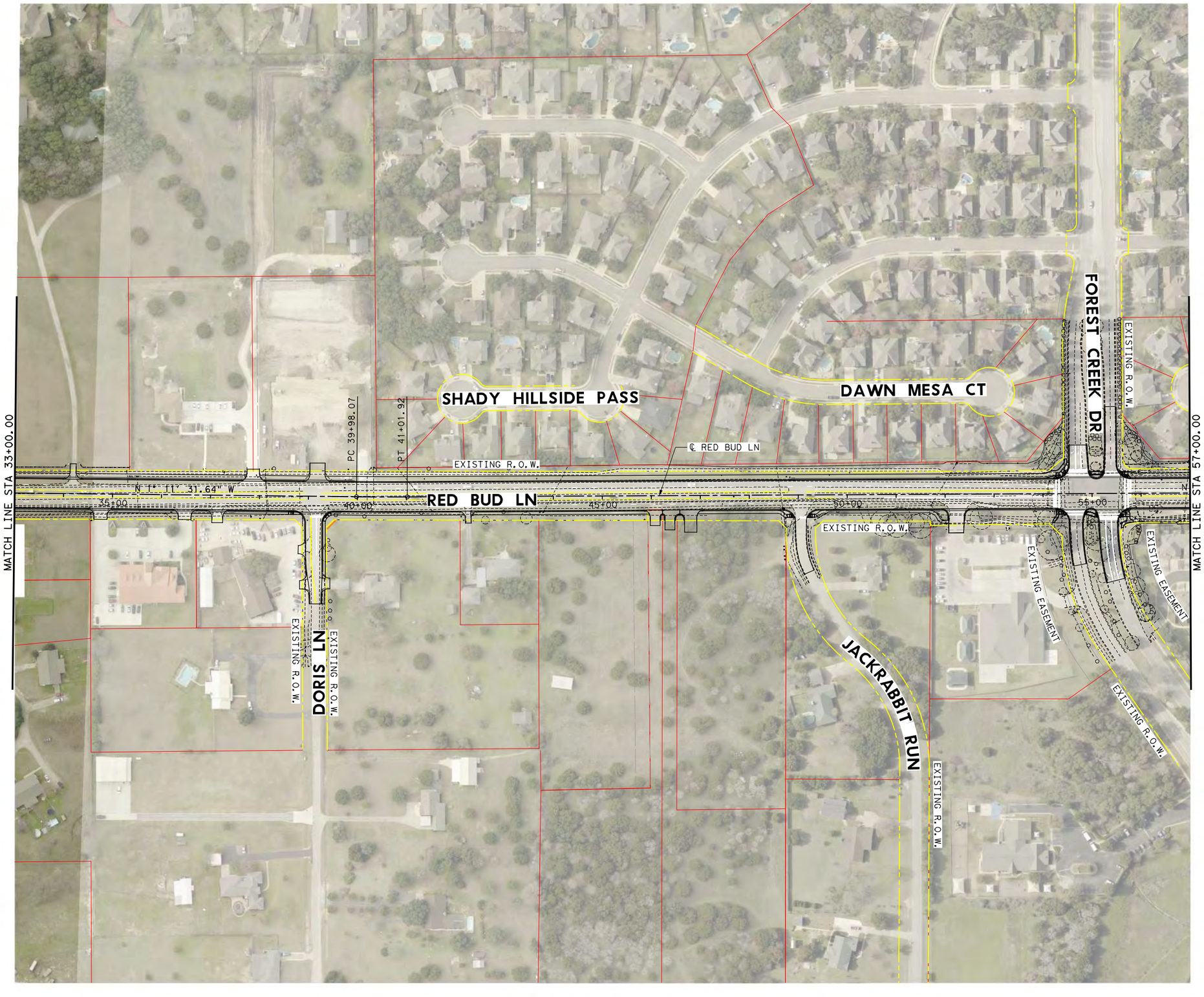
RED BUD LANE

PARCEL MAPS

BEGIN TO STA 33+00

SCALE: 1"=200′ SHEET 1 OF 5

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SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE

PARCEL MAPS

STA 33+00 TO STA 57+00

SCALE: 1′=200′ SHEET 2 OF 5

1/13/2022
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SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

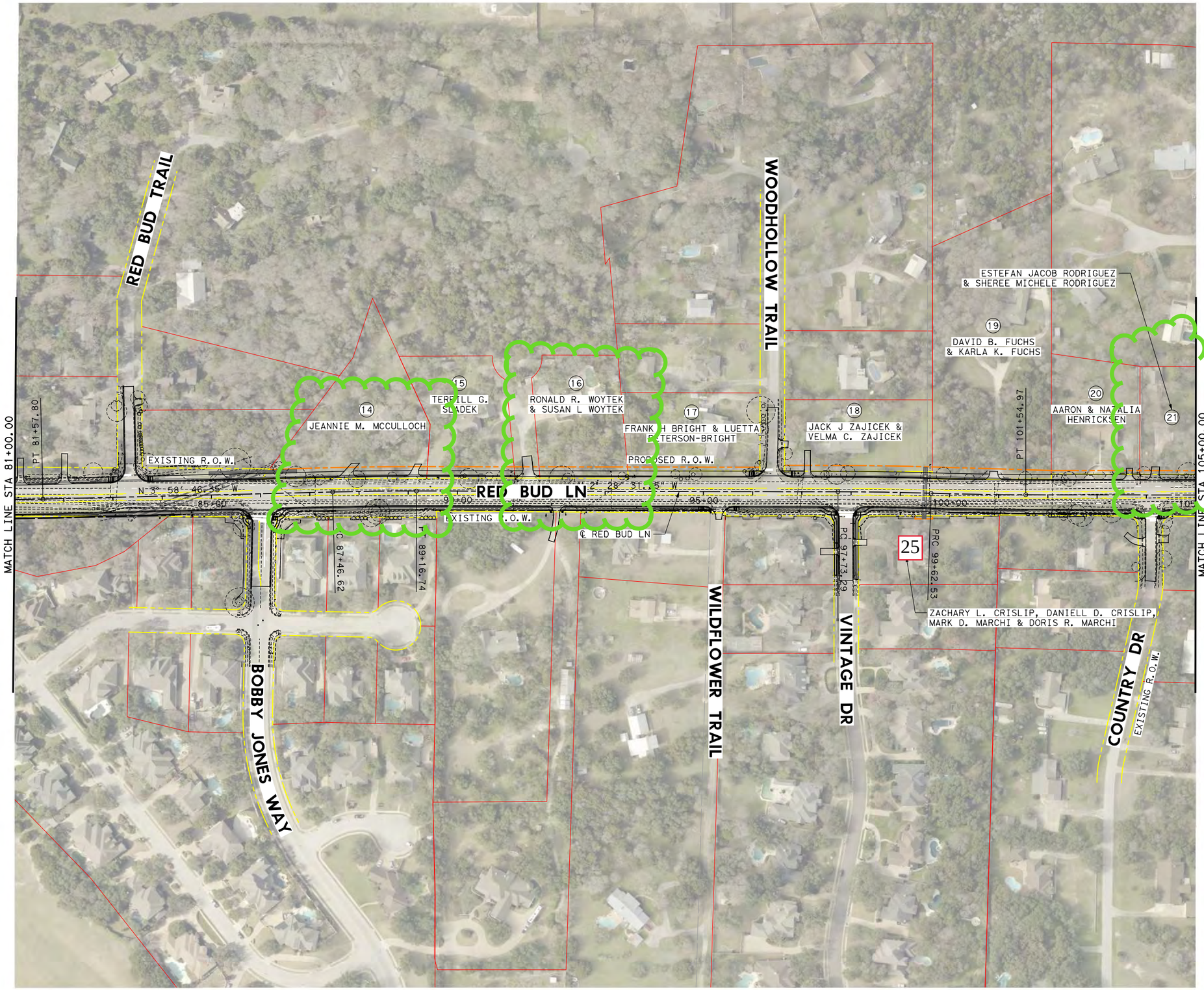
LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE
PARCEL MAPS

STA 57+00 TO STA 81+00

SCALE: 1"=200′ SHEET 3 OF 5

1/13/2022
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0′ 100′ 200′
SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

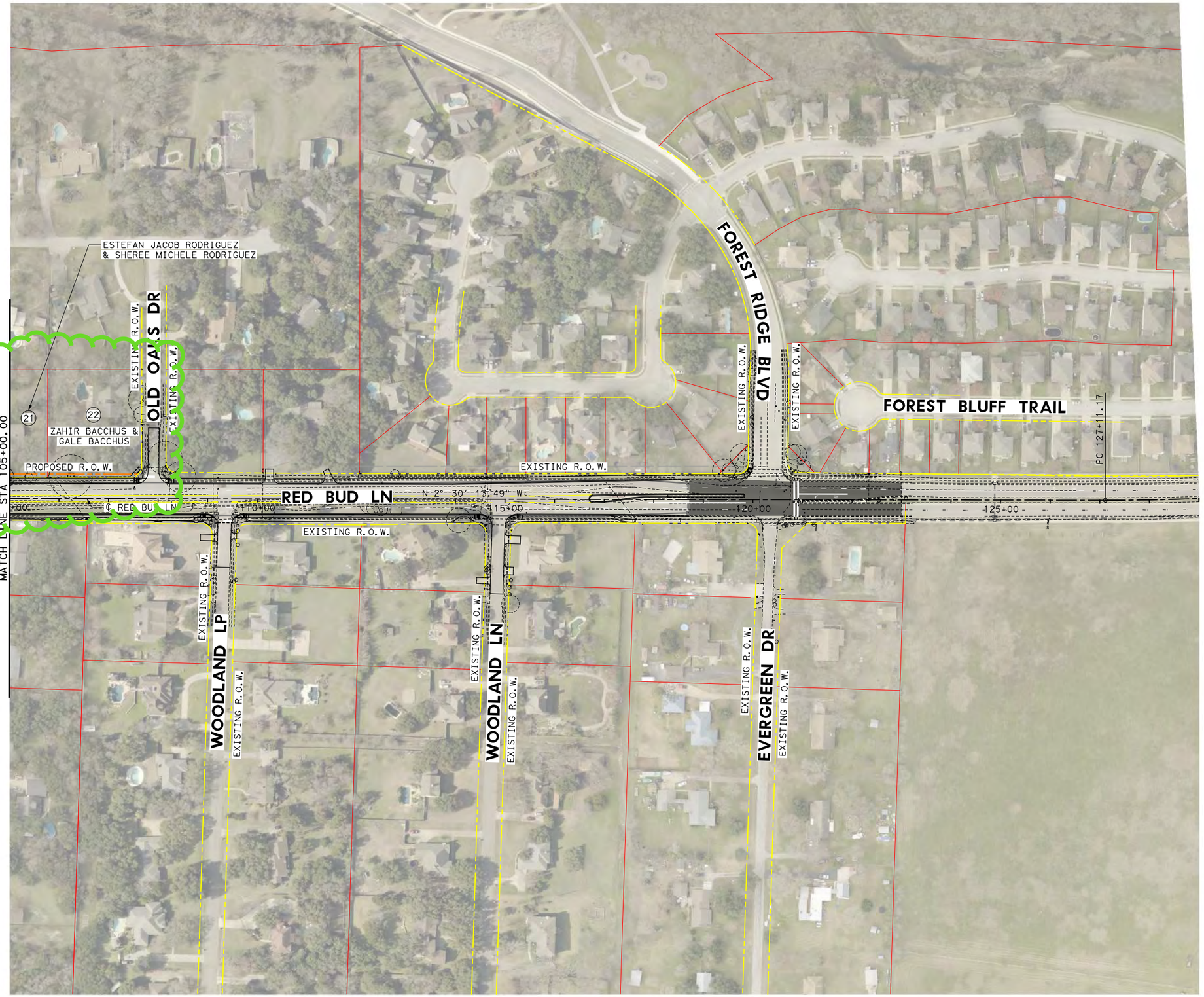
RED BUD LANE

PARCEL MAPS

STA 81+00 TO STA 105+00

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0′ 100′ 200′
SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE
PARCEL MAPS

STA 105+00 TO END

SCALE: 1"=200′ SHEET 5 OF 5

1/13/2022
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City of Round Rock

Agenda Item Summary

Agenda Number: I.22

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.164 acre parcel from property owned by Jeannie M. McCulloch required for the Red Bud South Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Transportation

Text of Legislative File 2023-288

The City's current appraised value for this parcel is $50,997. The City attempted to negotiated a purchase of the property without the threat of condemnation, which was unsuccessful. To date the owners have not provided any substantive counteroffer proposal to the City's initial offer (7.17.23) or final offer (8.25.23).

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize emi domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Red Bud South Project: a 0.164-acre tract of land from property owned by Jeannie M. McCulloch, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2023-288

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN PROPERTY AND AUTHORIZING THE CITY'S ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Red Bud South, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple interest in and across approximately 0.164 acre (7,156 SF) of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such Property being owned by **JEANNIE M. MCCULLOCH**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Red Bud South roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above-described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made or shall make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT A

County: Williamson
Parcel : 14
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 0.164 ACRE (7,156 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.429 ACRE TRACT OF LAND IN A SPECIAL WARRANTY DEED TO JEANNIE M. MCCULLOCH RECORDED IN DOCUMENT NO. 2018085364, AND DESCRIBED IN DOCUMENT NO. 2001041371 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 0.164 ACRE (7,156 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being an angle point in the southerly boundary line of that called 1.008 acre tract of land in a Special Warranty Deed to Terrill G. Sladek recorded in Document No. 2019040323, and described in Document No. 2011009128 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 1.429 acre tract;

THENCE, with the common boundary line of said 1.008 acre tract, and said 1.429 acre tract, S 88°36'03" E, for a distance of 86.43 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 89+39.19 (Grid Coordinates determined as N=10,162,504.45, E=3,152,802.64 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 1.429 acre tract and said 1.008 acre **S 88°36'03" E,** for a distance of **23.87** feet to a 1/2" iron rod found in the existing westerly ROW line of Red Bud Lane (ROW width varies), being the northeasterly corner of said 1.429 acre tract, same being the southeasterly corner of said 1.008 acre tract, for the northeasterly corner of the herein described parcel;

2) **THENCE,** with said existing westerly ROW line, same being the easterly boundary line of said 1.429 acre tract, **S 02°29'59" E,** for a distance of **334.60** feet to a calculated point, being the northeasterly corner of a 20' wide easement for future Road Widening per Red Bud Acres subdivision recorded in Cabinet C, Slides 70-71 of the Plat Records of Williamson County, Texas, for the southeasterly corner of said 1.429 acre tract and of the herein described parcel;

3) **THENCE,** with the northerly line of said 20' easement, being the southerly line of said 1.429 acre tract, **N 55°17'10" W,** for a distance of **25.04** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set, 51.08 feet left of Red Bud Lane Baseline Station 86+19.39, in said westerly proposed ROW line, being the northeasterly corner of Lot 18 of said Red Bud Acres subdivision, for the southwesterly corner of the herein described parcel, and from which a 1/2" iron rod with plastic cap stamped "SEELIG" found in the common line of said 1.429 acre tract and said Lot 18 bears N 55°17'10" W, at a distance of 118.20 feet;

4) **THENCE**, departing said easement and subdivision, with said proposed ROW line, through the interior of said 1.429 acre tract, **N 03°11'26" W,** for a distance of **321.11** feet to the **POINT OF BEGINNING**, containing 0.164 acre (7,156 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

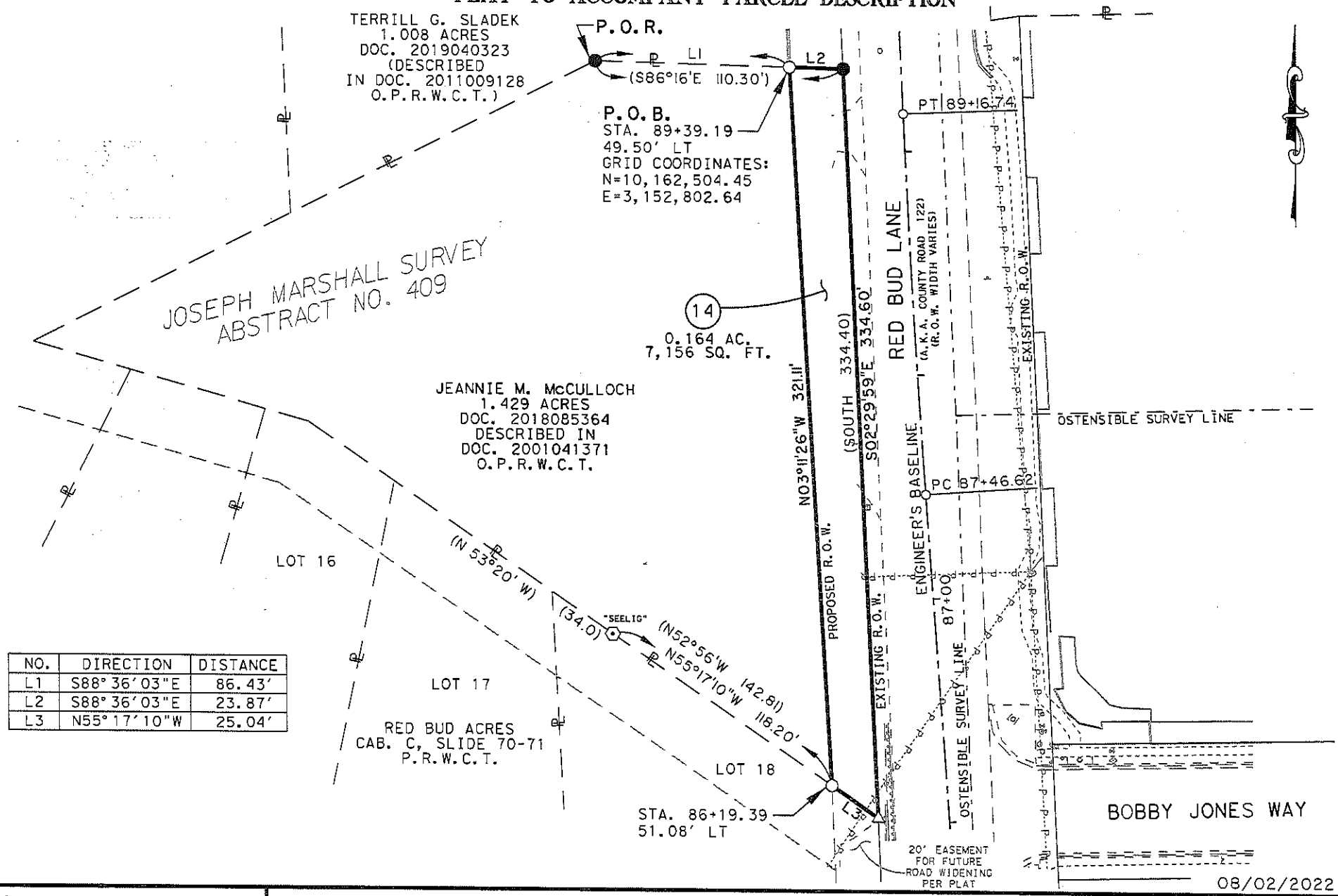
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 14-MCCULLOCH\PARCEL 14-MCCULLOCHdoc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S88° 36' 03"E	86.43'
L2	S88° 36' 03"E	23.87'
L3	N55° 17' 10"W	25.04'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JEANNIE M. McCULLOCH

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 14
0.164 AC.
7,156 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 14-MCCULLOCH\PARCEL 14-MCCULLOCH.dgn



N

0′ 100′ 200′

SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

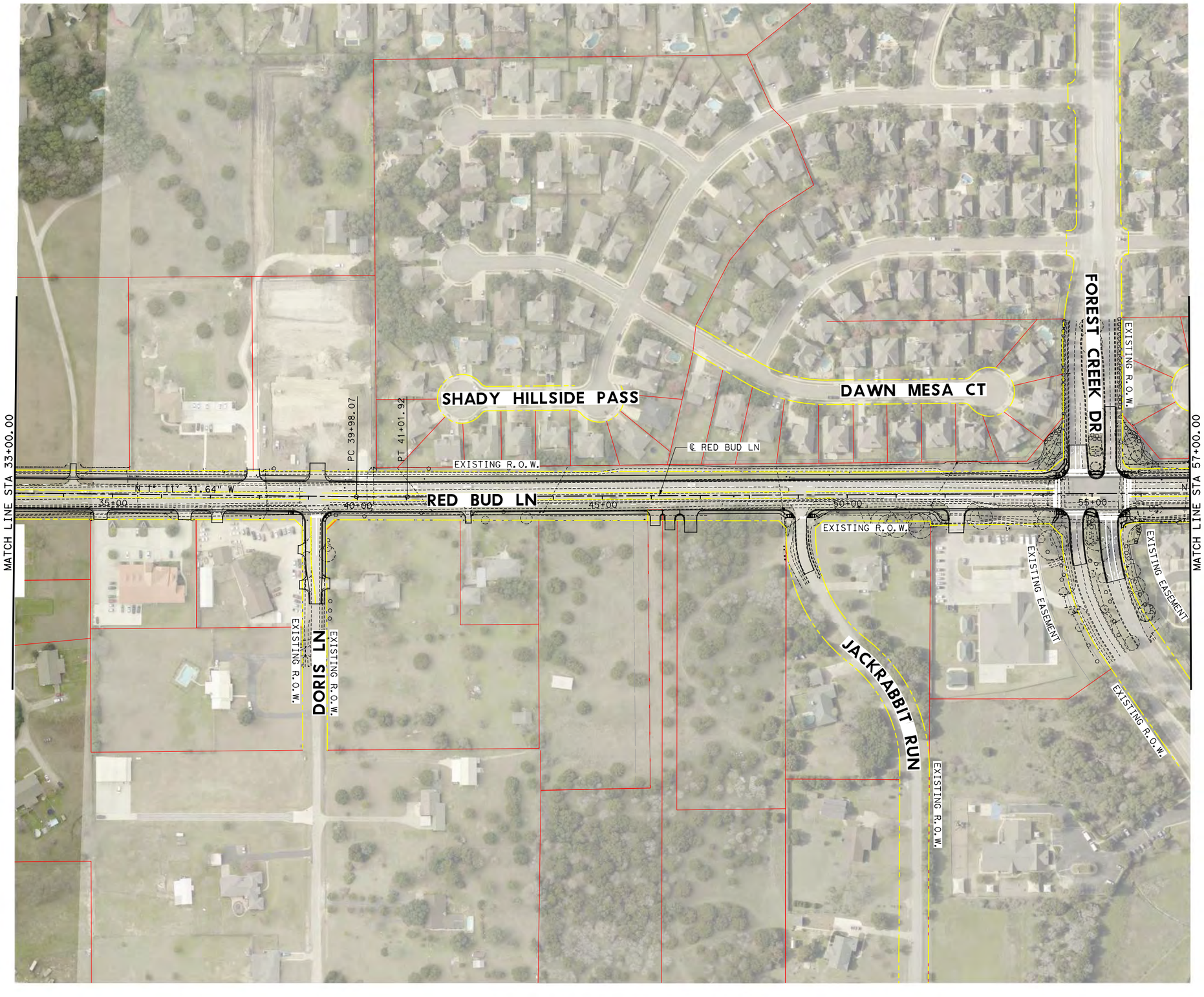
RED BUD LANE

PARCEL MAPS

BEGIN TO STA 33+00

SCALE: 1"=200′ SHEET 1 OF 5

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0′ 100′ 200′
SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE

PARCEL MAPS

STA 33+00 TO STA 57+00

SCALE: 1′=200′ SHEET 2 OF 5

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0′ 100′ 200′
SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

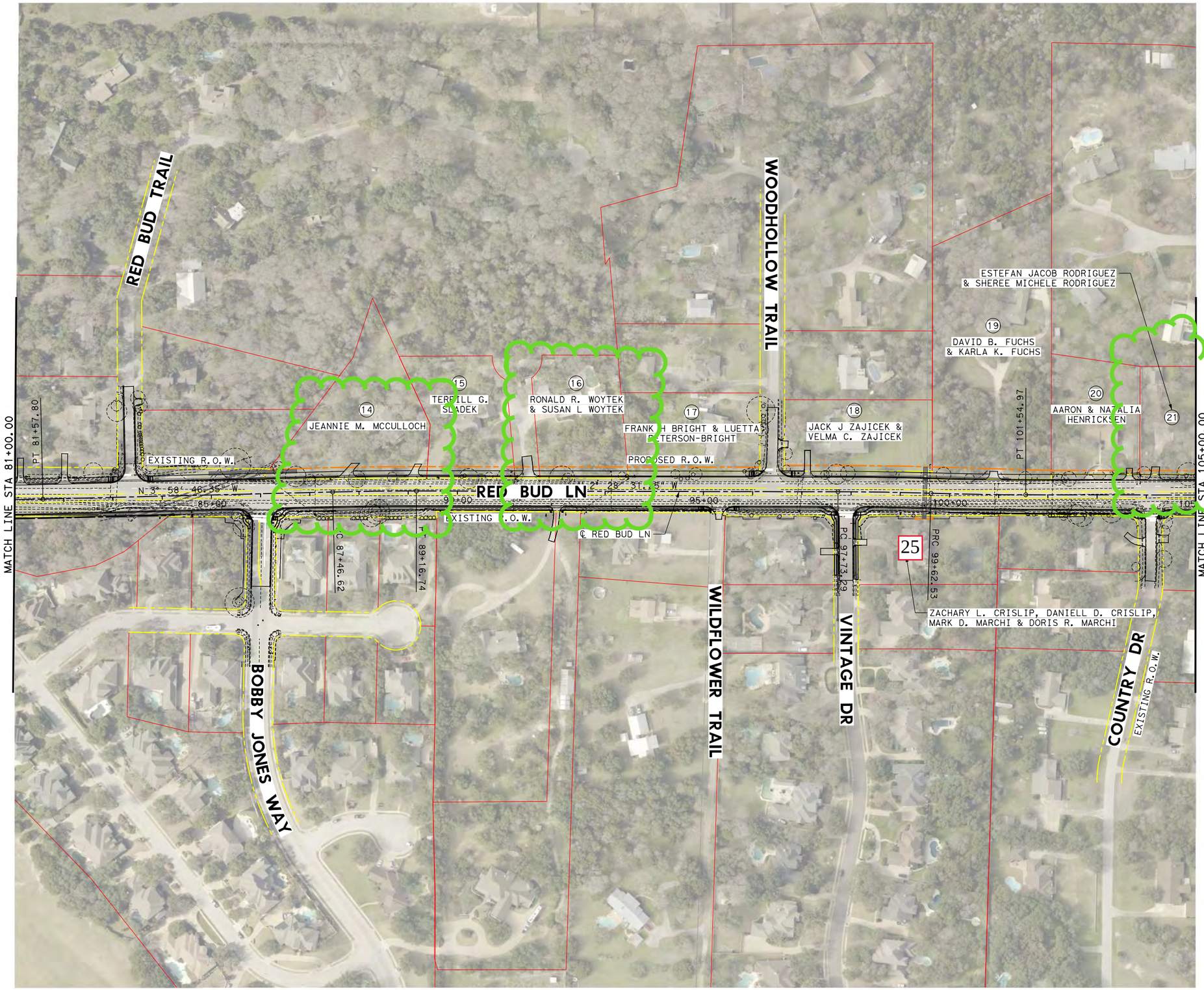
LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE
PARCEL MAPS

STA 57+00 TO STA 81+00

SCALE: 1"=200′ SHEET 3 OF 5

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0′ 100′ 200′
SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

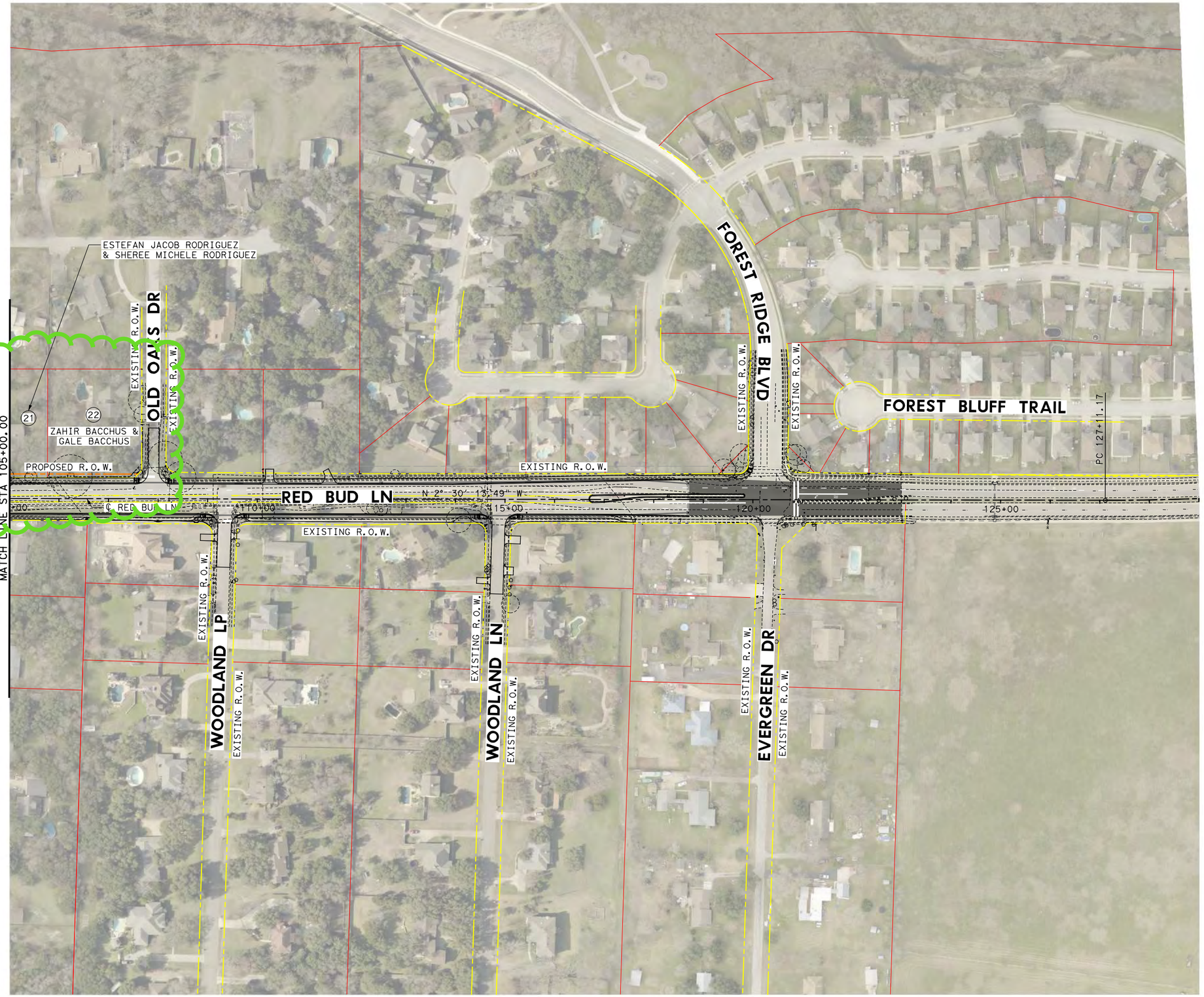
RED BUD LANE

PARCEL MAPS

STA 81+00 TO STA 105+00

SCALE: 1"=200′ SHEET 4 OF 5

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0′ 100′ 200′
SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

RED BUD LANE
PARCEL MAPS

STA 105+00 TO END

SCALE: 1"=200′ SHEET 5 OF 5

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City of Round Rock

Agenda Item Summary

Agenda Number: I.23

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.096 acre parcel from property owned by Ronald R. and Susan L. Woytek required for the Red Bud South Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Transportation

Text of Legislative File 2023-286

The City's current appraised value for this parcel is $33,536. The City attempted to negotiated a purchase of the property without the threat of condemnation, which was unsuccessful. To date the owners have not provided any substantive counteroffer proposal to the City's initial offer (3.31.23) or final offer (5.11.23).

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize emi domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Red Bud South Project: a 0.096-acre tract of land from property owned by Ronald R. Woytek and Susan L. Woytek, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2023-286

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN PROPERTY AND AUTHORIZING THE CITY'S ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Red Bud South, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple interest in and across approximately 0.096 acre (4,166 SF) of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such Property being owned by **RONALD R. WOYTEK AND SUSAN L. WOYTEK**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Red Bud South roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above-described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made or shall make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT A

County: Williamson
Parcel : 16
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 16

DESCRIPTION OF A 0.096 ACRE (4,166 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.014 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO RONALD R. WOYTEK & SUSAN L. WOYTEK RECORDED IN VOLUME 735, PAGE 466 OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 0.096 ACRE (4,166 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being in the southerly boundary line of Lot 2, Woodhollow Subdivision recorded in Cabinet D, Slides 328-330 of the Plat Records of Williamson County, Texas, same being the northeasterly corner of that called 1.00 acre tract of land described in Probate to Estate of L.A. Grimes, Jr. deceased recorded in Document No. 2011031807 of the Official Public Records of Williamson County, Texas, and described in Volume 879, Page 348 of the Deed Record of Williamson County, Texas, also being the northwesterly corner of said 1.014 acre tract;

THENCE, departing said 1.00 acre tract, with the common boundary line of said 1.014 acre tract, and in part said Lot 2 and Lot 1 of said Woodhollow subdivision, N 82°33'03" E, for a distance of 227.97 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 93+45.55 (Grid Coordinates determined as N=10,162,911.43, E=3,152,793.07 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, **N 82°33'03" E,** at a distance of 8.04 feet pass the calculated southeasterly corner of said Lot 1, same being an angle point in the existing westerly ROW line of Red Bud Lane (C.R. 122), (ROW width varies), from which a 1/2" iron rod found bears N 21°44'59" W, at a distance of 1.57 feet and continuing with said existing ROW line, same being the northerly line of said 1.014 acre tract, for a total distance of **23.10** feet to a 1/2" iron rod found, being the northeasterly corner of said 1.014 acre tract, same being an ell corner in said existing ROW line, for the northeasterly corner of the herein described parcel;

2) **THENCE**, continuing with said existing westerly ROW line, same being the easterly boundary line of said 1.014 acre tract, **S 02°35'15" E,** for a distance of **179.67** feet to a 1/2" iron rod found, at the intersection of said Red Bud Lane ROW line and the existing northerly ROW line of Red Bud Trail (50' ROW width), for the southeasterly corner of the herein described parcel;

3) **THENCE**, departing said westerly Red Bud Lane ROW line, with the southerly boundary of said 1.014 acre tract, same being said existing northerly ROW line of Red Bud Trail, **S 82°26'08" W,** for a distance of **23.45** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 91+65.81, in said proposed ROW line, for the southwesterly corner of the herein described parcel;

4) **THENCE**, departing said existing northerly ROW line, with said proposed westerly ROW line, through the interior of said 1.014 acre tract, **N 02°28'31" W,** for a distance of **179.74** feet to the **POINT OF BEGINNING**, containing 0.096 acre (4,166 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

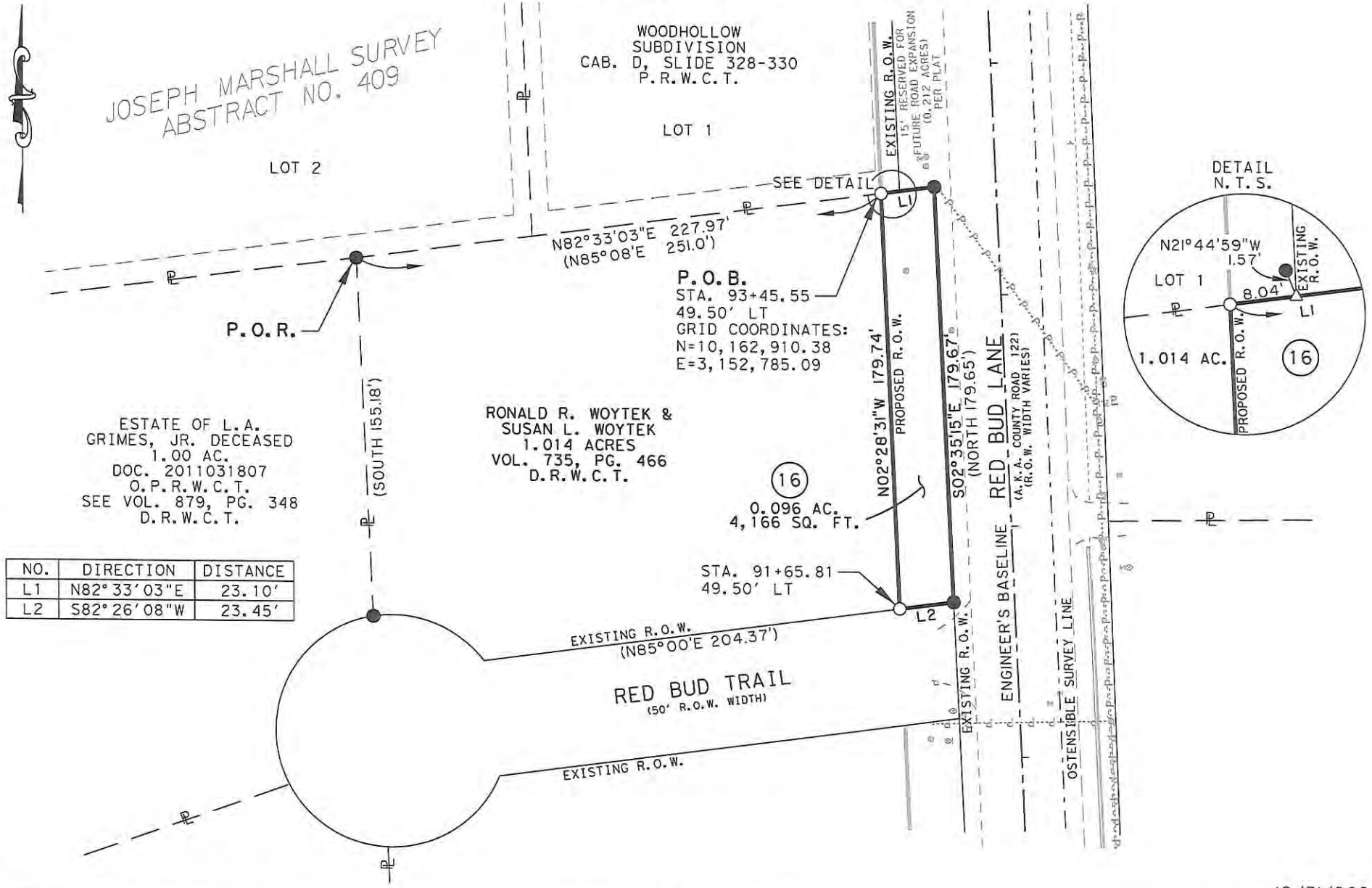
M. Stephen Truesdale 3 Nov 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 16-WOYTEK\PARCEL 16-WOYTEK.doc



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N82°33'03"E	23.10'
L2	S82°26'08"W	23.45'

10/31/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

RONALD R. WOYTEK & SUSAN L. WOYTEK

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 16
0.096 AC.
4,166 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 16-WOYTEK\PARCEL 16-WOYTEK.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊙	½" IRON PIPE FOUND UNLESS NOTED
▲	60D NAIL FOUND
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
X	X CUT IN CONCRETE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
⟍	DENOTES COMMON OWNERSHIP
⟍	LINE BREAK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 22080031RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 11, 2022, ISSUE DATE OCTOBER 18, 2022.

10(F). EASEMENT AS SHOWN IN INSTRUMENT FROM E. M. LAWRENCE TO TEXAS POWER & LIGHT COMPANY, DATED AUGUST 1, 1963, AND FILED IN VOLUME 464, PAGE 174, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DECRIPTION CAN NOT BE LOCATED.

G. EASEMENT AS SHOWN IN INSTRUMENT FROM RAYMOND J. WOYTEK AND ELLA WOYTEK TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, DATED JANUARY 15, 1974 AND FILED IN VOLUME 585, PAGE 229, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DECRIPTION CAN NOT BE LOCATED.

H. EASEMENT AS SHOWN IN INSTRUMENT FROM RAYMOND J. WOYTEK TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, DATED JANUARY 13, 1976 AND FILED IN VOLUME 640, PAGE 79, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DECRIPTION CAN NOT BE LOCATED.

I. EASEMENT AS SHOWN IN INSTRUMENT FROM RAYMOND J. WOYTEK TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, DATED FEBRUARY 3, 1978 AND FILED IN VOLUME 705, PAGE 852, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DECRIPTION CAN NOT BE LOCATED.

J. EASEMENT AS SHOWN IN INSTRUMENT FROM WOYTEK BUILDERS TO TEXAS POWER & LIGHT COMPANY, DATED AUGUST 29, 1977 AND FILED IN VOLUME 711, PAGE 766, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT AS SHOWN IN INSTRUMENT FROM RAYMOND J. WOYTEK TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, DATED APRIL 24, 1978, AND FILED IN VOLUME 716, PAGE 105, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DECRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 NOV 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

10/31/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

RONALD R. WOYTEK & SUSAN L. WOYTEK

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 16
0.096 AC.
4,166 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 16-WOYTEK\PARCEL 16-WOYTEK.dgn



N

0′ 100′ 200′

SCALE IN FEET

LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING OR PERMITTING

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

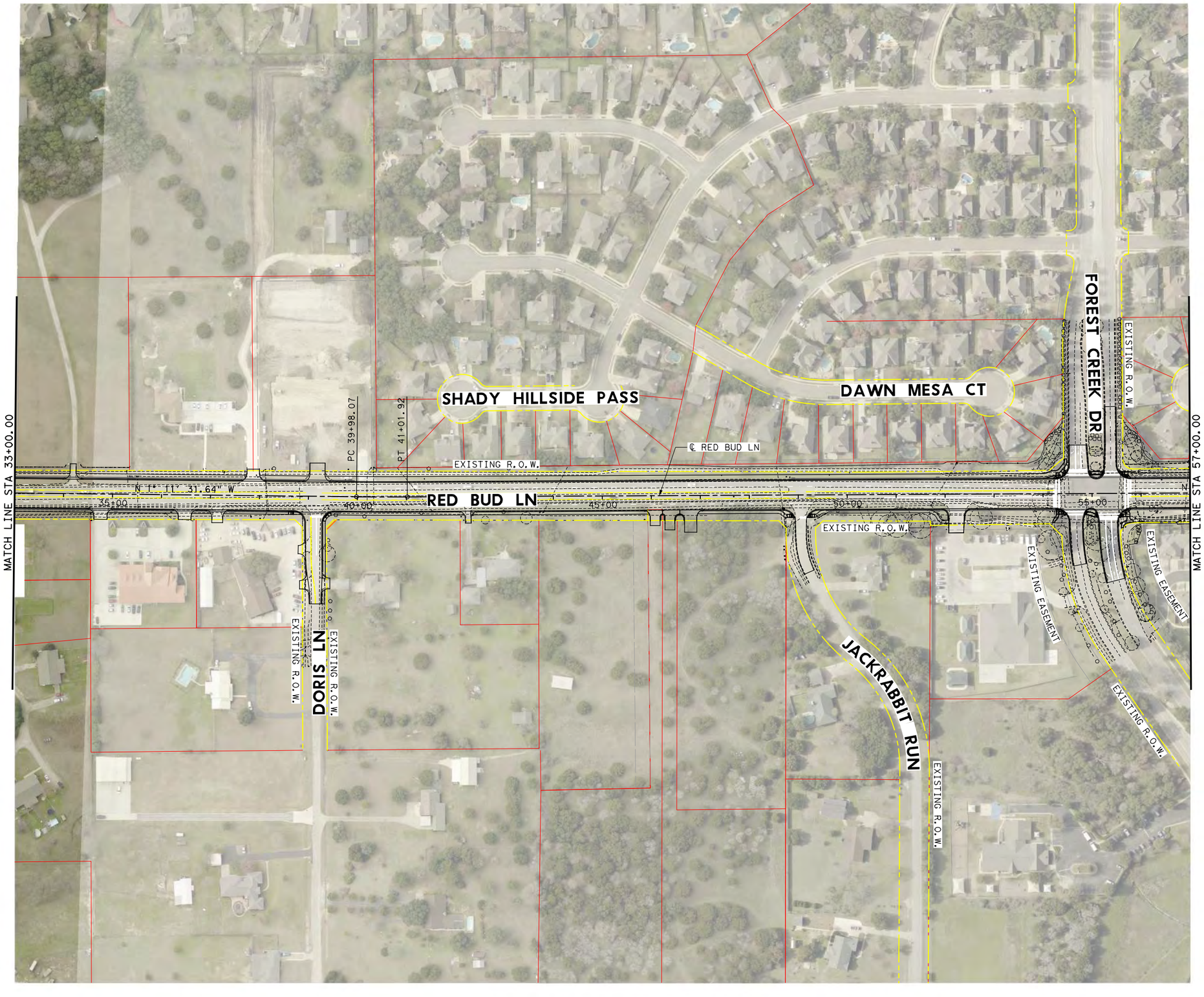
RED BUD LANE

PARCEL MAPS

BEGIN TO STA 33+00

SCALE: 1"=200′ SHEET 1 OF 5

1/13/2022
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SCALE IN FEET

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LJA Engineering, Inc.
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RED BUD LANE

PARCEL MAPS

STA 33+00 TO STA 57+00

SCALE: 1′=200′ SHEET 2 OF 5

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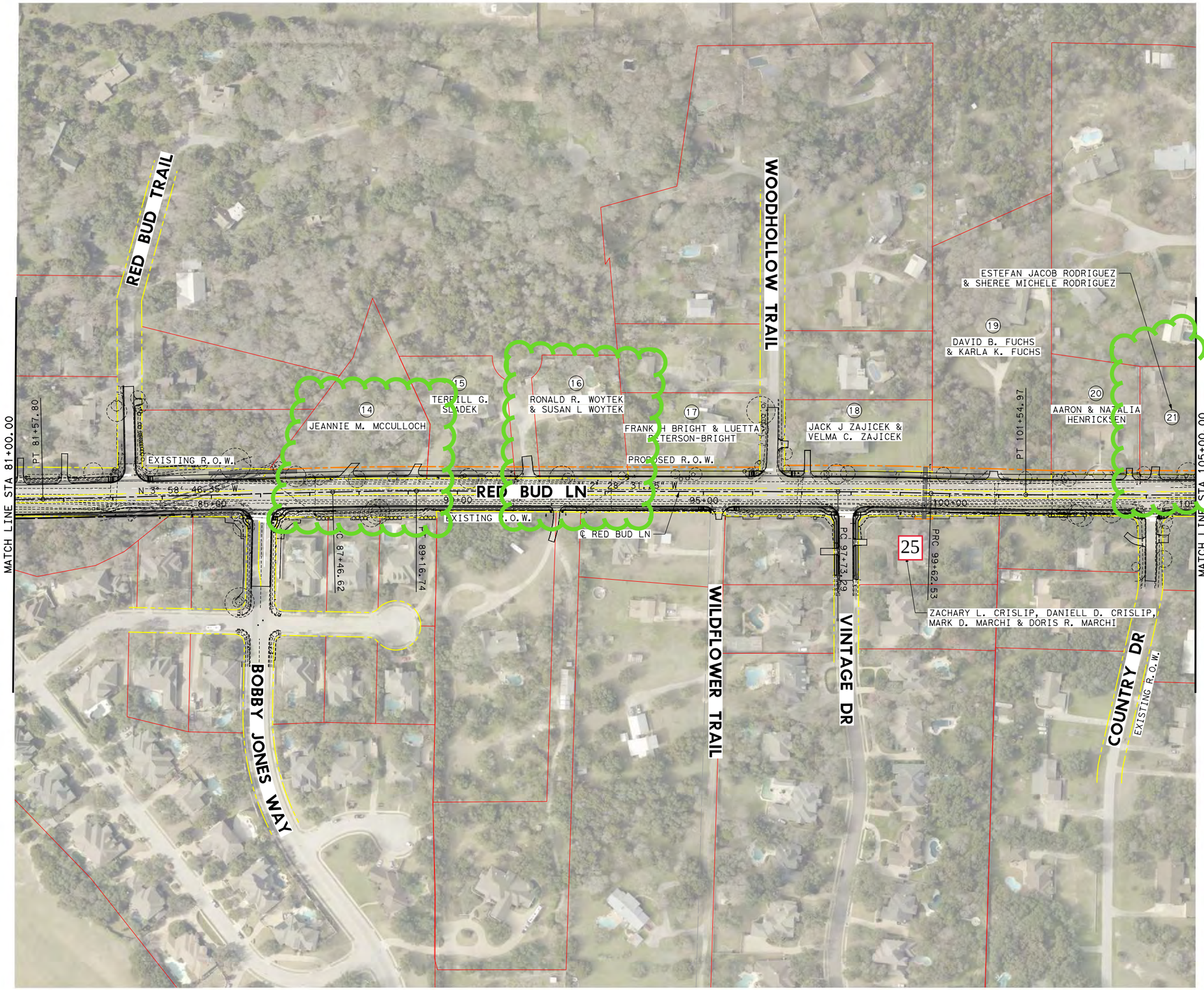
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RED BUD LANE
PARCEL MAPS

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SCALE: 1"=200′ SHEET 3 OF 5

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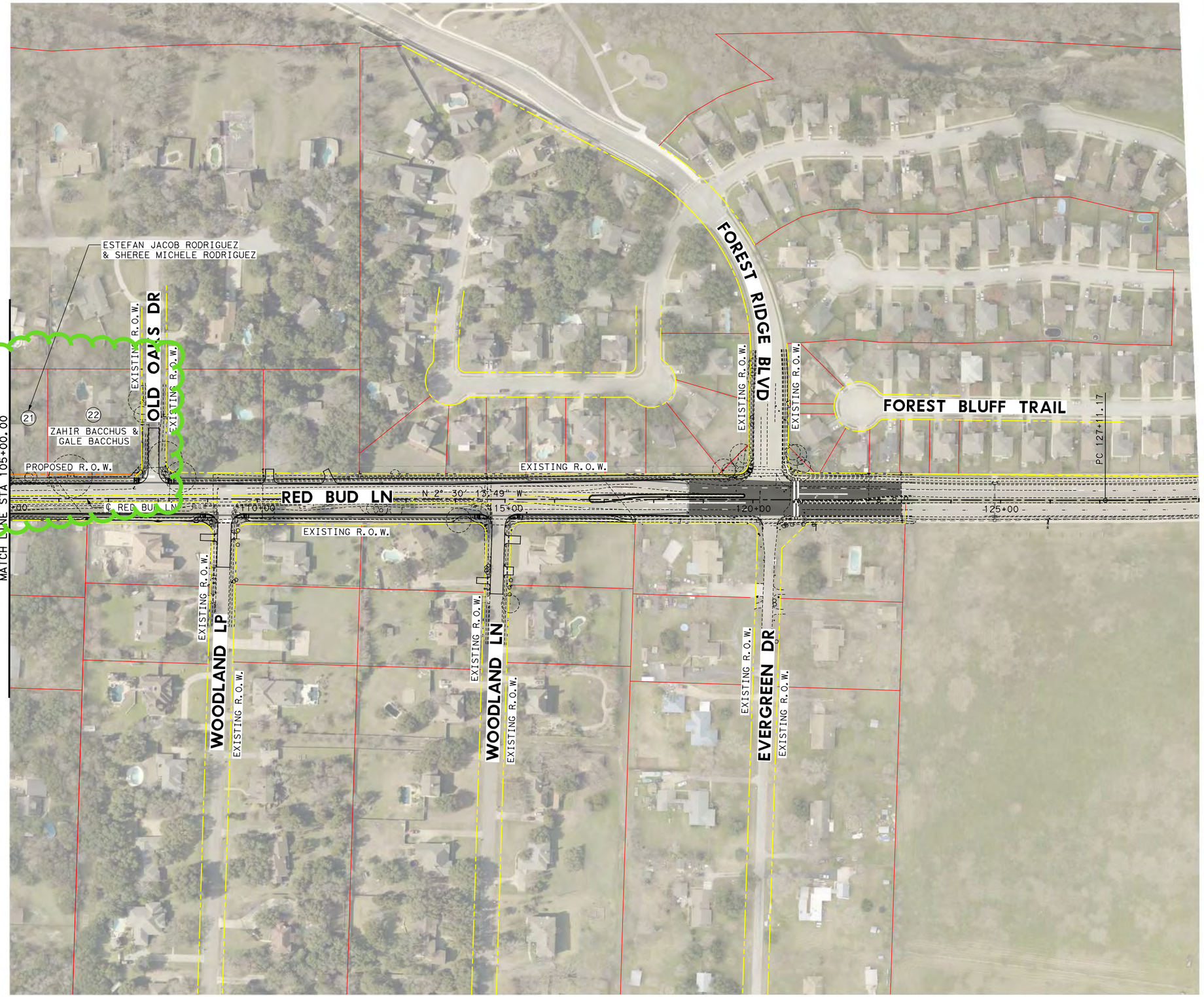
RED BUD LANE

PARCEL MAPS

STA 81+00 TO STA 105+00

SCALE: 1"=200′ SHEET 4 OF 5

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RED BUD LANE
PARCEL MAPS

STA 105+00 TO END

SCALE: 1"=200′ SHEET 5 OF 5

1/13/2022
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City of Round Rock

Agenda Item Summary

Agenda Number: I.24

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.077 acre parcel from property owned by Gale and Zahir Bacchus required for the Red Bud South Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Transportation

Text of Legislative File 2023-287

The City's current appraised value for this parcel is $57,644. The City attempted to negotiated a purchase of the property without the threat of condemnation, which was unsuccessful. To date the owners have not provided any substantive counteroffer proposal to the City's initial offer (4.19.23) or final offer (6.2.23). Owners have hired condemnation attorney David Todd as legal representation.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize emi domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Red Bud South Project: a 0.077-acre tract of land from property

owned by Gale Bacchus and Zahir Bacchus, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2023-287

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF CERTAIN PROPERTY AND AUTHORIZING THE CITY'S ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Red Bud South, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple interest in and across approximately 0.077 acre (3,353 SF) of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such Property being owned by **GALE BACCHUS AND ZAHIR BACCHUS**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Red Bud South roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above-described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made or shall make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT A

County: Williamson
Parcel : 22
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 22

DESCRIPTION OF A 0.077 ACRE (3,353 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 14 OF THE OLD OAK ESTATES SUBDIVISION RECORDED IN CABINET D, SLIDE 49 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN TEXAS QUIT CLAIM DEED TO GALE BACCHUS AND ZAHIR BACCHUS RECORDED IN DOCUMENT NO. 2019064000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS (O.P.R.W.C.T.), SAID 0.077 ACRE (3,353 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found in the existing southerly Right-of-Way (ROW) line of Old Oaks Drive (50' ROW width), being the northeasterly corner of Lot 13 of said subdivision, same being the northwesterly corner of said Lot 14;

THENCE with the common boundary line of said Lot 14 and said existing southerly ROW line, N 87°30'35" E, for a distance of 204.02 feet to a 1/2" iron rod found 57.03 feet left of Red Bud Lane Baseline Station 107+66.80 (Grid Coordinates determined as N=10,164,329.96, E=3,152,721.42 (TxSPC Zone 4203) in the proposed westerly ROW line of Red Bud Lane (ROW width varies), being the northwesterly cutback corner of a 10' wide Road Easement per said subdivision plat, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said proposed westerly ROW line, with the common line of said Lot 14 and said existing southerly ROW line of Old Oaks Drive, **N 87°30'35" E,** for a distance of **25.00** feet to a calculated point at the intersection of the existing westerly ROW line of Red Bud Lane (C.R. 122), (ROW width varies), for the northeasterly corner of said Lot 14 and of the herein described parcel;

2) **THENCE**, with said existing westerly ROW line of Red Bud Lane, being the easterly boundary line of said Lot 14, **S 02°31'34" E,** for a distance of **189.97** feet to a calculated point, being the northeasterly corner of Lot 15 of said subdivision, for the southeasterly corner of said Lot 14 and of the herein described parcel;

3) **THENCE**, departing said existing westerly ROW line of Red Bud Lane, with the northerly boundary line of said Lot 15, same being the southerly boundary line of said Lot 14, **S 87°28'31" W,** at a distance of 10.00 feet pass a 1/2" iron rod found, being the southwesterly corner of said 10' wide Road Easement and continuing for a total distance of **17.54** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 105+76.82 in said proposed ROW line, for the southwesterly corner of the herein described parcel;

THENCE, departing said Lot 15, through the interior of said Lot 14, with said westerly proposed ROW line, the following two (2) courses:

4) **N 02°30'12" W,** for a distance of **182.45** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 107+59.27, for an angle point hereof;

5) **N 47°29'25" W,** for a distance of **10.65** feet to the **POINT OF BEGINNING**, containing 0.077 acre (3,353 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

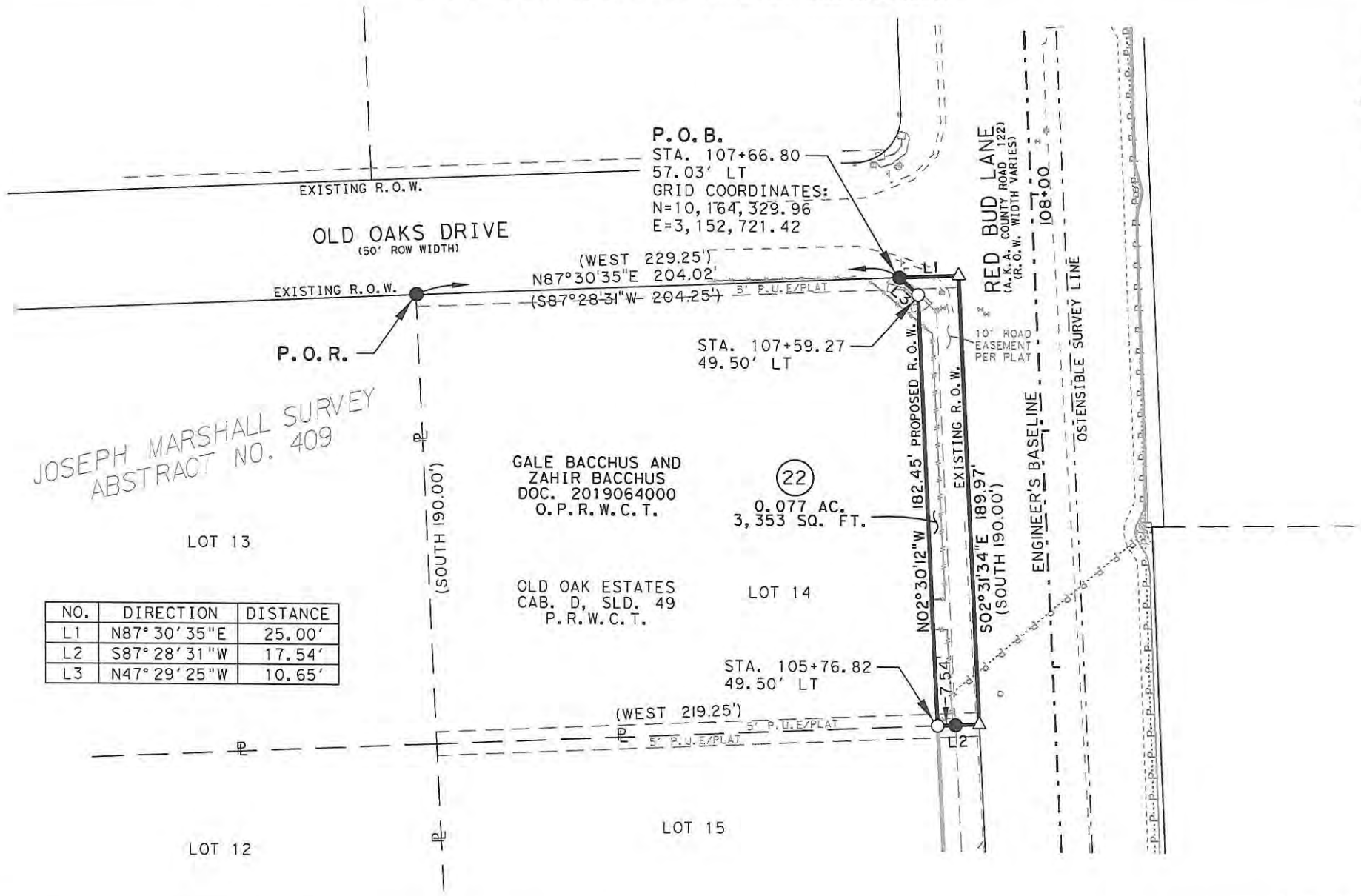
M. Stephen Truesdale 11 Nov 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 22-BACCHUS\PARCEL 22-BACCHUS.doc



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N87° 30' 35"E	25.00'
L2	S87° 28' 31"W	17.54'
L3	N47° 29' 25"W	10.65'

10/24/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GALE BACCHUS AND ZAHIR BACCHUS

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 22
0.077 AC.
3,353 SQ. FT.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 22-BACCHUS\PARCEL 22-BACCHUS.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
X	X CUT IN CONCRETE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
⟍	DENOTES COMMON OWNERSHIP
⟍	LINE BREAK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 22080037RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 02, 2022, ISSUE DATE OCTOBER 07, 2022.

1. RESTRICTIVE COVENANTS: CABINET D, SLIDE 49, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, SUBJECT TO.

10(F.) THE FOLLOWING MATTER(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT/MAP RECORDED IN CABINET D, SLIDE 49, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:

30' BUILDING LINE ALONG THE NORTHERLY AND EASTERLY PROPERTY LINE(S), SUBJECT TO.

10' UTILITY EASEMENT ALONG THE WESTERLY PROPERTY LINE(S), DOES NOT AFFECT.

5' UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

10' ROAD EASEMENT ALONG THE EASTERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 NOV 2022

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PARCEL PLAT SHOWING PROPERTY OF

GALE BACCHUS AND ZAHIR BACCHUS

SCALE	PROJECT	COUNTY
1" = 60'	RED BUD LANE	WILLIAMSON

PARCEL 22
0.077 AC.
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- PROPOSED R.O.W.
- PARCEL BOUNDARY

PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

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ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

LJA Engineering, Inc.
FRN - F-1386

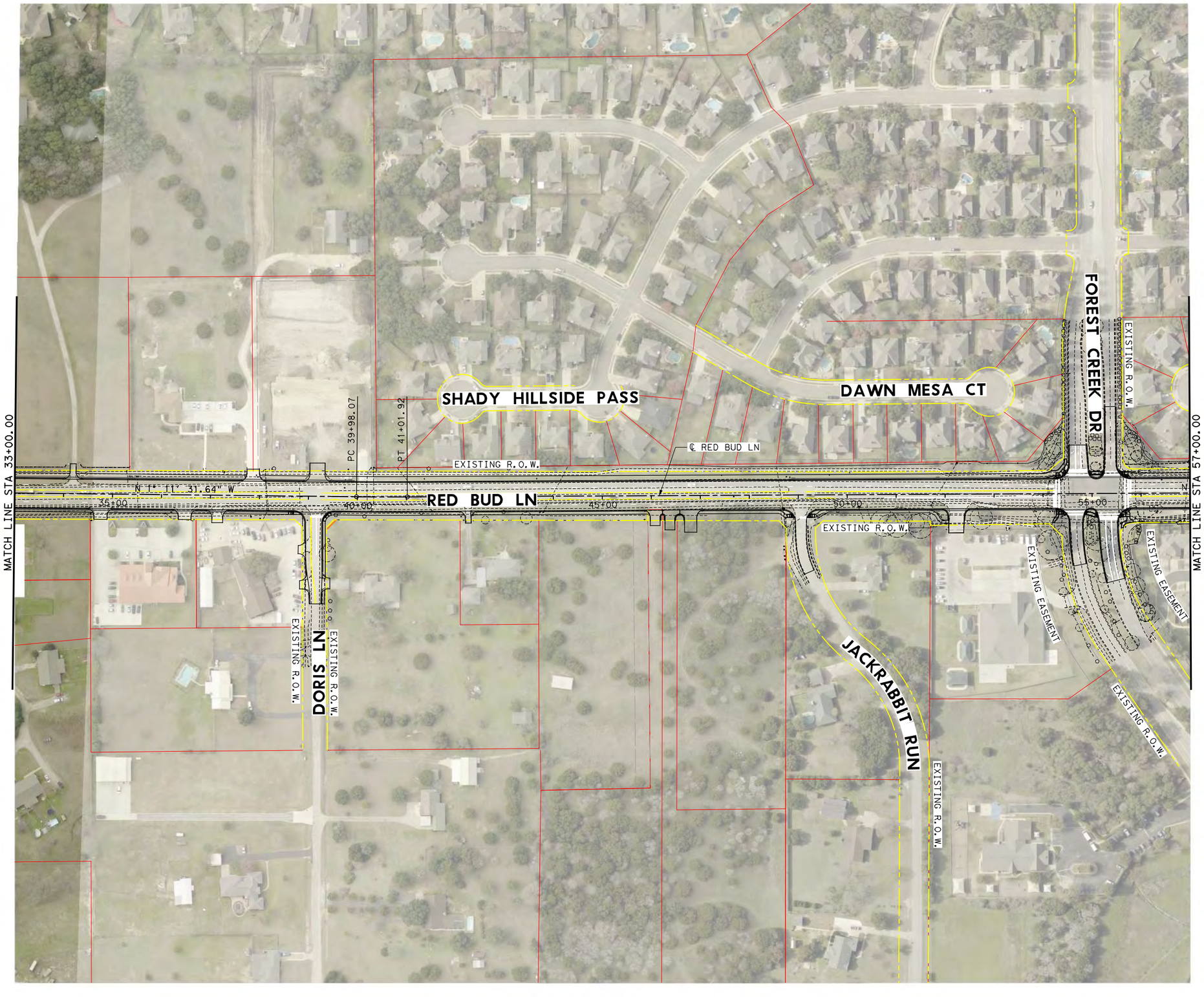
RED BUD LANE

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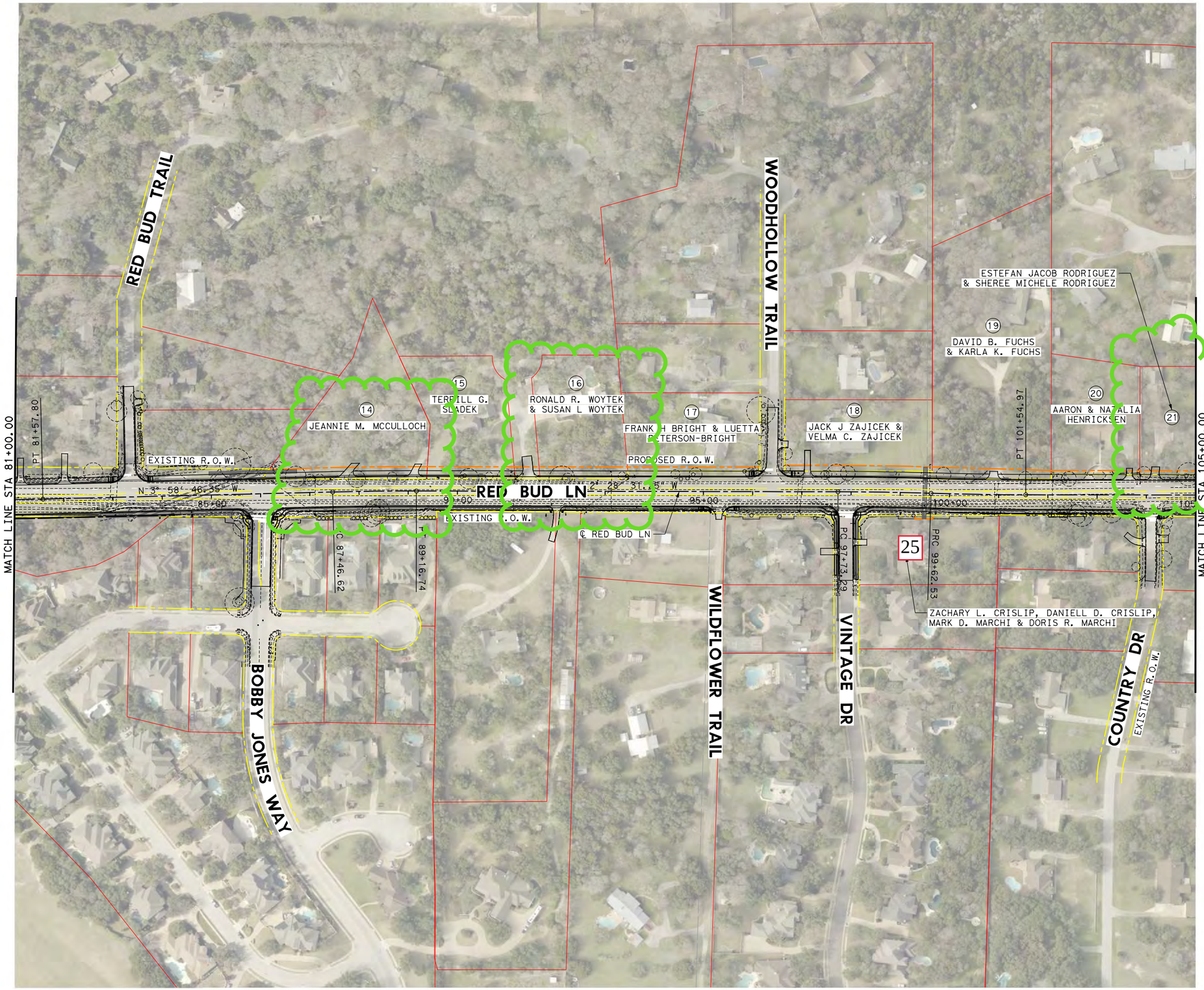
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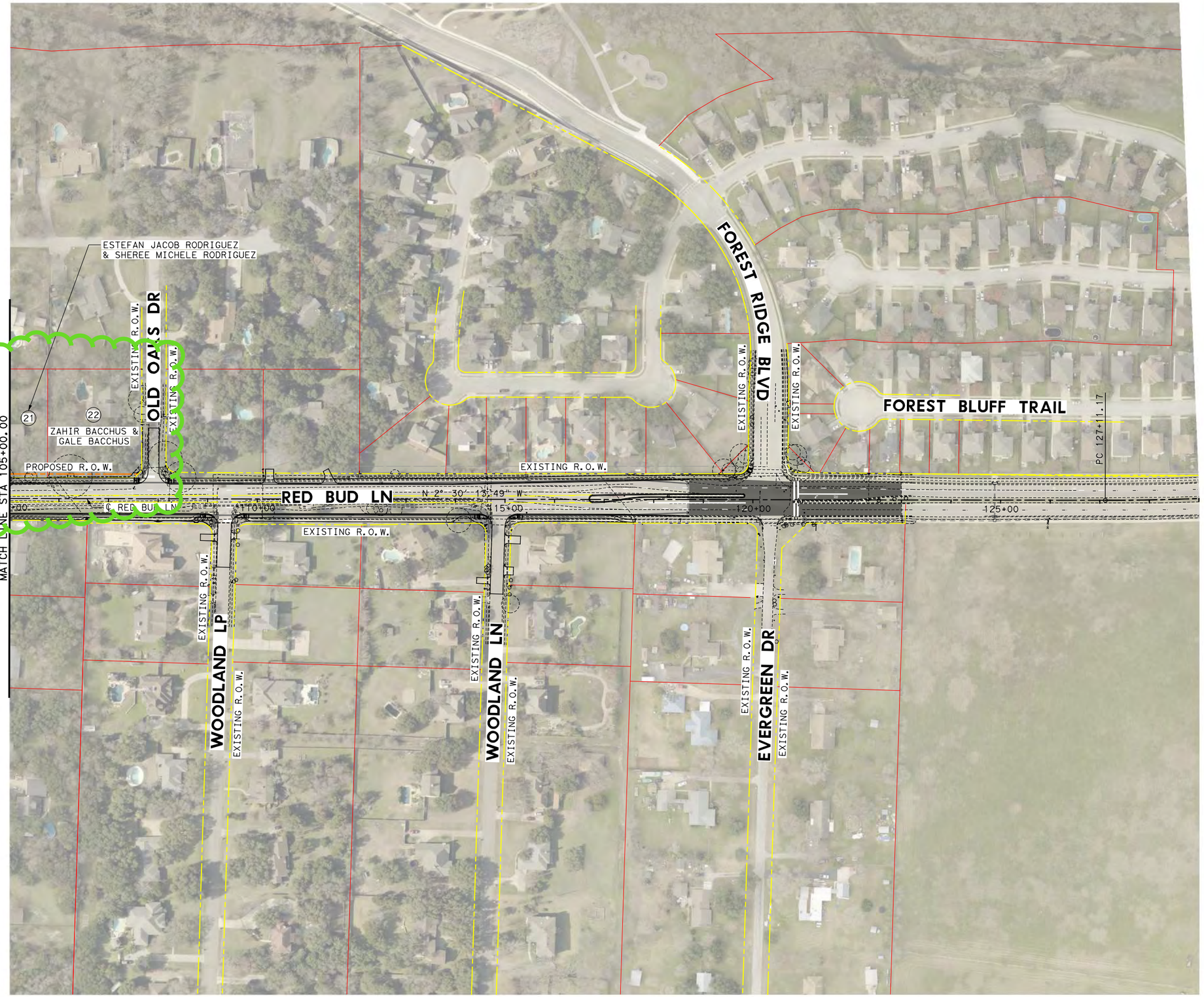
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LJA Engineering, Inc.
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RED BUD LANE
PARCEL MAPS

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1/13/2022
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City of Round Rock

Agenda Item Summary

Agenda Number: I.25

Title: Consider a resolution authorizing the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of $200,000.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance

Text of Legislative File 2023-262

Exhibit A provides a clearly stated list of pre-approved budgeted items included in the FY 2023/2024 Annual Budget. Pursuant to Chapter 2, Section 2-326 of the Code of Ordinances which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of $200,000.00 for budgeted items specifically approved in advance by the Council, this exhibit provides a specific list. Upon approval of this Resolution all items between $100,000.00 and $200,000.00 included on Exhibit A will be considered authorized purchases for FY 2023/2024 and will be purchased in accordance with the City's financial policies and with the City Manager's approval without any further approval or action from the City Council. Items on the authorized purchases list include:

Routine equipment and technology purchases as included in the budget and the budget list are considered approved by Council, unless:

- Item is $200,000 or greater, unless the Council makes an exception,
- Item contains a contract requiring the Mayor's signature;
- Purchase deviates from the original purchase as designated on the list;
- Cost exceeds the greater of 10% or $10,000; or
- Council has designated that item(s) come back for approval.

Capital projects and funding agreements will be presented to Council for consideration and approval.

RESOLUTION NO. R-2023-262

WHEREAS, Sec. 4.01(f) of the Round Rock Charter provides that the City Council may by ordinance set the maximum amount for which the City Manager is authorized to execute contracts and/or expend funds for budgeted items, and

WHEREAS, the City Council has previously adopted Sec. 2-326(b) of the Code of Ordinances, which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of $200,000.00 for budgeted items specifically approved in advance by the Council, and

WHEREAS, the City Council wishes to authorize the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of $200,000.00 for those budgeted items specifically approved in advance by the Council, which are listed in Exhibit A, attached hereto and incorporated herein by reference, Now Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

Pursuant to Sec. 2-326(b) of the Code of Ordinances, the city manager is hereby authorized to execute contracts and/or to expend funds for budgeted items in the maximum amount of $200,000.00, provided that all such contracts and expenditures are:

(1) specifically for items listed in Exhibit A attached to this Resolution, and

(2) in compliance with state laws requiring competitive bids.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of September, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

CITY OF ROUND ROCK - AUTHORIZED PURCHASES LIST
FY 2023/24 Master Capital List
Items up to $200,000

EXHIBIT "A"

These items are eligible for approval through the City Manager process and will not return to Council unless a contract requires the Mayor's signature.
All City Purchasing Policies apply.

Department	Description	Amount
Citywide		
Citywide	Office Furniture	$160,000
Citywide	Online marketplace purchases for products and services Amazon Services, Omnia Partners - **Cooperative Gap Purchasing**	$200,000
Citywide	Uniforms and Related Products - City Wide Unifirst Corporation, Sourcewell Coop - **Cooperative Gap Purchasing**	$200,000
Citywide	Purchase of office supplies Office Depot Omnia Partners - **Cooperative Gap Purchasing**	$200,000
		$760,000
Fire		
Fire	Dual Cert Personal Protective Equipment	$140,000
Fire	Electronic Health Records Software for First Responders	$195,000
Fire	MSA AirPack Maintenance	$120,000
		$455,000
General Services		
General Services	Brightly Service Contract	$150,000
General Services	Carpet & Tile Flooring, Refinishing, Polishing, Grinding & Staining Services Ace Floor Solutions, BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Custodial Supplies & Equipment Ferguson Enterprises, BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Facility Maintenance Operation Services ABM Industries Group, BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Fuel management, transaction, and payment settlement/processing services WEX Bank, Sourcewell - **Cooperative Gap Purchasing**	$200,000
General Services	HVAC Equipment, Supplies and Installation Services Carrier Corporation, BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Lifetime Oil Filters for Fleet Operations	$120,000
General Services	Repair Parts & Srvcs Fire Apparatus Veh. Siddons-Martin Emergency Group, BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Tire Supplies and Equipment Youngblood Auto & Tire, BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Tires for City Vehicles The Goodyear Tire and Rubber Co., BuyBoard - **Cooperative Gap Purchasing**	$200,000
General Services	Custodial Supplies & Equipment Gulf Coast Paper, BuyBoard - **Cooperative Gap Purchasing**	$200,000
		$2,070,000

CITY OF ROUND ROCK - AUTHORIZED PURCHASES LIST

FY 2023/24 Master Capital List

Items up to $200,000

These items are eligible for approval through the City Manager process and will not return to Council unless a contract requires the Mayor's signature.
All City Purchasing Policies apply.

Department	Description	Amount
Information Technology		
Information Technology	Audio/Visual Projects - Hardware/Software	$200,000
Information Technology	Austin Structured Cabling Support and Services	$200,000
Information Technology	Axon Addon's Hardware/Software	$200,000
Information Technology	B&H Photo Video - Photographic Supplies	$130,000
Information Technology	CDW Hardware/Software	$200,000
Information Technology	Cityworks Software	$200,000
Information Technology	Concession Operations Software	$120,000
Information Technology	Data Projections Hardware/Software	$200,000
Information Technology	Dell Hardware	$200,000
Information Technology	ESRI Product Support and Services	$200,000
Information Technology	Fleet Hardware/Software	$200,000
Information Technology	Granicus Annual and Addon	$120,000
Information Technology	Networking Hardware/Software	$200,000
Information Technology	Preferred Technologies Hardware/Software	$120,000
Information Technology	Presidio Hardware/Software	$200,000
Information Technology	Public Safety Rugged Laptops	$200,000
Information Technology	Purchase of Data Storage, Communication and Networking Equipment Austin Structured Cabling, DIR - **Cooperative Gap Purchasing**	$200,000
Information Technology	RecTrac Addons and Support	$120,000
Information Technology	SHI Government - Citywide Software Support	$200,000
Information Technology	Software License Agreement Microsoft Windows Operating System SHI Government Solutions, DIR - **Cooperative Gap Purchasing**	$200,000
Information Technology	Technology Hardware	$200,000
Information Technology	Technology Professional Services	$200,000
Information Technology	Technology Software	$200,000
Information Technology	Tele-Communication Hardware/Software	$150,000
Information Technology	Tyler Technology Hardware/Software	$150,000
		$4,510,000
Parks and Recreation		
PARD	City downtown holiday lighting products and services DÉCOR IQ, BuyBoard - **Cooperative Gap Purchasing**	$200,000
PARD	Grass Seed - PARD	$120,000
PARD	Parks Equipment (Shade Structures)	$150,000
PARD	Rock Hollow Pavilion	$125,000
PARD	Rock Hollow Playground	$195,000
PARD	Tree Trimming and Removal Services, Yellowstone Landscape, Choice Partners - **Cooperative Gap Purchasing**	$200,000
		$990,000

CITY OF ROUND ROCK - AUTHORIZED PURCHASES LIST

FY 2023/24 Master Capital List

Items up to $200,000

These items are eligible for approval through the City Manager process and will not return to Council unless a contract requires the Mayor's signature.
All City Purchasing Policies apply.

Department	Description	Amount
Police		
Police	Consolettes (6) and workstations (18) for radios	$200,000
Police	External Training - Public Safety	$150,000
Police	Mobile radio replacements	$115,000
Police	Annual Motorola Subscription Renewals	$140,000
		$605,000
Sports Management		
Sports Management	Dell Diamond (Rail and wall padding)	$110,000
Sports Management	Irrigation Repairs and Upgrades	$120,000
Sports Management	Continuation of cart path curbing and site drainage project - Forest Creek Golf Club	$150,000
Sports Management	Sports Center Floor Rehab Work	$120,000
		$500,000
Transportation		
Transportation	Concrete	$120,000
		$120,000
Utilities		
Utilities	Hydrant Parts	$200,000
Utilities	TCEQ Related Fees	$200,000
		$400,000
	FISCAL YEAR 2024 AUTHORIZED PURCHASES LIST TOTAL	**$10,410,000**

EXHIBIT
"A"

City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider public testimony regarding, and an ordinance adopting the FY 2023-2024 Annual Budget for the City of Round Rock. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, FY 2024 All Funds Summary, FY 2024 One Pager, 2024 Budget in Brief

Department: Finance

Text of Legislative File 2023-255

The City Manager's proposed budget totals $543,894,100, summarized in the table attached as ***Exhibit A***. The City Council gave direction for the FY 2023-2024 proposed Annual Budget at their annual strategic planning retreats in January and February 2023. This proposed budget was presented to Council at its annual budget work session on July 27, 2023.

The items presented in this proposed budget address Council's Strategic Goals for FY 2023-2024 and are summarized in the attached **FY 2024 Proposed Budget Highlights** and **FY 2024 Budget in Brief** documents.

Exhibit A of the FY 2023-2024 Budget ordinance presents an overview of all the revenues and expenses for all the funds for the City of Round Rock.

This city-wide budget also includes the Round Rock Transportation and Economic Development Corporation (RRTEDC) or Type B Fund. RRTEDC held a public hearing and approved the Type B Fund budget at their July 27, 2023, board meeting.

The complete proposed FY 2023-2024 Annual Budget workbook can be found on the City of Round Rock's website. A hard copy is available for review in the Round Rock Public Library located at 200 E. Liberty Ave.

All filings, disclosures and publications have been done in accordance with Section 102 of the Local Government Code.

A public hearing and first reading of the ordinance regarding the FY 2024 Annual Budget will be held on August 24, 2023. The second reading of the ordinance is scheduled for September 14, 2023.

ORDINANCE NO. O-2023-255

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ROUND ROCK, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, DIRECTING THE CITY CLERK TO FILE A TRUE COPY OF THE BUDGET WITH THE COUNTY CLERKS OF WILLIAMSON AND TRAVIS COUNTIES, TEXAS.

WHEREAS, the City Manager of the City of Round Rock, Texas, has heretofore submitted, in accordance with the state law and the City's Charter, a budget for said City, for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, proper and timely notice that a public hearing on such budget would be held on August 24, 2023 was given and made in accordance with the law and within the time limits set forth by law; and

WHEREAS, such public hearing was held in accordance with law on August 24, 2023, prior to final adoption of this ordinance; Now Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS, THAT:

The budget submitted by the City Manager for the fiscal year beginning October 1, 2023 and ending September 30, 2024, as summarized in Exhibit "A" attached hereto, is hereby in all things approved and adopted and it shall be effective as of October 1, 2023. The attached budget also contains the budget for the Round Rock Transportation and Economic Development Corporation, which is approved and adopted.

In accordance with §102.008(a)(1), Local Government Code, the Chief Financial Officer is directed to file with the City Clerk a true copy of the final budget as adopted by the City Council, and the City Clerk is directed to certify as a true copy said budget and file it with this ordinance in the official records of the City.

In accordance with §102.008(a)(2)(A), Local Government Code, the City Clerk is directed to ensure that a copy of the budget, including the cover page, is posted on the City's website.

In accordance with §102.008(a)(2)(B), Local Government Code, the City Clerk is directed to ensure that the record vote described by §102.007(d)(2), Local Government Code is posted on the City's website at least until the first anniversary of the date this ordinance is adopted.

In accordance with §102.009(d), Local Government Code, the City Clerk is directed to file a certified copy of this ordinance along with a true copy of the budget with the County Clerk of Williamson County and the County Clerk of Travis County.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2023.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

EXHIBIT "A"

FY 2024 Budget

The City Manager's proposed budget totals $543,894,100, summarized in the attached table. The updated totals are presented by fund below:

General Fund	$163,130,600
General Capital Projects & Equipment Fund	65,363,800
Debt Service Fund	29,112,000
Utility Fund	123,271,600
Stormwater Fund	10,632,600
Hotel Occupancy Tax Fund	13,012,800
Sports Center Fund	8,162,500
RRTEDC (Type B) Fund	103,087,000
Special Revenue Funds	28,121,200
Total FY 2024 Annual Budget	**$543,894,100**

ALL FUNDS SCHEDULE

Note: This represents a cash flow statement for the City, not an income statement.

	Total Budget	General Fund	General Capital Projects & Equipment	Debt Service Fund	Utility Fund	Stormwater Fund	Type B Fund	HOT Fund	Sports Center Fund	Special Revenue & Other Funds	
Estimated Fund Balance/Working Capital	**$395,441,200**	**$55,811,600**	**$31,906,300**	**$0**	**$127,834,900**	**$7,336,100**	**$142,139,100**	**$8,490,700**	**$9,886,000**	**$ 12,036,500**	
Revenues & Sources											**Revenues & Sources**
Property Tax	81,889,100	57,000,000		24,889,100							Property Tax
Sales Tax	113,917,900	69,348,000	13,258,700				31,311,200				Sales Tax
Hotel Occupancy Tax	15,811,100	-						6,701,900	3,513,600	5,595,600	Hotel Occupancy Tax
Other Taxes & Franchise Fees	17,721,700	8,600,000		86,700						9,035,000	Other Taxes & Franchise Fees
Licenses, Permits, & Fees	17,695,500	2,837,800			12,081,700					2,776,000	Licenses, Permits, & Fees
Service Charges	61,392,800	1,497,900			55,736,700	4,158,200					Service Charges
Program Revenues	9,918,800	3,800,000						20,000	1,300,000	4,798,800	Program Revenues
Fines & Forfeitures	1,101,300	1,015,300								86,000	Fines & Forfeitures
Contracts & Other	60,494,400	8,283,300	6,991,900	-	19,750,000	3,181,100	19,660,700	110,500	700,000	1,816,900	Contracts & Other
Bond Proceeds	63,287,700	2,004,700	36,000,000	-	25,283,000						Bond Proceeds
Capital Lease/Limited Tax Notes	4,000,000	-	4,000,000	-							Capital Lease/Limited Tax Notes
Transfers In	20,904,700	7,250,300	3,913,200	4,724,800	-	4,341,400				675,000	Transfers In
Total Revenues & Sources	**468,135,000**	**161,637,300**	**64,163,800**	**29,700,600**	**112,851,400**	**11,680,700**	**50,971,900**	**6,832,400**	**5,513,600**	**24,783,300**	**Total Revenues**
Expenditures & Uses											**Expenditures & Uses**
Administration	2,487,200	2,487,200									Administration
Communications	3,329,300	1,525,700					250,200	1,120,400		433,000	Communications
Community & Neighborhood Services	1,648,100	1,648,100									Community & Neighborhood Services
Finance	8,485,000	5,200,000			2,546,600					738,400	Finance
Fire	36,106,600	36,106,600									Fire
Fiscal Support	18,044,800	7,986,800			3,050,200		7,007,800				Fiscal Support
General Services	9,208,800	9,208,800									General Services
Human Resources	2,004,700	2,004,700									Human Resources
Information Technology	7,140,300	7,140,300									Information Technology
Legal Services	1,775,000	1,775,000									Legal Services
Library	4,906,400	4,886,100								20,300	Library
Parks & Recreation	20,100,600	17,812,100								2,288,500	Parks & Recreation
Planning & Development	6,965,400	5,720,000								1,245,400	Planning & Development
Police	44,556,900	44,400,500								156,400	Police
Sports Management & Tourism	11,838,600							3,339,400	3,059,600	5,439,600	Sports Management & Tourism
Transportation	13,761,300	13,047,300					714,000				Transportation
Utilities & Environmental Services	38,181,900	481,400			34,326,200	3,374,300					Utilities & Environmental Services
Debt Payments	42,889,800			29,112,000	12,287,300	555,300		642,300	292,900		Debt Payments
Transfers Out/Disbursements	34,009,400	1,700,000			9,960,700	266,000	1,365,000	1,027,100	2,500,000	17,190,600	Transfers Out/Disbursements
Proposed Uses - General SFC	31,858,200		31,858,200								Proposed Uses - General SFC
GSFC - Designated, not yet spent	-										GSFC - Designated, not yet spent
Fleet Replacement	4,177,000		4,000,000			177,000					Fleet Replacement
Capital Improvement Projects	200,418,800		29,505,600		61,100,600	6,260,000	93,750,000	6,883,600	2,310,000	609,000	Capital Improvement Projects
Total Expenditures & Uses	**543,894,100**	**163,130,600**	**65,363,800**	**29,112,000**	**123,271,600**	**10,632,600**	**103,087,000**	**13,012,800**	**8,162,500**	**28,121,200**	**Total Expenditures & Uses**
Net Revenues & Sources	**(75,759,100)**	**(1,493,300)**	**(1,200,000)**	**588,600**	**(10,420,200)**	**1,048,100**	**(52,115,100)**	**(6,180,400)**	**(2,648,900)**	**(3,337,900)**	**Net Revenues**
Less Reservations											**Less Reservations**
Contingency	62,081,700	40,407,700			17,638,900	910,100	1,000,000	1,001,200	764,900	358,900	Contingency
Concentration Risk Fund	12,434,000	12,434,000									Concentration Risk Fund
Debt Reserves	1,137,400							642,500	494,900		Debt Reserves
Bond Proceeds											Bond Proceeds
Designations - Projects	30,192,700		19,757,000				6,047,000	63,100	3,000,000	1,325,600	Designations - Projects
Total Reservations	**105,845,800**	**52,841,700**	**19,757,000**	**-**	**17,638,900**	**910,100**	**7,047,000**	**1,706,800**	**4,259,800**	**1,684,500**	**Total Reservations**
Available Ending Fund Balance/Working Capital FYE 2024	**$ 213,836,300**	**$ 1,476,600**	**$ 10,949,300**	**$ 588,600**	**$ 99,775,800**	**$ 7,474,100**	**$ 82,977,000**	**$ 603,500**	**$ 2,977,300**	**$ 7,014,100**	**Available Ending Fund Balance/Working Capital FYE 2024**

CITY OF ROUND ROCK
ANNUAL BUDGET
FY 2023-2024



Components

- Total Citywide operating FY 2024 Budget is **$543.9 million**.
- The foundation of the annual budget process continues to be the 6 strategic goals updated and affirmed by the City Council each February.
- 1,175 full time employees continue to be dedicated to providing the highest level of customer service to the community, including **43 new positions** for FY 2024.
- $113.9 million in sales tax revenues that help fund the City's operations, transportation, and economic development projects.
- $81.9 million in property tax revenues that help fund core City services and debt service for fire, police, parks, library, and more.
- $24.1 billion in taxable assessed value, a sizable increase in new and existing property from FY 2023's $21.7 billion. This growth reveals that Round Rock remains a popular choice with continued residential and commercial growth.
- There are **no** retail water, wastewater, or stormwater **rate increases** for FY 2023/24.

Property Tax Information

The **proposed** property tax rate is an increase of 2.6 cents or 8.1%. This increase allows the City to provide funding for additional public safety positions with competitive salaries, as well as additional staffing for parks, library, and other departments.

$0.342	$363,396	$1,243
Proposed Tax Rate	Median Home Value	Median City Tax Bill

Taxable Value/Property Tax Revenue by Source

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay $31.9 million in City property taxes in FY 2024, just 20% of total General Fund revenues.



Single Family Residential 56% | Commercial 44%

The proposed tax rate of $0.342 remains among the lowest in Central Texas.

Highlights for FY 2023/2024

- The City is well underway with projects approved by voters in May 2023, **setting the scene for success.**
- Significant engineering and design work for bond projects in **Old Settlers Park** will be done in 2024.
- **Parks** will continue construction work on the **Heritage and Lake Creek Trails**, design and develop the **Downtown Parks,** and make improvements to **Rock Hollow Park.** The historic **Stagecoach Inn** will also receive additional restoration work.
- With the 2023 voter-approved bonds, the **Sports Center expansion** is in the design phase, while **Fire Station 1** is under construction and expected to be complete in June 2024.
- The design and remodel of the **Griffith Building** and development of the **Paseo in Downtown** will connect City Hall and Prete Plaza to the newly-opened Library.
- Round Rock will spend **$105.3 million on its major road expansion program, *Driving Progress***, with major construction underway including *Kenney Fort Blvd.*; sections of *Gattis School Road, Red Bud Lane*, and *Wyoming Springs*. The master plan for **Driving Progress Phase 2** will be completed to meet ongoing traffic needs.
- Public safety services includes **6 new firefighters**, **5 civilian police staff**, along with facility and software improvements.
- The City's $127M **system improvements and expansion** at the Brushy Creek Regional Wastewater System plant will be completed in early FY 2023/24.
- One of the City's two major water treatment plants, **Brushy Creek Regional Utility Authority,** will begin Phase 1D to **expand water capacity** from 8.7 MGD to 11 MGD and is expected to be completed in late 2024.

Public Meetings & Hearings

August 10, 6:00pm - Council Meeting
- Action to publish and propose max tax rate and to set public hearings

August 24, 6:00pm - Council Meeting
- Budget - Public hearing and first reading of ordinance
- Tax Rate - Public hearing and first reading of ordinance

September 14, 6:00pm - Council Meeting
- Budget - Final adoption
- Tax Rate - Final adoption

Public meetings and hearings held at:
City of Round Rock Council Chambers, 221 E. Main Street

CITY OF ROUND ROCK

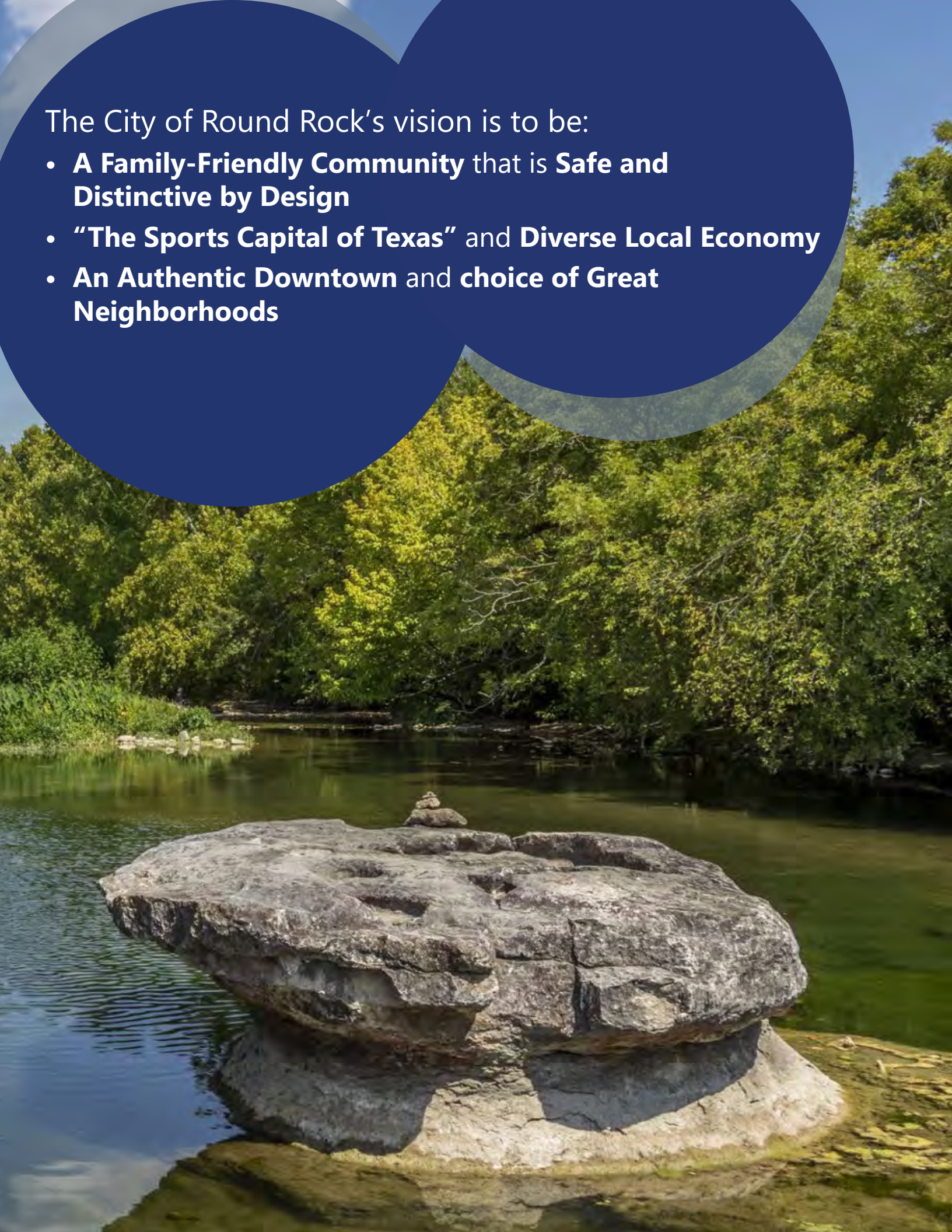
BUDGET IN BRIEF

FY 2023-2024



ROUND ROCK
TEXAS

SETTING the SCENE for SUCCESS



The City of Round Rock's vision is to be:

- **A Family-Friendly Community** that is **Safe and Distinctive by Design**
- **"The Sports Capital of Texas"** and **Diverse Local Economy**
- **An Authentic Downtown** and **choice of Great Neighborhoods**

Introduction

Dear Round Rock Residents,
I am pleased to present the City of Round Rock's Proposed Budget for fiscal year October 1, 2023 through September 30, 2024. This budget contains spending plans and revenue estimates for all City funds. This document and our ongoing discussions exemplifies a commitment to maintaining service quality, driven by the Council's vision to keep Round Rock among the top cities in the nation. Round Rock thrives due to our resilient spirit and smart long-term planning. We are on the right path, and I am continually amazed by our community's ability to do good things in the face of any challenge.

Strategic Priorities
In February 2023, the City Council affirmed Round Rock's 6 strategic goals. The total proposed budget of **$543.9 million** is focused on furthering these goals listed below:

Strategic Goals for FY 2024



Financially Sound City Providing High Value Services



"The Sports Capital of Texas" for Tourism and Residents



City Infrastructure: Today and for Tomorrow



Authentic Downtown - Exciting Community Destination



Great Community to Live



Sustainable Neighborhoods - Old and New

The City's most recent biennial citizen survey highlighted that traffic and transportation continues to be a top concern of our community. While major improvements to IH-35, SH 45, and US 79 remain under the jurisdiction of TxDOT and outside the scope of our City budget, this adopted budget does include significant funding for improvements to the City's transportation network that will provide relief to our residents. Some of these improvements include:

- Continued annual funding for **neighborhood street maintenance** with $4.3 million for FY 2024. Since 2015, the City has allocated $41 million to maintain neighborhood streets.
- Continued significant work on the road expansion program, **Driving Progress,** with major construction underway on sections of **Kenney Fort Boulevard**; and expected to begin sections of **Gattis School Road, County Road 112, Red Bud Lane**, and **Wyoming Springs.**

Introduction

The City continues to invest in the **historic downtown and culture** in FY 2024 with new facilities and upgraded infrastructure in the heart of our community. Some of these upgrades include:

- **Remodel of the Griffith Building & Paseo** to house the Round Rock Chamber, Convention & Visitor Bureau and the Downtowner Gallery.
- Addition of **park land and trail connectivity** situated along **Brushy Creek** on the north side of **Downtown**

Round Rock's **recreation and park** amenities set our City apart from many municipalities. The FY 2024 Proposed Budget includes funding for improvements and connections to these amenities that will continue to make Round Rock distinctive. Some of these improvements and connections include:

- **Trail connectivity.** Significant work is underway on **Heritage Trail East and West,** along with **Lake Creek Trail.** This proposed budget includes the funding necessary to complete connection of our major trail systems along the east and west corridor to provide a continuous trail experience across our City.
- Continued funding of our ever **popular, family-friendly events** including the **Fourth of July Parade, Hometown Holiday Lights, Light up the Lake, Music on Main, Chalk Walk** and more. Funding is also included for **Behrens Ranch Nature Park, Settlement Park** and **Rock Hollow Park** improvements.

Round Rock's widely popular **recreation and culture** programs have seen a large increase in participation and attendance. To keep the high-value programs and events provided to our citizens, this year's proposed budget includes **12.25 new employees** to join their teams. Of that total, 8.25 employees will assist the new **Round Rock Public Library** and their expanded services. The remainder will join the City's award-winning **Parks & Recreation Department.**

Public Safety remains a top priority for the City Council and Round Rock consistently ranks as one of the safest cities in the nation. This proposed budget also includes funding for several initiatives to secure the highest level of public safety for years to come with 12 total new positions, including:

- A new **Squad Staff** consisting of **six new firefighters** aimed to facilitate shorter response times to medical calls and one **Fire Reduction Support Technician** to keep up with the growing demand of services provided by the Community Risk Reduction program.
- One **Dispatch Supervisor** to assist with the increased call volume, one **Animal Control Officer** to keep up with the demand for services, and **three additional administrative positions** to keep up with the City's rapid growth

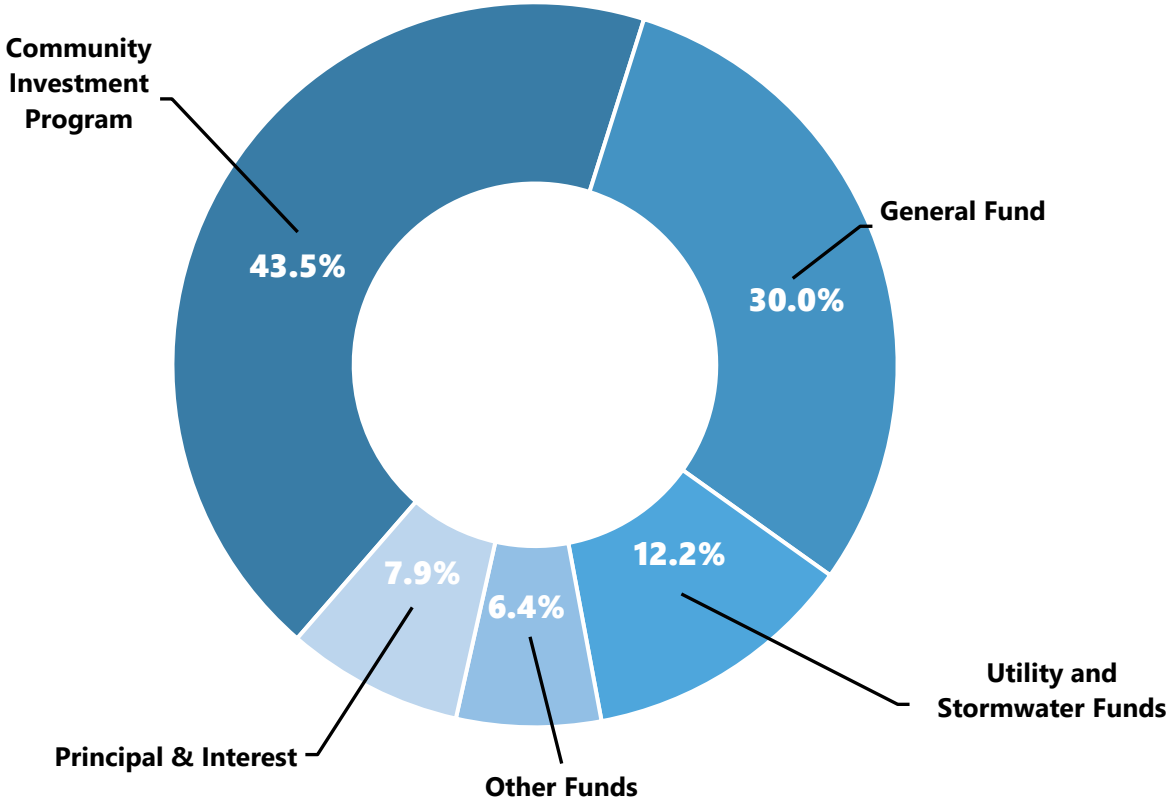
Laurie Hadley

Laurie Hadley, City Manager



Citywide Budget

The Fiscal Year 2024 Proposed Budget totals **$543.9 million.** The expenses are categorized in the chart below and are summarized in the pages that follow.



Proposed Property Tax Rate

The **proposed property tax rate** for FY 2024 is **$0.342000** per $100 of valuation, which is the same as the FY 2023 nominal rate.

- The proposed rate of $0.342000 is an increase of 2.6 cents or 8.1% above the no-new-revenue tax rate of $0.316334, which takes into account the 8.1% growth in existing property values from last year.
- New property valued at $609 million was added to the property tax roll since last year. This amount of new property will generate $2.1 million in additional property tax revenues for FY 2024.
- The City's tax rate is less than 20% of the average property owner's tax bill and continues to be among the lowest in Central Texas and the State.

The median taxable home value in Round Rock for FY 2024 is $363,396. An **owner of a median taxable value home will pay $104 per month** in City property taxes for next year. This increase pays for additional public safety positions with competitive salaries, as well as additional staffing for parks, library, and other departments.

Sales tax continues to be an important revenue thanks to the strong local economy. These **sales tax revenues help the property tax rate** as well.

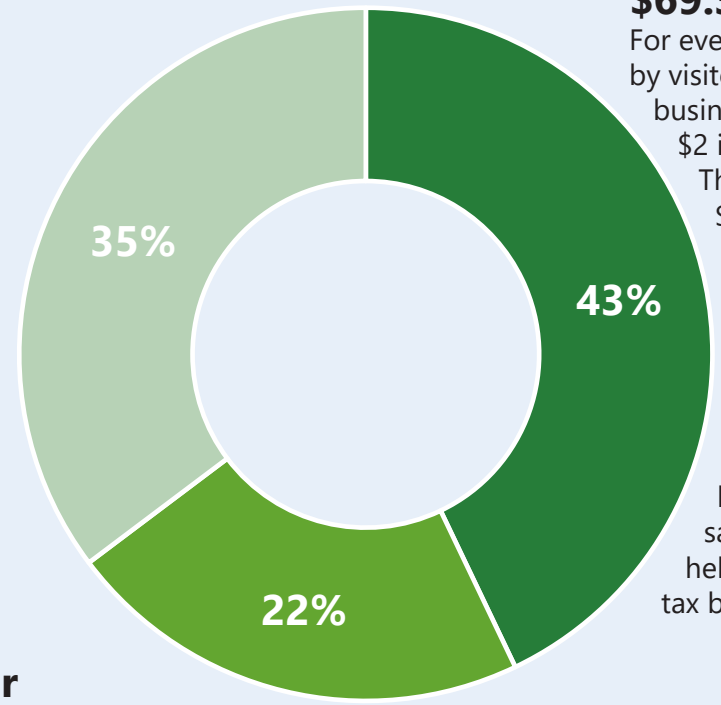
- Built into the 2% local option sales tax rate is a half-cent for property tax reduction.
- The half-cent sales tax reduces the property tax rate for FY 2024 by 12.3 cents. That saves the median homeowner $37 a month or 26% on their monthly City tax bill.

General Fund Revenues

The City's General Fund Revenues come from a wide variety of revenue sources. A more detailed look at the General Fund Revenues is available in the FY 2024 Budget Workshop on the City's website.

Property Tax $57.0M

The City's property taxes help cover many of our core services including police, fire, transportation, parks and recreation, and the library. Over the past five years, the City has opened four fire stations, added 32 new firefighters and staff, added 33 new police officers and staff, and has opened the new Public Safety Training Facility - all thanks in part to property tax revenues.



Sales Tax $69.3M

For every $100 in purchases by visitors, residents, and businesses, the City collects $2 in sales tax revenues. The General Fund gets $1.50 and the remaining 50 cents goes to the Type B Fund to pay for roads and economic development. Round Rock's unique mix of destination shopping and corporate headquarters generates sales tax revenues that help reduce the property tax burden.

Other Revenues $35.3M

Over 100 different revenue sources make up the remainder of General Fund revenues including fees for the City's many recreation programs, building permits, and other services. Some of these are large, like the Electric Franchise Tax revenues budgeted at $3.9 million and ARPA reimbursements budgeted at $2.0 million for FY 2024.

Property Tax Base

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay $31.9 million in City property taxes in FY 2024, just 20% of total General Fund revenues.

Taxable Property



Single Family Residential 92% | **Commercial** 8%

Taxable Value/Property Tax Revenue by Source



Single Family Residential 56% | **Commercial** 44%

General Fund Expenses

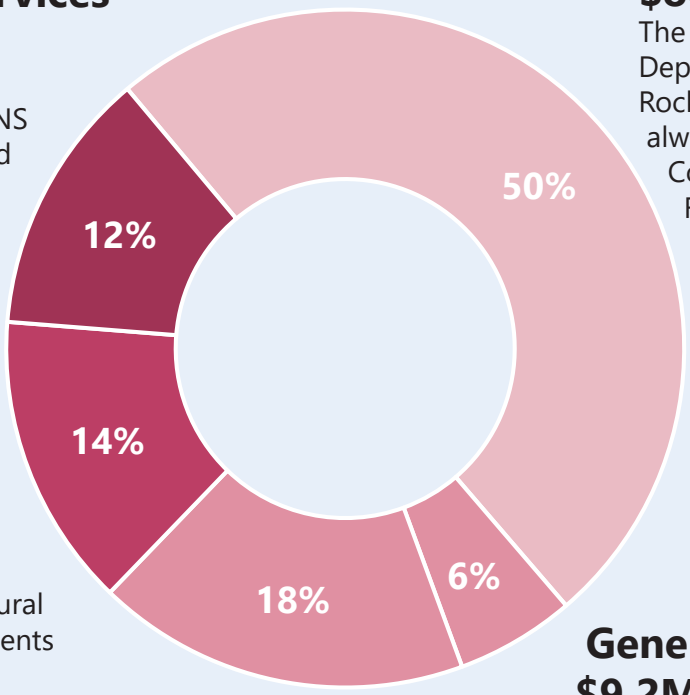
The City's General Fund operating expenses in the FY 2024 Proposed Budget total $161.6 million. A more detailed look at the General Fund Expenses is available in the FY 2024 Budget Workshop on the City website.

Transportation, Planning, and Community & Neighborhood Services
$20.4M

Transportation, Planning & Development Services, and C&NS are responsible for planning and managing the City's growth and quality. This includes economic development and neighborhood street maintenance.

Recreation & Culture
$22.7M

The Parks and Recreation and Library Departments offer the high-quality recreation and cultural services that Round Rock's residents have come to expect.



Public Safety
$80.5M

The Round Rock Police Department and the Round Rock Fire Department are always top priorities for City Council in prioritizing General Fund expenses. The police, fire, emergency medical, and Crisis Response Unit continue to make Round Rock one of the safest cities in the country.

Support Services
$28.8M

Support Services departments in the General Fund include Administration, Communications, HR, IT, and Finance. These departments provide support to all City divisions and functions across all funds.

General Services
$9.2M

The General Services Department is responsible for overseeing fleet operations, building construction, repair and maintenance of City facilities and will oversee many projects from the voter-approved 2023 GO Bonds.



Community Investment Program

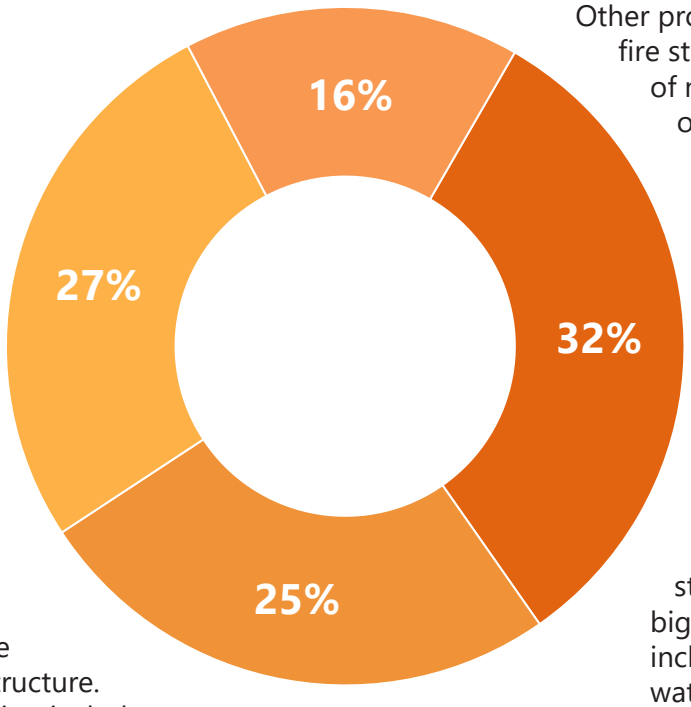
The City has a five-year capital plan that enables long-range, proactive planning for maintenance, improvements, and expansions to the City's infrastructure. The total cost of the capital plan included in the FY 2024 Proposed Budget over the next five years is **$1.0 billion.** With our conservative approach to financial planning, 46% of our planned capital projects will be debt-financed. **48% of the five-year capital plan will be cash funded**, while 6% will come from cost sharing with other local government partners.

Recreation and Culture $270.7

Extensions to the City's trail system are well underway. Many projects approved in the 2023 voter-approved GO Bonds will begin including the Old Settler's Rec Center, Rock N River improvements and the Sports Center expansion.

Other Projects $163.2M

Other projects include future fire stations, construction of new City facilities, and other necessary capital improvements.



Transportation $259.5M

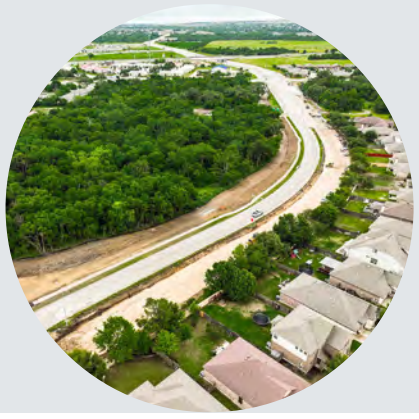
Road improvements and expansions will improve the City's transportation infrastructure. Major roadways for expansion include Kenney Fort Boulevard; sections of Gattis School Road, Red Bud Lane, Wyoming Springs, and County Road 112.

Utilities and Stormwater $325.6M

The water, wastewater, and stormwater systems have some big capital projects under way, including expansions to the regional water and wastewater systems.

Major Capital Projects

Projects	Estimated Completion Date	Total Project Cost
Parks, Rec & Sports Voter-Approved Bond Projects	TBD	230.0M
Public Safety Voter-Approved Bond Projects	TBD	44.0M
Griffith Building Remodel and Paseo	FY 2025	19.4M
Trail Expansions (Heritage East, Heritage West and Lake Creek)	FY 2025	39.4M
County Road 112 - AW Grimes to CR 110	FY 2026	35.5M
Gattis School Road - Segment 3	Fall 2026	28.0M
Gattis School Road - Segment 6	FY 2025	24.0M
Kenney Fort Boulevard Segment 4	Spring 2024	23.2M
Wyoming Springs Extension	FY 2026	23.7M
BCRUA Phase 2 Deep Water & Raw Waterline Construction	FY 2027	84.7M



Utilities and Stormwater

Round Rock operates water, wastewater, and stormwater systems that serve over 37,000 customers. **There are no rate increases for retail water, wastewater, or stormwater** for FY 2024.

Utility and Stormwater Funds Expenses

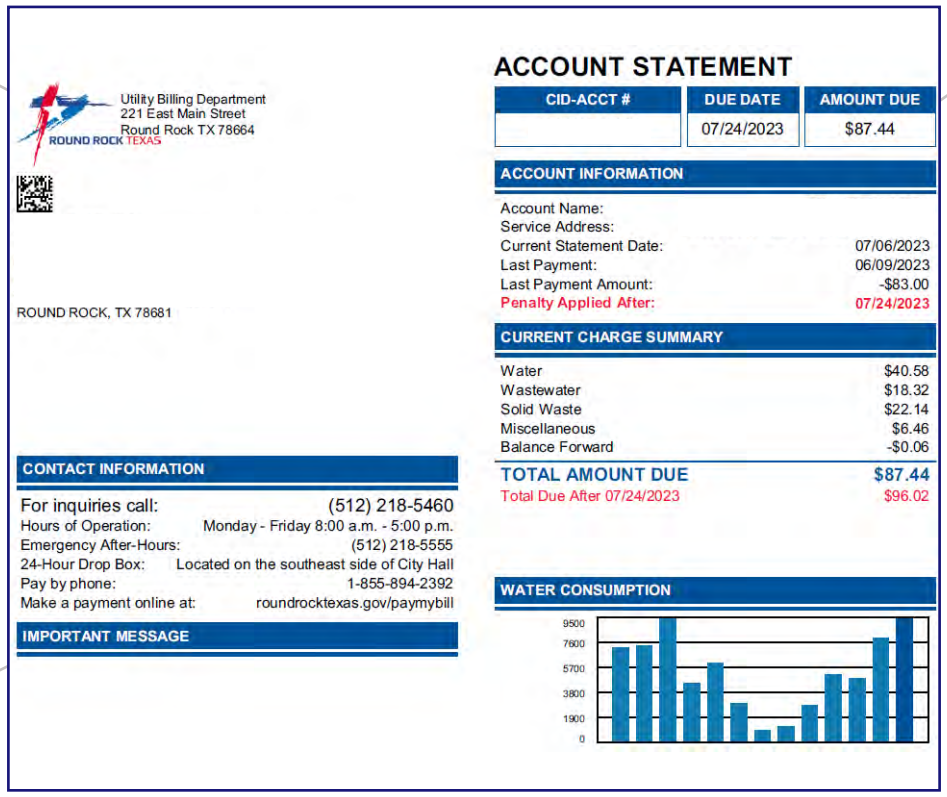


Water
$68.0M

The City provides water to over 150,000 people within the City limits and the surrounding area. The water system includes over 720 miles of water lines, 11 pumping stations, and 20 water tanks.



Stormwater
$10.6M



Utility Billing Department
221 East Main Street
Round Rock TX 78664
ROUND ROCK TEXAS

ROUND ROCK, TX 78681

ACCOUNT STATEMENT

CID-ACCT #	DUE DATE	AMOUNT DUE
	07/24/2023	$87.44

ACCOUNT INFORMATION

Account Name:	
Service Address:	
Current Statement Date:	07/06/2023
Last Payment:	06/09/2023
Last Payment Amount:	-$83.00
Penalty Applied After:	07/24/2023

CURRENT CHARGE SUMMARY

Water	$40.58
Wastewater	$18.32
Solid Waste	$22.14
Miscellaneous	$6.46
Balance Forward	-$0.06
TOTAL AMOUNT DUE	$87.44
Total Due After 07/24/2023	$96.02

CONTACT INFORMATION

For inquiries call:	(512) 218-5460
Hours of Operation:	Monday - Friday 8:00 a.m. - 5:00 p.m.
Emergency After-Hours:	(512) 218-5555
24-Hour Drop Box:	Located on the southeast side of City Hall
Pay by phone:	1-855-894-2392
Make a payment online at:	roundrocktexas.gov/paymybill

IMPORTANT MESSAGE

WATER CONSUMPTION



Wastewater
$27.6M

The City's wastewater system includes over 7,900 manholes, 495 miles of wastewater lines, 11 lift stations, a reuse water system, and two wastewater treatment plants.

The stormwater utility accounts for all aspects of the stormwater program associated with stormwater drainage, floodplain management, and water quality management.

Utility and Stormwater Revenues

Utility rates are structured to generate sufficient revenues to fully cover the operations, maintenance, and expansions to the water, wastewater, and stormwater systems.

Charges for Utility Services	$59.9 M
Impact Fees	8.0 M
ARPA Funding	14.6 M
Contracts & Other	42.0 M
Total Revenues	**$124.5 M**





Hotel Occupancy Tax & Sports Center (Venue Tax) Funds

Tourism is a big deal in Round Rock, especially for a City of our size. We have over 4,800 hotel rooms with another 119 under construction. Visitors come to Round Rock for the wide-range of indoor and outdoor sporting events held in the Sports Capital of Texas; for our destination-based retail including the Round Rock Premium Outlets; and for the variety of restaurants, outdoor adventures, and numerous major businesses. Visitors who come and stay overnight in a Round Rock hotel pay a 9% City occupancy tax that is split between our two tourism-related funds: the Hotel Occupancy Tax Fund (7%) and the Sports Center (Venue Tax) Fund (2%).

Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund has a FY 2024 Proposed Budget of $13 million which includes the Convention & Visitors Bureau, Arts, and Historic Preservation. The fund also supports the following attractions in Round Rock:



The **Dell Diamond**, opened in 2000, is consistently recognized as one of the best minor league stadiums in the U.S. and has one of the highest attendance rates.



The **Round Rock Multipurpose Complex** opened in May 2017. Since its inception it has hosted dozens of regional tournaments, national tournaments for U.S. Women's Lacrosse and Quidditch, and has been selected as the host for national tournaments of NIRSA National Flag Football Championships, NIRSA Soccer National Championships, and Big 12 Women's Soccer Championships.

Sports Center (Venue Tax) Fund

The Sports Center or Venue Tax Fund has a FY 2024 Proposed Budget of $8.2 million, which funds the Round Rock Sports Center, includes $2.3 million for capital improvements.



The 82,800 square foot **Round Rock Sports Center** opened in January 2014 and has since been the host of a multitude of sporting events as well as banquets, wedding expos, corporate meetings, and other events that bring visitors to Round Rock.

How to Become Involved in the Budget Process

The City of Round Rock values public participation in the budget and property tax rate setting process. There are opportunities for participation by attending public City Council meetings where the budget will be discussed as well as online engagement through Facebook, Twitter, and Nextdoor. The City also hosts public hearings, neighborhood, and community meetings throughout the year on targeted programs. The feedback from all of those meetings is important to the annual budget process.

Public Meetings & Hearings



- **August 10, 6:00pm - Council Meeting -** Council will take action to publish and propose a property tax rate for FY 2024 and formally set the date and time for the budget and tax rate public hearings.
- **August 24, 6:00pm - Council Meeting** - Council agenda will include public hearings for the budget and tax rate and first readings of the budget and tax rate ordinances.
- **September 14, 6:00pm - Council Meeting** - Council agenda will include the final adoption of the budget and tax rate ordinances, as well as the action to ratify the property tax rate.

Public hearings will be held at Round Rock City Hall, 221 E. Main Street

Online Engagement

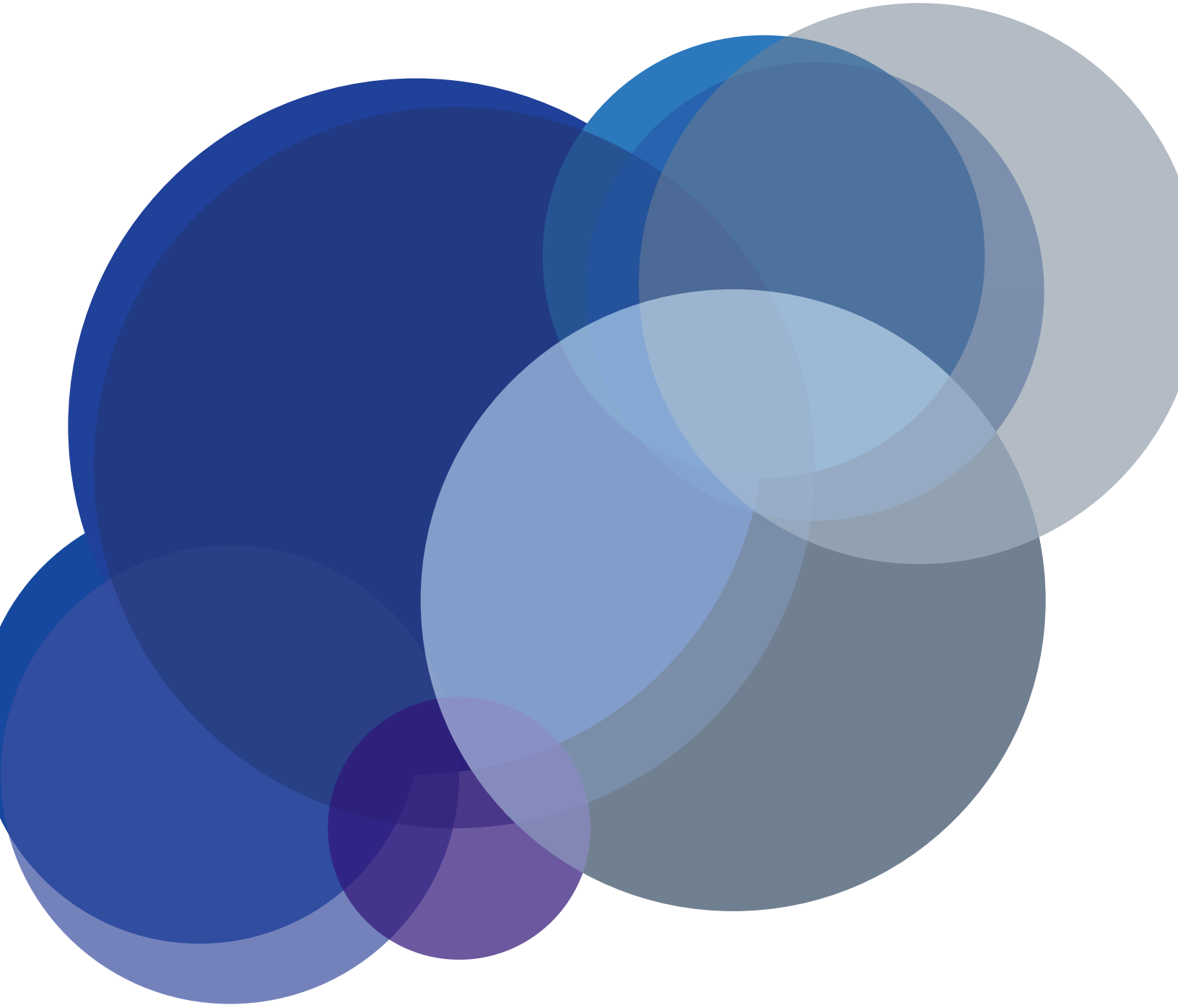


- The City always welcomes questions and comments through Facebook, Twitter, email, and the City's blog at **roundrocktexas.gov/blogs**.
- Stay tuned to the City's Facebook and Twitter feeds and the news archive on **roundrocktexas.gov/budget** for more information.

For more information on how the City's property taxes may impact you, go to:

- roundrocktexas.gov/budget
- williamsonpropertytaxes.org/tax
- travistaxes.com

A more detailed look at the
FY 2024 Proposed Budget
is available on the City's website at
roundrocktexas.gov/budget



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider public testimony regarding, and an ordinance adopting the 2023 Property Tax Rate for the City of Round Rock. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Exhibit B, FY 2024 One Pager, 2024 Budget in Brief

Department: Finance

Text of Legislative File 2023-256

This ordinance sets the ad valorem tax rate for the tax year 2023 (for Fiscal Year 2024). The rate is based on the net taxable property value at January 1, 2023, to assess taxes for collection during FY 2023-2024. **The proposed tax rate for the 2023 tax year is $0.342000 per $100 valuation.** The proposed rate will yield the tax revenues required to fund the FY 2023-2024 Annual Budget as proposed and presented to Council on July 27, 2023.

The 2023 proposed tax rate of $0.342000 exceeds the no new revenue tax rate of $0.316334. The increase in the proposed rate over the no new revenue rate is to provide additional funding for public safety positions with competitive salaries, as well as additional staffing for parks, library, and other departments. Under this proposal, total annual City taxes on the median taxable home value of $363,396 will be $1,243.
STATE LAW REQUIRES THAT THE MOTION TO ADOPT THE ORDINANCE BE STATED AS FOLLOWS:
"I move that the property tax rate be increased by the adoption of the tax rate of $0.342000, which is effectively a 8.1 percent increase in the tax rate."

Summary of Proposed Tax Rate:

Maintenance & Operations (M&O) portion	$0.238520

Debt Portion	$0.103480
Proposed 2023 Tax Rate	$0.342000
2022 Tax Rate	$0.342000
2023 No New Revenue Tax Rate	$0.316334
2023 Voter Approval Tax Rate	$0.344659

State law further requires that a tax rate above the no new revenue tax rate requires a 60% approval by the governing body. *For the City of Round Rock, that means five of seven council members must vote yes to approve this item.*
If the ordinance sets a tax rate that will impose an amount of taxes to fund M&O expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include specific wording in a specific format in the tax rate ordinance and on the website of the taxing unit.

The No New Revenue M&O rate for fiscal year 2023/24 is $0.207734 and the proposed M&O tax rate is $0.238520. Based on the proposed tax rate, the following statements must be included in the ordinance adopting the tax rate. These statements and calculations are required, but the net impact to a taxpayer is a 8.1 percent total increase.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 14.8 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $30.79.

A public hearing and first reading regarding the tax rate are being held on August 24, 2023. The tax rate is scheduled for a second reading and final adoption on September 14, 2023.
Additional information on the budget and this proposed tax rate are available on the City's website.

To ensure compliance with the Tax Code, additional statements have been included as attachments to this tax rate ordinance. Attached are:

- Form 50-856, which is the FY 2024 tax rate calculation worksheet certified to be accurate by Larry Gaddes, the Williamson County Tax Assessor-Collector (TAC), who serves as the City's TAC; and
- Form 50-882, which is required to certify the amount of additional sales and use tax revenue, if any, that will be used to pay debt service has been deducted from the total amount of debt in the tax rate calculations. City does not have sales tax revenue used for general obligation debt.

Staff recommends approval.

ORDINANCE NO. O-2023-256

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ROUND ROCK, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE TAX YEAR 2023.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the Tax Assessor-Collector for Williamson County, Texas acting as the designated officer for the City of Round Rock, Texas as defined by state law has heretofore certified, in accordance with sections 26.04(d-1, d-2, d-3) of the Texas Tax Code, that he has accurately calculated the tax rates and has used the values that are the same as the values shown in the taxing unit's certified appraisal roll in performing the calculations for tax year 2023, a copy of said certification being attached hereto as Exhibit "A"; and

That the Chief Financial Officer of the City of Round Rock, Texas, has heretofore submitted, in accordance with section 26.05(e-1) of the Texas Tax Code, a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount of debt in the tax rate calculations for tax year 2023, a copy of said certification being attached hereto as Exhibit "B"; and

II.

That there is hereby levied and there shall be collected for the maintenance and operation of the municipal government of the City of Round Rock, Texas, for the year 2023 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 23.8520 cents on each One Hundred Dollars ($100.00) valuation of property.

That there is hereby levied and there shall be collected for the City of Round Rock, Texas, to provide for Interest and Sinking Funds for the year 2023 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 10.3480 cents on each One Hundred Dollars ($100.00) valuation of property.

SUMMARY

Maintenance and operation of the Municipal Government	23.8520 cents
Interest and Sinking	10.3480 cents
Total Tax per $100.00 of valuation	34.2000 cents

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 14.8 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $30.79.

III.

All monies collected under this ordinance for the specific items herein named, be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and that the Assessor and Collector of Taxes, and the City Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and

the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2023.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2023.

_____
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

_____
MEAGAN SPINKS, City Clerk

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

EXHIBIT "A"

CITY OF ROUND ROCK

PROPERTY TAX CODE, SECTION 26.04
SUBMISSION OF TAX RATES

I, Larry Gaddes, Tax Assessor/Collector for Williamson County, do hereby submit to the governing body of your taxing jurisdiction the No-New-Revenue and Voter-Approval rate. The rates as reflected below are calculated by my office per Chapter 26 of the Texas Property Tax Code for tax year 2023.

NO-NEW-REVENUE TAX RATE: **$0.316334 / $100**

VOTER-APPROVAL TAX RATE: **$0.344659 / $100**

Larry Gaddes PCAC, CTA
Williamson County
Tax Assessor/Collector

8/3/2023
Date

412 Vance St, Ste 1
Taylor, TX 76574
Telephone : 512.352.4140

Property Tax Telephone : **512.943.1601**
www.wilcotx.gov/tax

2023 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Round Rock
Taxing Unit Name

(512) 218-5447
Phone *(area code and number)*

221 E Main Street, Round Rock, TX, 78664-5299
Taxing Unit's Address, City, State, ZIP Code

https://www.roundrocktexas.gov
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2022 total taxable value.** Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceil-ings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 19,054,016,703
2.	**2022 tax ceilings.** Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 0
3.	**Preliminary 2022 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 19,054,016,703
4.	**2022 total adopted tax rate.**		$ 0.342000/$100
5.	**2022 Taxable Value lost because court appeals of ARB decisions reduced 2022 appraised Value.**		
	A. **Original 2022 ARB values:**	$ 383,138,557	
	B. **2022 values resulting from final court decisions:**	- $ 350,631,085	
	C. **2022 value loss.** Subtract B from A.[3]		$ 32,507,472
6.	**2022 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2022 ARB certified value:**	$ 2,696,815,035	
	B. **2022 disputed value:**	- $ 192,726,779	
	C. **2022 undisputed value.** Subtract B from A.[4]		$ 2,504,088,256
7.	**2022 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 2,536,595,728

[1] Tex. Tax Code § 26.012(14)
[2] Tex. Tax Code § 26.012(14)
[3] Tex. Tax Code § 26.012(13)
[4] Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2022 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 21,590,612,431
9.	**2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022.** Enter the 2022 value of property in deannexed territory. [5]	$ 0
10.	**2022 taxable value lost because property first qualified for an exemption in 2023. If** the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2022 market value: $ 432,506 **B. Partial exemptions.** 2023 exemption amount or 2023 percentage exemption times 2022 value: + $ 14,788,761 **C. Value loss.** Add A and B. [6]	$ 15,221,267
11.	**2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023.** Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. **A. 2022 market value:** $ 0 **B. 2023 productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 15,221,267
13.	**2022 captured value of property in a TIF.** Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**2022 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 21,575,391,164
15.	**Adjusted 2022 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 73,787,837
16.	**Taxes refunded for years preceding tax year 2022.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. [9]	$ 371,716
17.	**Adjusted 2022 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 74,159,553
18.	**Total 2023 taxable value on the 2023 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** $ 23,799,091,856 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ 0 **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **D. Tax increment financing:** Deduct the 2023 captured appraised value of property taxable by a taxing unitin a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 0 **E. Total 2023 value.** Add A and B, then subtract C and D.	$ 23,799,091,856

[5] Tex. Tax Code § 26.012(15)
[6] Tex. Tax Code § 26.012(15)
[7] Tex. Tax Code § 26.012(15)
[8] Tex. Tax Code § 26.03(c)
[9] Tex. Tax Code § 26.012(13)
[10] Tex. Tax Code § 26.012(13)
[11] Tex. Tax Code § 26.012, 26.04(c-2)
[12] Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A. 2023 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 252,963,809 **B. 2023 value of properties not under protest or included on certified appraisal roll.** The chiefappraiser gives taxing units a list of those taxable properties that the chief appraiser knows about butare not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 252,963,809
20.	**2023 tax ceilings.** Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 0
21.	**2023 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 24,052,055,665
22.	**Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022.** Include both real and personal property. Enter the 2023 value of property in territory annexed. [18]	$ 2,483,118
23.	**Total 2023 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2023. [19]	$ 606,198,896
24.	**Total adjustments to the 2023 taxable value.** Add Lines 22 and 23.	$ 608,682,014
25.	**Adjusted 2023 taxable value.** Subtract Line 24 from Line 21.	$ 23,443,373,651
26.	**2023 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ 0.316334 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. [21]	$ 0.000000 /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2022 M&O tax rate.** Enter the 2022 M&O tax rate.	$ 0.224400 /$100
29.	**2022 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 21,590,612,431

[13] Tex. Tax Code § 26.01(c) and (d)
[14] Tex. Tax Code § 26.01(c)
[15] Tex. Tax Code § 26.01(d)
[16] Tex. Tax Code § 26.012(6)(B)
[17] Tex. Tax Code § 26.012(6)
[18] Tex. Tax Code § 26.012(17)
[19] Tex. Tax Code § 26.012(17)
[20] Tex. Tax Code § 26.04(c)
[21] Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	**Total 2022 M&O levy.** Multiply Line 28 by Line 29 and divide by $100	$ 48,449,334
31.	**Adjusted 2022 levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding tax year 2022.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + $ 250,612 **B.** **2022 taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. – $ 0 **C.** **2022 transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **2022 M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ 250,612 **E.** Add Line 30 to 31D.	$ 48,699,946
32.	**Adjusted 2023 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 23,443,373,651
33.	**2023 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.	$ 0.207734 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23] **If not applicable or less than zero, enter 0.** **A.** **2023 state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0 **B.** **2022 state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
35.	**Rate adjustment for indigent health care expenditures.** [24] **If not applicable or less than zero, enter 0.** **A.** **2023 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. $ 0 **B.** **2022 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. – $ 0 **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code § 26.044
[24] Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25] **If not applicable or less than zero, enter 0.**		
	A. **2023 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose	$ 0	
	B. **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county hospital expenditures.** [26] **If not applicable or less than zero, enter 0.**		
	A. **2023 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.	$ 0	
	B. **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.		
	A. **Amount appropriated for public safety in 2022.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	$ 0	
	B. **Expenditures for public safety in 2022.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
39.	**Adjusted 2023 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		$ 0.207734 /$100
40.	**Adjustment for 2022 sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.		
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	$ 29,036,909	
	B. Divide Line 40A by Line 32 and multiply by $100	$ 0.123859 /$100	
	C. Add Line 40B to Line 39.		$ 0.331593 /$100
41.	**2023 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		$ 0.343198 /$100

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2023 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.[27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ _____/$100
42.	**Total 2023 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.[28] Enter debt amount ..... $ 29,100,436 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 4,211,277 **E. Adjusted debt.** Subtract B, C and D from A.	$ 24,889,159
43.	**Certified 2022 excess debt collections.** Enter the amount certified by the collector.[29]	$ 0
44.	**Adjusted 2023 debt.** Subtract Line 43 from Line 42E.	$ 24,889,159
45.	**2023 anticipated collection rate.** **A.** Enter the 2023 anticipated collection rate certified by the collector.[30] ..... 100.00 % **B.** Enter the 2022 actual collection rate. ..... 99.64 % **C.** Enter the 2021 actual collection rate. ..... 99.70 % **D.** Enter the 2020 actual collection rate. ..... 99.55 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[31]	100.00 %
46.	**2023 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 24,889,159
47.	**2023 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 24,052,055,665
48.	**2023 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.103480 /$100
49.	**2023 voter-approval tax rate.** Add Lines 41 and 48.	$ 0.446678 /$100
D49.	***Disaster Line 49 (D49):* 2023 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ _____/$100

[27] Tex. Tax Code § 26.042(a)
[28] Tex. Tax Code § 26.012(7)
[29] Tex. Tax Code § 26.012(10) and 26.04(b)
[30] Tex. Tax Code § 26.04(b)
[31] Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	$0.000000 /$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2022 or in May 2023.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2022.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$29,647,592
53.	**2023 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$24,052,055,665
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$0.123264 /$100
55.	**2023 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$0.316334 /$100
56.	**2023 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2022 or in May 2023.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	$ _____/$100
57.	**2023 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$0.446678 /$100
58.	**2023 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$0.323414 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

Not Applicable

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ _____
60.	**2023 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ _____/$100
62.	**2023 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ _____/$100

[32] Tex. Tax Code § 26.041(d)
[33] Tex. Tax Code § 26.041(i)
[34] Tex. Tax Code § 26.041(d)
[35] Tex. Tax Code § 26.04(c)
[36] Tex. Tax Code § 26.04(c)
[37] Tex. Tax Code § 26.045(d)
[38] Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**Year 3 component.** Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67) ..... $ 0.363244 /$100	
	B. Unused increment rate (Line 66) ..... $ 0.029786 /$100	
	C. Subtract B from A ..... $ 0.333458 /$100	
	D. Adopted Tax Rate ..... $ 0.342000 /$100	
	E. Subtract D from C ..... $ -0.008541 /$100	
64.	**Year 2 component.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67) ..... $ 0.426786 /$100	
	B. Unused increment rate (Line 66) ..... $ 0.021650 /$100	
	C. Subtract B from A ..... $ 0.405136 /$100	
	D. Adopted Tax Rate ..... $ 0.397000 /$100	
	E. Subtract D from C ..... $ 0.008136 /$100	
65.	**Year 1 component.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65) ..... $ 0.460650 /$100	
	B. Unused increment rate (Line 64) ..... $ 0.000000 /$100	
	C. Subtract B from A ..... $ 0.460650 /$100	
	D. Adopted Tax Rate ..... $ 0.439000 /$100	
	E. Subtract D from C ..... $ 0.021650 /$100	
66.	**2023 unused increment rate.** Add Lines 63E, 64E and 65E.	$ 0.021245 /$100
67.	**Total 2023 voter-approval tax rate, including the unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ 0.344659 /$100

[39] Tex. Tax Code §26.013(a)
[40] Tex. Tax Code §26.013(c)
[41] Tex. Tax Code §§26.0501(a) and (c)
[42] Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code §26.063(a)(1)
[44] Tex. Tax Code §26.012(8-a)
[45] Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

Not Applicable

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2023 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ _____/$100
69.	**2023 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ _____/$100
71.	**2023 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ _____/$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ _____/$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

Not Applicable

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2022 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
74.	**Adjusted 2022 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. **- or -** If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2022 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ _____/$100
75.	**Increase in 2022 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ _____/$100
76.	**Adjusted 2022 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ _____
78.	**Adjusted 2023 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ _____/$100

[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)
[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	**2023 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ _____/$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.316334 /$100
As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate ..... $ 0.344659 /$100
As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate. ..... $ _____/$100
If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [50]

print here ▶ Larry Gaddes PCAC, CTA
Printed Name of Taxing Unit Representative

sign here ▶ 
Taxing Unit Representative

7/31/2023
Date

[50] Tex. Tax Code §§26.04(c-2) and (d-2)

EXHIBIT
"B"

Form 50-882

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of Williamson

Chief Financial Officer or Auditor: Susan Morgan, CPA

For the taxing unit: City of Round Rock

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Round Rock on 8/7/23.

Signature withheld for security purposes

Signature of Financial Officer or Auditor

CITY OF ROUND ROCK
ANNUAL BUDGET
FY 2023-2024



Components

- Total Citywide operating FY 2024 Budget is **$543.9 million**.
- The foundation of the annual budget process continues to be the 6 strategic goals updated and affirmed by the City Council each February.
- 1,175 full time employees continue to be dedicated to providing the highest level of customer service to the community, including **43 new positions** for FY 2024.
- $113.9 million in sales tax revenues that help fund the City's operations, transportation, and economic development projects.
- $81.9 million in property tax revenues that help fund core City services and debt service for fire, police, parks, library, and more.
- $24.1 billion in taxable assessed value, a sizable increase in new and existing property from FY 2023's $21.7 billion. This growth reveals that Round Rock remains a popular choice with continued residential and commercial growth.
- There are **no** retail water, wastewater, or stormwater **rate increases** for FY 2023/24.

Property Tax Information

The **proposed** property tax rate is an increase of 2.6 cents or 8.1%. This increase allows the City to provide funding for additional public safety positions with competitive salaries, as well as additional staffing for parks, library, and other departments.

$0.342	$363,396	$1,243
Proposed Tax Rate	Median Home Value	Median City Tax Bill

Taxable Value/Property Tax Revenue by Source

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay $31.9 million in City property taxes in FY 2024, just 20% of total General Fund revenues.



Single Family Residential 56% | Commercial 44%

The proposed tax rate of $0.342 remains among the lowest in Central Texas.

Highlights for FY 2023/2024

- The City is well underway with projects approved by voters in May 2023, **setting the scene for success.**
- Significant engineering and design work for bond projects in **Old Settlers Park** will be done in 2024.
- **Parks** will continue construction work on the **Heritage and Lake Creek Trails**, design and develop the **Downtown Parks,** and make improvements to **Rock Hollow Park.** The historic **Stagecoach Inn** will also receive additional restoration work.
- With the 2023 voter-approved bonds, the **Sports Center expansion** is in the design phase, while **Fire Station 1** is under construction and expected to be complete in June 2024.
- The design and remodel of the **Griffith Building** and development of the **Paseo in Downtown** will connect City Hall and Prete Plaza to the newly-opened Library.
- Round Rock will spend **$105.3 million on its major road expansion program, *Driving Progress***, with major construction underway including *Kenney Fort Blvd.*; sections of *Gattis School Road, Red Bud Lane*, and *Wyoming Springs*. The master plan for **Driving Progress Phase 2** will be completed to meet ongoing traffic needs.
- Public safety services includes **6 new firefighters**, **5 civilian police staff**, along with facility and software improvements.
- The City's $127M **system improvements and expansion** at the Brushy Creek Regional Wastewater System plant will be completed in early FY 2023/24.
- One of the City's two major water treatment plants, **Brushy Creek Regional Utility Authority,** will begin Phase 1D to **expand water capacity** from 8.7 MGD to 11 MGD and is expected to be completed in late 2024.

Public Meetings & Hearings

August 10, 6:00pm - Council Meeting
- Action to publish and propose max tax rate and to set public hearings

August 24, 6:00pm - Council Meeting
- Budget - Public hearing and first reading of ordinance
- Tax Rate - Public hearing and first reading of ordinance

September 14, 6:00pm - Council Meeting
- Budget - Final adoption
- Tax Rate - Final adoption

Public meetings and hearings held at:
City of Round Rock Council Chambers, 221 E. Main Street

CITY OF ROUND ROCK

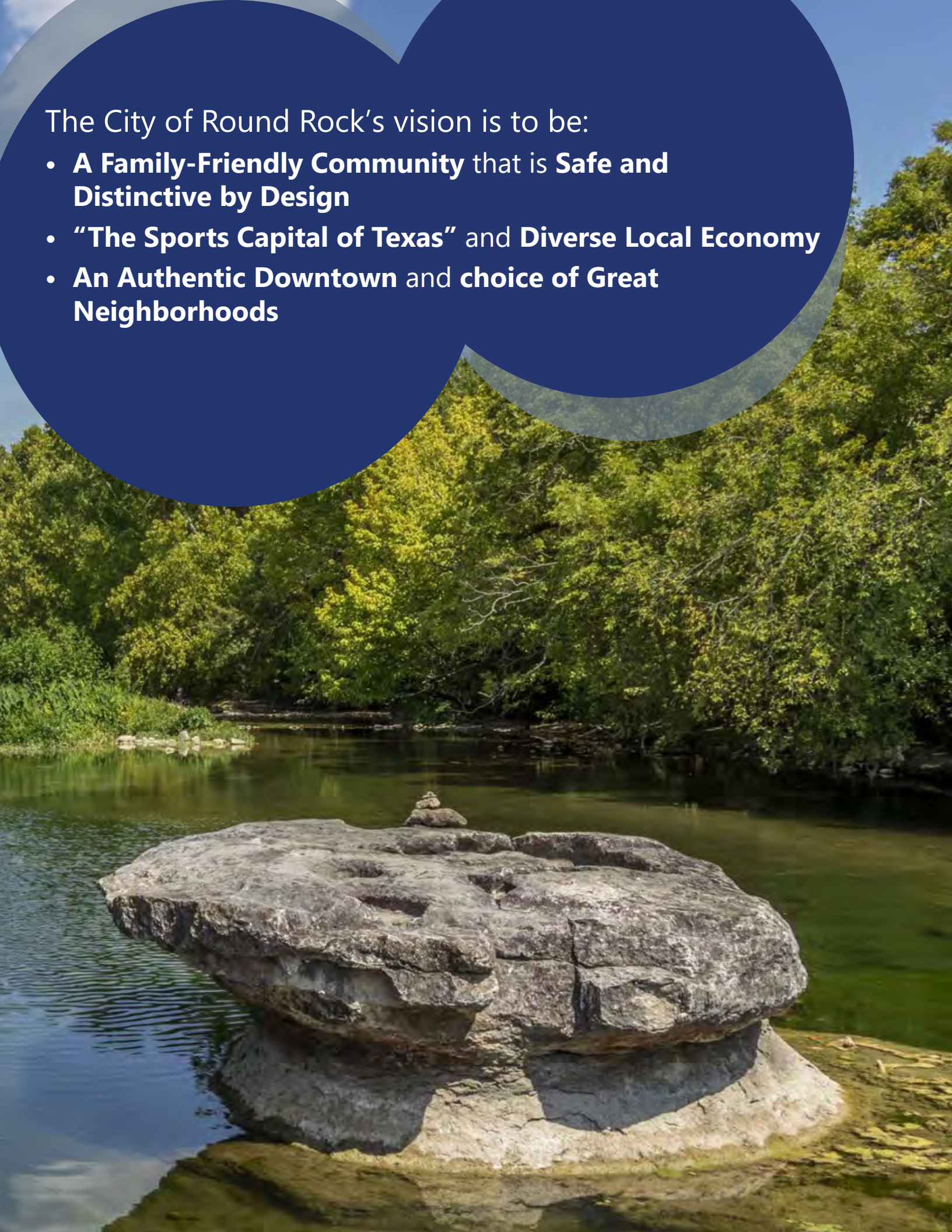
BUDGET IN BRIEF

FY 2023-2024



ROUND ROCK
TEXAS

SETTING the SCENE for SUCCESS



The City of Round Rock's vision is to be:

- **A Family-Friendly Community** that is **Safe and Distinctive by Design**
- **"The Sports Capital of Texas"** and **Diverse Local Economy**
- **An Authentic Downtown** and **choice of Great Neighborhoods**

Introduction

Dear Round Rock Residents,
I am pleased to present the City of Round Rock's Proposed Budget for fiscal year October 1, 2023 through September 30, 2024. This budget contains spending plans and revenue estimates for all City funds. This document and our ongoing discussions exemplifies a commitment to maintaining service quality, driven by the Council's vision to keep Round Rock among the top cities in the nation. Round Rock thrives due to our resilient spirit and smart long-term planning. We are on the right path, and I am continually amazed by our community's ability to do good things in the face of any challenge.

Strategic Priorities
In February 2023, the City Council affirmed Round Rock's 6 strategic goals. The total proposed budget of **$543.9 million** is focused on furthering these goals listed below:

Strategic Goals for FY 2024



Financially Sound City Providing High Value Services



"The Sports Capital of Texas" for Tourism and Residents



City Infrastructure: Today and for Tomorrow



Authentic Downtown - Exciting Community Destination



Great Community to Live



Sustainable Neighborhoods - Old and New

The City's most recent biennial citizen survey highlighted that traffic and transportation continues to be a top concern of our community. While major improvements to IH-35, SH 45, and US 79 remain under the jurisdiction of TxDOT and outside the scope of our City budget, this adopted budget does include significant funding for improvements to the City's transportation network that will provide relief to our residents. Some of these improvements include:

- Continued annual funding for **neighborhood street maintenance** with $4.3 million for FY 2024. Since 2015, the City has allocated $41 million to maintain neighborhood streets.
- Continued significant work on the road expansion program, **Driving Progress,** with major construction underway on sections of **Kenney Fort Boulevard**; and expected to begin sections of **Gattis School Road, County Road 112, Red Bud Lane**, and **Wyoming Springs.**

Introduction

The City continues to invest in the **historic downtown and culture** in FY 2024 with new facilities and upgraded infrastructure in the heart of our community. Some of these upgrades include:

- **Remodel of the Griffith Building & Paseo** to house the Round Rock Chamber, Convention & Visitor Bureau and the Downtowner Gallery.
- Addition of **park land and trail connectivity** situated along **Brushy Creek** on the north side of **Downtown**

Round Rock's **recreation and park** amenities set our City apart from many municipalities. The FY 2024 Proposed Budget includes funding for improvements and connections to these amenities that will continue to make Round Rock distinctive. Some of these improvements and connections include:

- **Trail connectivity.** Significant work is underway on **Heritage Trail East and West,** along with **Lake Creek Trail.** This proposed budget includes the funding necessary to complete connection of our major trail systems along the east and west corridor to provide a continuous trail experience across our City.
- Continued funding of our ever **popular, family-friendly events** including the **Fourth of July Parade, Hometown Holiday Lights, Light up the Lake, Music on Main, Chalk Walk** and more. Funding is also included for **Behrens Ranch Nature Park, Settlement Park** and **Rock Hollow Park** improvements.

Round Rock's widely popular **recreation and culture** programs have seen a large increase in participation and attendance. To keep the high-value programs and events provided to our citizens, this year's proposed budget includes **12.25 new employees** to join their teams. Of that total, 8.25 employees will assist the new **Round Rock Public Library** and their expanded services. The remainder will join the City's award-winning **Parks & Recreation Department.**

Public Safety remains a top priority for the City Council and Round Rock consistently ranks as one of the safest cities in the nation. This proposed budget also includes funding for several initiatives to secure the highest level of public safety for years to come with 12 total new positions, including:

- A new **Squad Staff** consisting of **six new firefighters** aimed to facilitate shorter response times to medical calls and one **Fire Reduction Support Technician** to keep up with the growing demand of services provided by the Community Risk Reduction program.
- One **Dispatch Supervisor** to assist with the increased call volume, one **Animal Control Officer** to keep up with the demand for services, and **three additional administrative positions** to keep up with the City's rapid growth

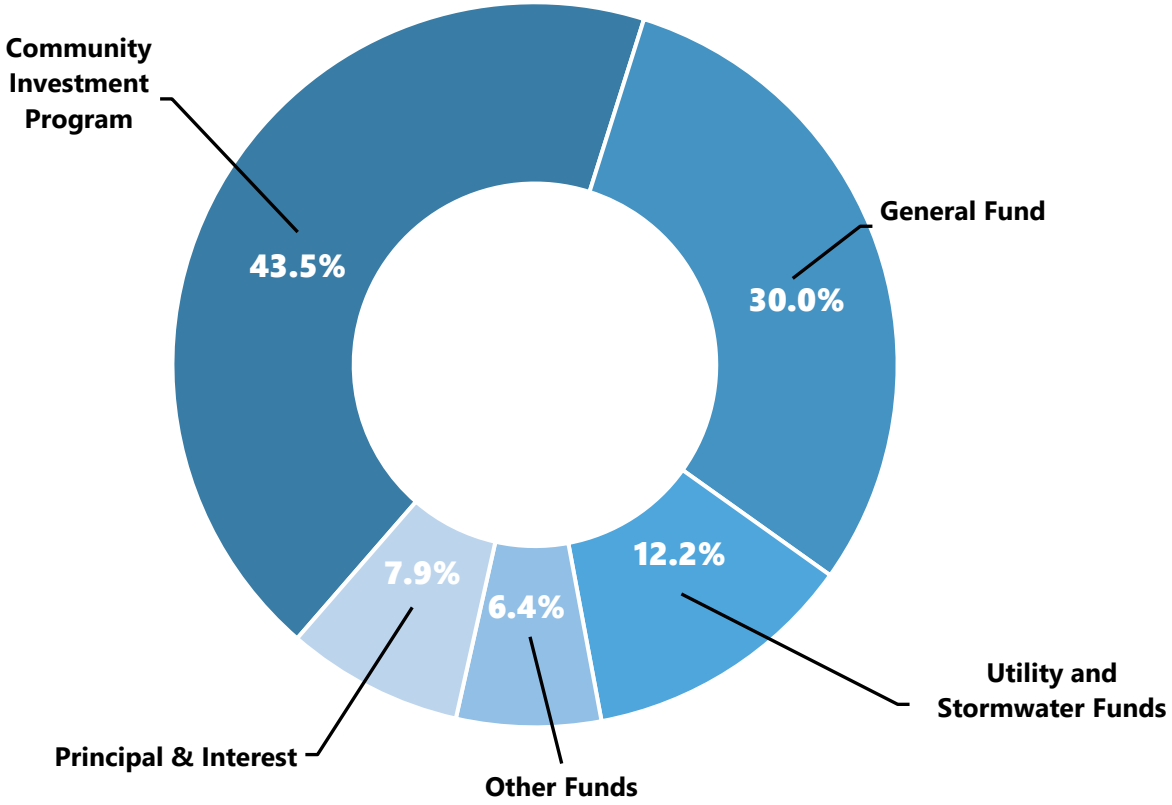
Laurie Hadley

Laurie Hadley, City Manager



Citywide Budget

The Fiscal Year 2024 Proposed Budget totals **$543.9 million.** The expenses are categorized in the chart below and are summarized in the pages that follow.



Proposed Property Tax Rate

The **proposed property tax rate** for FY 2024 is **$0.342000** per $100 of valuation, which is the same as the FY 2023 nominal rate.

- The proposed rate of $0.342000 is an increase of 2.6 cents or 8.1% above the no-new-revenue tax rate of $0.316334, which takes into account the 8.1% growth in existing property values from last year.
- New property valued at $609 million was added to the property tax roll since last year. This amount of new property will generate $2.1 million in additional property tax revenues for FY 2024.
- The City's tax rate is less than 20% of the average property owner's tax bill and continues to be among the lowest in Central Texas and the State.

The median taxable home value in Round Rock for FY 2024 is $363,396. An **owner of a median taxable value home will pay $104 per month** in City property taxes for next year. This increase pays for additional public safety positions with competitive salaries, as well as additional staffing for parks, library, and other departments.

Sales tax continues to be an important revenue thanks to the strong local economy. These **sales tax revenues help the property tax rate** as well.

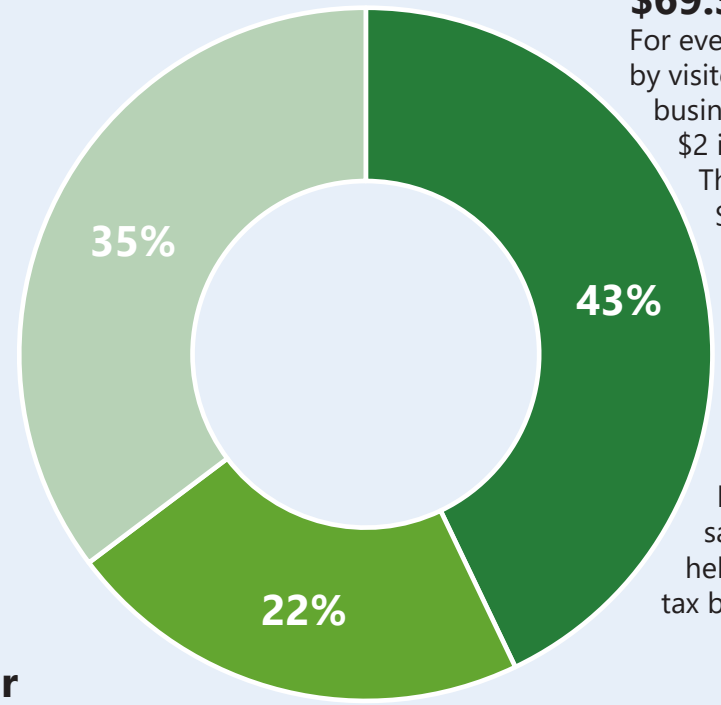
- Built into the 2% local option sales tax rate is a half-cent for property tax reduction.
- The half-cent sales tax reduces the property tax rate for FY 2024 by 12.3 cents. That saves the median homeowner $37 a month or 26% on their monthly City tax bill.

General Fund Revenues

The City's General Fund Revenues come from a wide variety of revenue sources. A more detailed look at the General Fund Revenues is available in the FY 2024 Budget Workshop on the City's website.

Property Tax $57.0M

The City's property taxes help cover many of our core services including police, fire, transportation, parks and recreation, and the library. Over the past five years, the City has opened four fire stations, added 32 new firefighters and staff, added 33 new police officers and staff, and has opened the new Public Safety Training Facility - all thanks in part to property tax revenues.



Sales Tax $69.3M

For every $100 in purchases by visitors, residents, and businesses, the City collects $2 in sales tax revenues. The General Fund gets $1.50 and the remaining 50 cents goes to the Type B Fund to pay for roads and economic development. Round Rock's unique mix of destination shopping and corporate headquarters generates sales tax revenues that help reduce the property tax burden.

Other Revenues $35.3M

Over 100 different revenue sources make up the remainder of General Fund revenues including fees for the City's many recreation programs, building permits, and other services. Some of these are large, like the Electric Franchise Tax revenues budgeted at $3.9 million and ARPA reimbursements budgeted at $2.0 million for FY 2024.

Property Tax Base

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay $31.9 million in City property taxes in FY 2024, just 20% of total General Fund revenues.

Taxable Property



Single Family Residential 92% | **Commercial** 8%

Taxable Value/Property Tax Revenue by Source



Single Family Residential 56% | **Commercial** 44%

General Fund Expenses

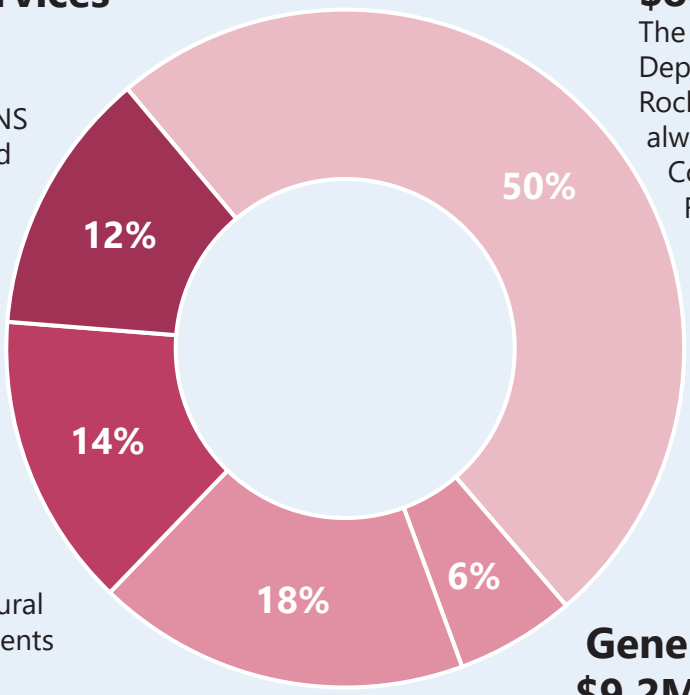
The City's General Fund operating expenses in the FY 2024 Proposed Budget total $161.6 million. A more detailed look at the General Fund Expenses is available in the FY 2024 Budget Workshop on the City website.

Transportation, Planning, and Community & Neighborhood Services
$20.4M

Transportation, Planning & Development Services, and C&NS are responsible for planning and managing the City's growth and quality. This includes economic development and neighborhood street maintenance.

Recreation & Culture
$22.7M

The Parks and Recreation and Library Departments offer the high-quality recreation and cultural services that Round Rock's residents have come to expect.



Public Safety
$80.5M

The Round Rock Police Department and the Round Rock Fire Department are always top priorities for City Council in prioritizing General Fund expenses. The police, fire, emergency medical, and Crisis Response Unit continue to make Round Rock one of the safest cities in the country.

Support Services
$28.8M

Support Services departments in the General Fund include Administration, Communications, HR, IT, and Finance. These departments provide support to all City divisions and functions across all funds.

General Services
$9.2M

The General Services Department is responsible for overseeing fleet operations, building construction, repair and maintenance of City facilities and will oversee many projects from the voter-approved 2023 GO Bonds.



Community Investment Program

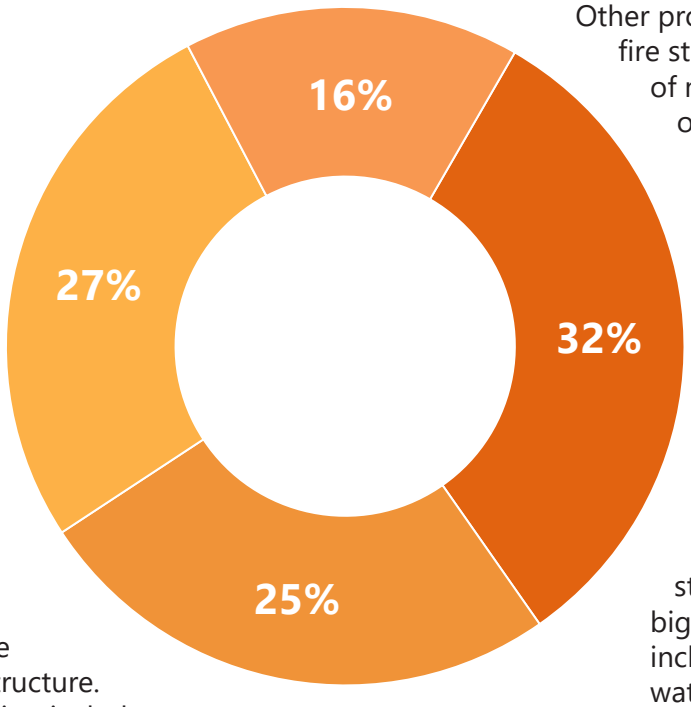
The City has a five-year capital plan that enables long-range, proactive planning for maintenance, improvements, and expansions to the City's infrastructure. The total cost of the capital plan included in the FY 2024 Proposed Budget over the next five years is **$1.0 billion.** With our conservative approach to financial planning, 46% of our planned capital projects will be debt-financed. **48% of the five-year capital plan will be cash funded**, while 6% will come from cost sharing with other local government partners.

Recreation and Culture $270.7

Extensions to the City's trail system are well underway. Many projects approved in the 2023 voter-approved GO Bonds will begin including the Old Settler's Rec Center, Rock N River improvements and the Sports Center expansion.

Other Projects $163.2M

Other projects include future fire stations, construction of new City facilities, and other necessary capital improvements.



Transportation $259.5M

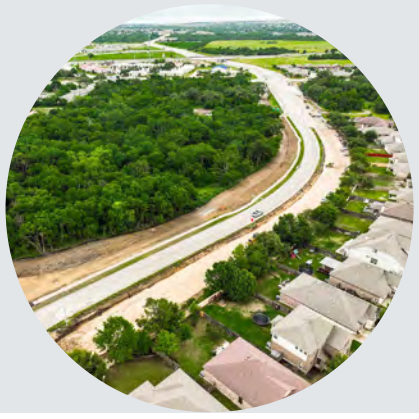
Road improvements and expansions will improve the City's transportation infrastructure. Major roadways for expansion include Kenney Fort Boulevard; sections of Gattis School Road, Red Bud Lane, Wyoming Springs, and County Road 112.

Utilities and Stormwater $325.6M

The water, wastewater, and stormwater systems have some big capital projects under way, including expansions to the regional water and wastewater systems.

Major Capital Projects

Projects	Estimated Completion Date	Total Project Cost
Parks, Rec & Sports Voter-Approved Bond Projects	TBD	230.0M
Public Safety Voter-Approved Bond Projects	TBD	44.0M
Griffith Building Remodel and Paseo	FY 2025	19.4M
Trail Expansions (Heritage East, Heritage West and Lake Creek)	FY 2025	39.4M
County Road 112 - AW Grimes to CR 110	FY 2026	35.5M
Gattis School Road - Segment 3	Fall 2026	28.0M
Gattis School Road - Segment 6	FY 2025	24.0M
Kenney Fort Boulevard Segment 4	Spring 2024	23.2M
Wyoming Springs Extension	FY 2026	23.7M
BCRUA Phase 2 Deep Water & Raw Waterline Construction	FY 2027	84.7M



Utilities and Stormwater

Round Rock operates water, wastewater, and stormwater systems that serve over 37,000 customers. **There are no rate increases for retail water, wastewater, or stormwater** for FY 2024.

Utility and Stormwater Funds Expenses

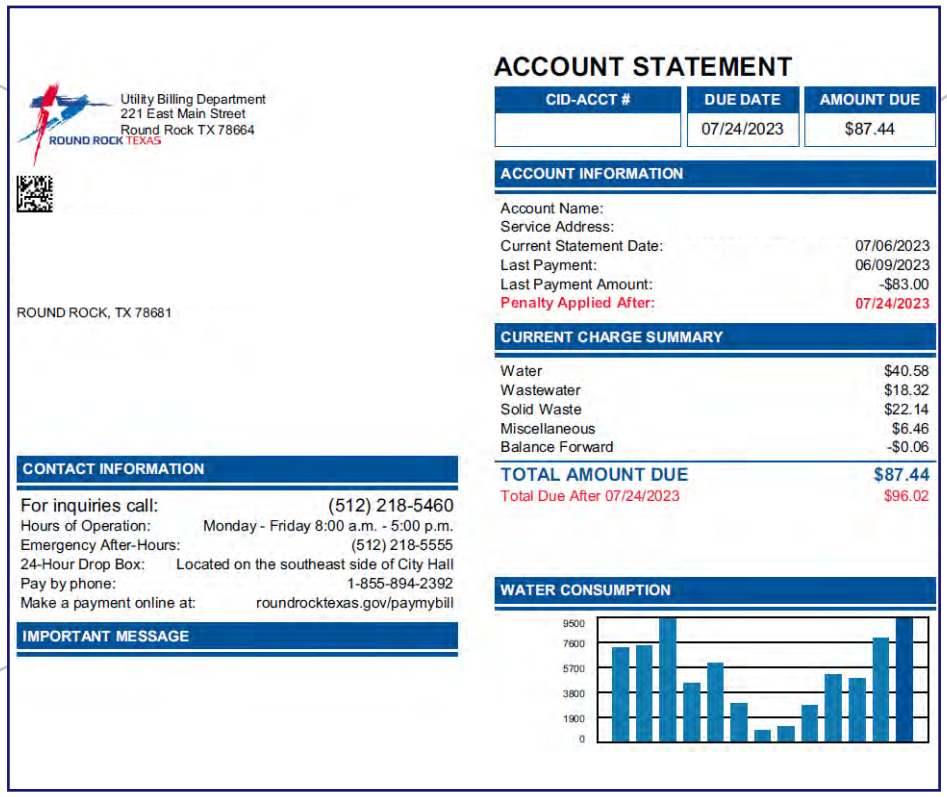


Water
$68.0M

The City provides water to over 150,000 people within the City limits and the surrounding area. The water system includes over 720 miles of water lines, 11 pumping stations, and 20 water tanks.



Stormwater
$10.6M



Utility Billing Department
221 East Main Street
Round Rock TX 78664
ROUND ROCK TEXAS

ROUND ROCK, TX 78681

ACCOUNT STATEMENT

CID-ACCT #	DUE DATE	AMOUNT DUE
	07/24/2023	$87.44

ACCOUNT INFORMATION

Account Name:	
Service Address:	
Current Statement Date:	07/06/2023
Last Payment:	06/09/2023
Last Payment Amount:	-$83.00
Penalty Applied After:	07/24/2023

CURRENT CHARGE SUMMARY

Water	$40.58
Wastewater	$18.32
Solid Waste	$22.14
Miscellaneous	$6.46
Balance Forward	-$0.06
TOTAL AMOUNT DUE	$87.44
Total Due After 07/24/2023	$96.02

CONTACT INFORMATION

For inquiries call:	(512) 218-5460
Hours of Operation:	Monday - Friday 8:00 a.m. - 5:00 p.m.
Emergency After-Hours:	(512) 218-5555
24-Hour Drop Box:	Located on the southeast side of City Hall
Pay by phone:	1-855-894-2392
Make a payment online at:	roundrocktexas.gov/paymybill

IMPORTANT MESSAGE

WATER CONSUMPTION



Wastewater
$27.6M

The City's wastewater system includes over 7,900 manholes, 495 miles of wastewater lines, 11 lift stations, a reuse water system, and two wastewater treatment plants.

The stormwater utility accounts for all aspects of the stormwater program associated with stormwater drainage, floodplain management, and water quality management.

Utility and Stormwater Revenues

Utility rates are structured to generate sufficient revenues to fully cover the operations, maintenance, and expansions to the water, wastewater, and stormwater systems.

Charges for Utility Services	$59.9 M
Impact Fees	8.0 M
ARPA Funding	14.6 M
Contracts & Other	42.0 M
Total Revenues	**$124.5 M**





Hotel Occupancy Tax & Sports Center (Venue Tax) Funds

Tourism is a big deal in Round Rock, especially for a City of our size. We have over 4,800 hotel rooms with another 119 under construction. Visitors come to Round Rock for the wide-range of indoor and outdoor sporting events held in the Sports Capital of Texas; for our destination-based retail including the Round Rock Premium Outlets; and for the variety of restaurants, outdoor adventures, and numerous major businesses. Visitors who come and stay overnight in a Round Rock hotel pay a 9% City occupancy tax that is split between our two tourism-related funds: the Hotel Occupancy Tax Fund (7%) and the Sports Center (Venue Tax) Fund (2%).

Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund has a FY 2024 Proposed Budget of $13 million which includes the Convention & Visitors Bureau, Arts, and Historic Preservation. The fund also supports the following attractions in Round Rock:



The **Dell Diamond**, opened in 2000, is consistently recognized as one of the best minor league stadiums in the U.S. and has one of the highest attendance rates.



The **Round Rock Multipurpose Complex** opened in May 2017. Since its inception it has hosted dozens of regional tournaments, national tournaments for U.S. Women's Lacrosse and Quidditch, and has been selected as the host for national tournaments of NIRSA National Flag Football Championships, NIRSA Soccer National Championships, and Big 12 Women's Soccer Championships.

Sports Center (Venue Tax) Fund

The Sports Center or Venue Tax Fund has a FY 2024 Proposed Budget of $8.2 million, which funds the Round Rock Sports Center, includes $2.3 million for capital improvements.



The 82,800 square foot **Round Rock Sports Center** opened in January 2014 and has since been the host of a multitude of sporting events as well as banquets, wedding expos, corporate meetings, and other events that bring visitors to Round Rock.

How to Become Involved in the Budget Process

The City of Round Rock values public participation in the budget and property tax rate setting process. There are opportunities for participation by attending public City Council meetings where the budget will be discussed as well as online engagement through Facebook, Twitter, and Nextdoor. The City also hosts public hearings, neighborhood, and community meetings throughout the year on targeted programs. The feedback from all of those meetings is important to the annual budget process.

Public Meetings & Hearings



- **August 10, 6:00pm - Council Meeting -** Council will take action to publish and propose a property tax rate for FY 2024 and formally set the date and time for the budget and tax rate public hearings.
- **August 24, 6:00pm - Council Meeting** - Council agenda will include public hearings for the budget and tax rate and first readings of the budget and tax rate ordinances.
- **September 14, 6:00pm - Council Meeting** - Council agenda will include the final adoption of the budget and tax rate ordinances, as well as the action to ratify the property tax rate.

Public hearings will be held at Round Rock City Hall, 221 E. Main Street

Online Engagement

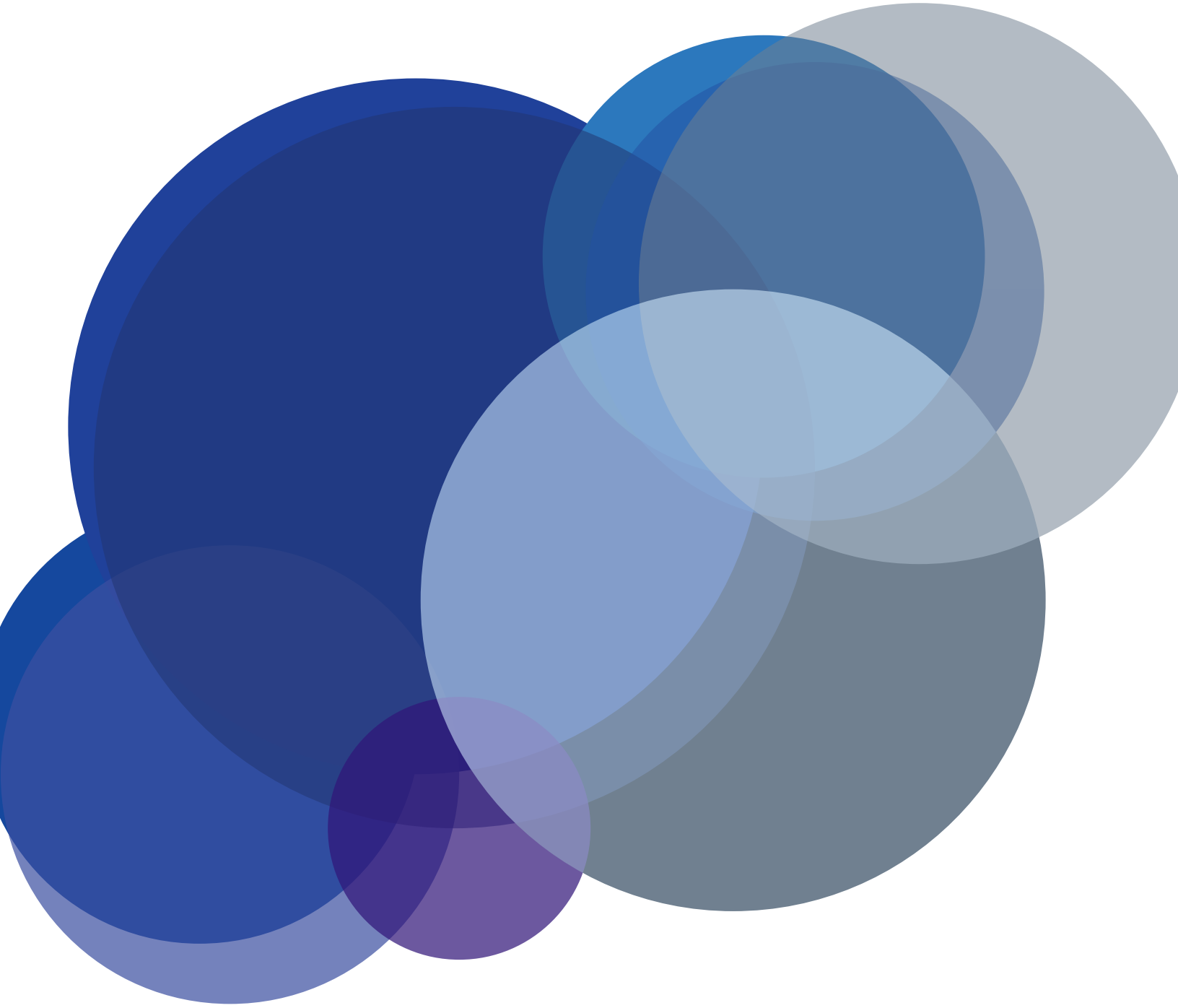


- The City always welcomes questions and comments through Facebook, Twitter, email, and the City's blog at **roundrocktexas.gov/blogs**.
- Stay tuned to the City's Facebook and Twitter feeds and the news archive on **roundrocktexas.gov/budget** for more information.

For more information on how the City's property taxes may impact you, go to:

- roundrocktexas.gov/budget
- williamsonpropertytaxes.org/tax
- travistaxes.com

A more detailed look at the
FY 2024 Proposed Budget
is available on the City's website at
roundrocktexas.gov/budget



City of Round Rock

Agenda Item Summary

Agenda Number: J.3

Title: Consider ratifying the property tax increase reflected in the FY 2023-2024 Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance

Text of Legislative File 2023-261

Section 102.007(c) of the Local Government Code requires a governing body that adopts a budget which raises more revenue from property taxes than in the previous year to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

This action ratifies and acknowledges that the adoption of the Fiscal Year 2023-2024 Annual Budget raises more revenue from property taxes than in the previous year. This budget will raise more total property taxes than last year's budget by $6,941,100 which is a 9.3 percent increase from last year's budget. The additional property tax revenues include $2,081,692 from new property added to the tax roll this year and $4,859,408 from the property tax rate increase over the no new revenue rate .

City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 16 Brenda Lane, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 9/14/2023

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-23-0841