



# 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

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Thursday, July 13, 2023

6:00 PM

City Council Chambers, 221 East Main St.

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**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 October 6, 2023 as "Cerebral Palsy Awareness Day" in the City of Round Rock.](#)

**F. STAFF PRESENTATIONS:**

F.1 [Consider a presentation and department update from the Police Department.](#)

**G. APPROVAL OF MINUTES:**

G.1 [Consider approval of the minutes for the June 22, 2023 City Council meeting.](#)

**H. RESOLUTIONS:**

- H.1 [Consider public testimony regarding, and a resolution approving the City of Round Rock CDBG 2023-2024 Annual Action Plan and authorizing the Mayor to execute all related applications, certifications, and the subsequent Funding/Approval Agreement with HUD.](#)
- H.2 [Consider a resolution expressing official intent to reimburse certain project expenditures for parks, roads, facilities and public safety.](#)
- H.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Dana Safety Supply, Inc. for the purchase of public safety and firehouse supplies and equipment.](#)
- H.4 [Consider a resolution authorizing the Mayor to execute an Agreement with ABC Home and Commercial Services for pest control services.](#)
- H.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Pestmaster Services of Austin for pest control services.](#)
- H.6 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Austin Environmental, Inc. for asbestos testing and inspection services.](#)
- H.7 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM Technical Services, Inc. for the Water Treatment Plant Miscellaneous Improvements Project.](#)
- H.8 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 6 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project.](#)
- H.9 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y dba STV Infrastructure for the Kenney Fort Blvd. Seg. 5 & 6 Project.](#)
- H.10 [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.097 acre parcel owned by Terrill G. Sladek for the Red Bud South Project.](#)
- H.11 [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.078 acre parcel and 0.045 acre drainage easement from property owned by The Jack J. Zajicek and Velma C. Zajicek Revocable Living Trust required for the Red Bud South Project.](#)

**I. ORDINANCES:**

- I.1 [Consider public testimony regarding, and an ordinance approving an amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow mixed-use development on 0.91 acres located on the south side of Gattis School Road and east of Mays Street. \(First Reading\)\\*](#)
- I.2 [Consider public testimony regarding, and an ordinance rezoning 0.91 acres located on the south side of Gattis School Road and east of Mays Street from the SF-2 \(Single-Family - Standard Lot\) zoning district to MU-R \(Mixed-Use Redevelopment and Small Lot\). \(First Reading\)\\*](#)

**J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST****K. ADJOURNMENT**

*\*Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

*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 7th day of July 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**

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**Title:** Consider proclaiming October 6, 2023 as "Cerebral Palsy Awareness Day" in the City of Round Rock.

**Type:** Proclamation

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File TMP-23-0529**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

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**Title:** Consider a presentation and department update from the Police Department.

**Type:** City Council Presentation

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Allen Banks, Police Chief

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Police Department

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**Text of Legislative File TMP-23-0269**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider approval of the minutes for the June 22, 2023 City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:** 062223 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File TMP-23-0559**



# City of Round Rock

## Meeting Minutes - Draft

### City Council

Thursday, June 22, 2023

#### A. CALL MEETING TO ORDER

*The Round Rock City Council met in Regular Session on June 22, 2023 in the Council Chambers, located at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:08 pm.*

#### B. ROLL CALL

**Present:** 5 - Mayor Craig Morgan  
Council Member Rene Flores  
Council Member Michelle Ly  
Mayor Pro-Tem Matthew Baker  
Council Member Kristin Stevens

**Absent:** 2 - Council Member Frank Ortega  
Council Member Hilda Montgomery

#### C. PLEDGES OF ALLEGIANCE

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

#### D. CITIZEN COMMUNICATION

*Joseph Claypool, 20 Tate Lane, spoke about the new tiny home community.  
Darryl Thefroge (Alex Strenger), spoke about water contaminates.*

#### E. PRESENTATIONS:

##### E.1 [Consider a presentation regarding the spring 2023 UniverCity graduating class.](#)

*Joe Brehm, Community and Neighborhood Services Director made the presentation.*

#### 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 Stevens seconded by Council Member Ly to approve the Consent Agenda. The motion carried by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**F.1** [Consider approval of the minutes for the June 8, 2023 City Council meeting.](#)

*This item approved under the consent agenda.*

**F.2** [Consider an ordinance amending Chapter 32, Section 32-33, Commercial Collection Service Charges, Code of Ordinances \(2018 Edition\), regarding Downtown Commercial District fees. \(Second Reading\)](#)

*This item approved under the consent agenda.*

**G. RESOLUTIONS:**

**G.1** [Consider a resolution authorizing the City Manager to submit an Application to the U.S. Department of Justice for the FY2023 Bulletproof Vest Partnership Grant Program.](#)

*Police Chief Allen Banks made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.2** [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Purchase of Public Safety Equipment with Safeware, Inc."](#)

*Police Chief Allen Banks made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.3** [Consider a resolution authorizing the Mayor to execute Quantity Adjustment /Change Order No. 1 with McDonald Municipal & Industrial, Inc. for the Water Distribution Systems Generator Project.](#)

*Michael Thane, Utilities and Environmental Services Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.4** [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Plummer Associates, Inc. for the Brushy Creek East Regional Wastewater Treatment Plant SCADA and HMI Programming Services Project.](#)

*Michael Thane, Utilities and Environmental Services Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.5** [Consider a resolution determining 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.](#)

*Michael Thane, Utilities and Environmental Services Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.6** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates for the Harrell Parkway Reconstruction Project.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.7** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Eagles Nest Street Project.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.8** [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 11 with DeNucci Constructors LLC for the University Boulevard Widening - IH 35 to Sunrise Road Project.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.9** [Consider a resolution authorizing the Mayor to execute an Agreement with Tolar Manufacturing Company, Inc. for the purchase and installation of bus shelters.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**G.10** [Consider a resolution authorizing the Mayor to execute a Development Agreement with Celina Partners Ltd. regarding the Kenney Fort Boulevard Segments 2 & 3 Roadway Project.](#)

*Brad Wiseman, Planning and Development Services Director made the staff presentation.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

## H. ORDINANCES:

### H.1 [Consider public testimony regarding, and an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties. \(First Reading\)\\*](#)

*Brad Wiseman, Planning and Development Services Director, made the staff presentation.  
Mayor Morgan opened the hearing for public testimony.  
There being no testimony, the public hearing was closed.*

**A motion was made by Council Member Flores, seconded by Council Member Stevens, to approve the Ordinance. The motion passed by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**A motion was made by Council Member Stevens, seconded by Mayor Pro-Tem Baker, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**H.2** [Consider public testimony regarding, and an ordinance rezoning 0.34 acres located south of Round Rock Avenue and east of N. San Saba Street from the MU-2 \(Mixed-Use Downtown Medium Density\) zoning district to the PUD \(Planned Unit Development\) No. 151 zoning district. \(First Reading\)\\*](#)

*Brad Wiseman, Planning and Development Services Director, made the staff presentation.  
Mayor Morgan opened the hearing for public testimony.  
There being no testimony, the public hearing was closed.*

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

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**A motion was made by Council Member Stevens, seconded by Council Member Ly, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**H.3** [Consider an ordinance amending Chapter 18, Sections 18-1 and 18-2, Code of Ordinances \(2018 Edition\), regarding food establishments. \(First Reading\)\\*](#)

*Brad Wiseman, Planning and Development Services Director, made the staff presentation.*

**A motion was made by Council Member Flores, seconded by Council Member Ly, to approve the Ordinance. The motion passed by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**A motion was made by Mayor Pro-Tem Baker, seconded by Council Member Stevens, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**I. APPOINTMENTS:**

**I.1** [Consider the appointment of a Citizen Director to the Brushy Creek Regional Utility Authority \(BCRUA\) to fill an expired term.](#)

**A motion was made by Mayor Morgan, seconded by Mayor Pro-Tem Baker, to re-appoint Council Member Rene Flores as the Citizen Director to the Brushy Creek Regional Utility Authority (BCRUA) to fill an expired term. The motion passed by the following vote:**

**Ayes:** 5 - Mayor Morgan  
Council Member Flores  
Council Member Ly  
Mayor Pro-Tem Baker  
Council Member Stevens

**Nays:** 0

**Absent:** 2 - Council Member Ortega  
Council Member Montgomery

**J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

**K. EXECUTIVE SESSION:**

**K.1** [Consider Execution Session as authorized by §551.087 Government Code, related to consultation with the City Attorney regarding potential legal issues with the Meet and Confer Agreement between the City of Round Rock and the Round Rock Firefighters Association, IAFF Local 3082.](#)

**K.2**     [Consider Execution Session as authorized by §551.087 Government Code, related to consultation with the City Attorney regarding potential legal issues related to HB 2127.](#)

*Mayor and Council went into Executive Session and meeting went into Recess at 6:52 pm.*

*Executive Session adjourned and meeting reconvened at 8:24 pm.*

**L.       ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the meeting at 8:25 pm.*

*Respectfully submitted by:  
Meagan Spinks, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.1**

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**Title:** Consider public testimony regarding, and a resolution approving the City of Round Rock CDBG 2023-2024 Annual Action Plan and authorizing the Mayor to execute all related applications, certifications, and the subsequent Funding/Approval Agreement with HUD.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Joe Brehm, Community and Neighborhood Services Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Exhibit B

**Department:** Community and Neighborhood Services

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### **Text of Legislative File 2023-197**

The Community Development Block Grant (CDBG) was developed in 1974 and works to ensure decent affordable housing and services to the most vulnerable in our communities. To be eligible for CDBG funding, activities must meet one of the three national objectives: 1) Benefit low to moderate income persons 2) Prevent slum or blight 3) Meet an urgent need.

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an annual action plan in order to implement any federal programs that fund housing, community development, and economic development within the community. The City of Round Rock 2023-2024 Annual Action Plan covers the FY 2023 period from October 1, 2023-September 30, 2024. HUD has allocated \$629,258 in CDBG funds to the City of Round Rock for the 2023 program year action plan. In this CDBG 2023 Action Plan we are proposing to fund the following projects:

#### **Public Services: \$94,388**

Round Rock Area Serving Center Food Pantry \$30,000

Round Rock Area Serving Center Housing Assistance (Rent/Mortgage) \$29,388

CASA Abused and Neglected Children \$20,000

Opportunities for Williamson-Burnet Counties Meals on Wheels \$15,000

**Projects: \$409,019**

Parks & Recreation/Bowman Park Playground & Shade Structure: \$275,000

Transportation/Chisholm Valley Sidewalks Phase II: \$113,000

Community & Neighborhood Services/Community Development/Home Repair: \$21,019 (+\$97,075 from prior year funds)

**Program Administration: \$125,851**

Funding will for pay for the oversight and management of the CDBG Program to include staff salaries, all CDBG related supplies and equipment, legal fees, newspaper public notices, training, travel expenses, mileage, any required consultant fees/CDBG studies, etc.

**Cost:** \$629,258

**Source of Funds:** CDBG 2023-2024 Grant Funds

**RESOLUTION NO. R-2023-197**

**WHEREAS**, the U.S. Department of Housing and Urban Development (“HUD”) has grant funds available to cities through the Community Development Block Grant (“CDBG”) Program, and

**WHEREAS**, the City of Round Rock (“City”) adopted the 2019-2023 Five Year Consolidated Plan (the “Plan”) by Resolution No. R-2019-0311 on July 25, 2019, which identified how the City would use federal resources to meet priority community needs, and

**WHEREAS**, the City of Round Rock has prepared the CDBG 2023-2024 Annual Action Plan, in accordance with the Plan and in compliance with HUD regulations, and

**WHEREAS**, the City Council authorizes the Mayor or the City Manager to execute any relevant application or certifications in reference to the CDBG 2023-2024 Annual Action Plan, and

**WHEREAS**, the City wishes to adopt said CDBG 2023-2024 Annual Action Plan and make application for the available grant funds for specific projects and activities identified in said Plan, and

**WHEREAS**, the City Council wishes to authorize the Mayor to execute the subsequent Funding/Approval Agreement that will be submitted to the City by the U.S. Department of Housing and Urban Development (“HUD”) for approval to receive the grant funds, Now Therefore,

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

That the City Council hereby adopts the CDBG 2023-2024 Annual Action Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

That the Mayor or City Manager is hereby authorized and directed to execute on behalf of the City any relevant applications or certifications in reference to the CDBG 2023-2024 Annual Action Plan attached hereto as Exhibit “B” and incorporated herein for all purposes.

That the Mayor is authorized to execute the subsequent Funding/Approval Agreement that will be submitted to the City by HUD for approval to receive the grant funds related to the CDBG 2023-2024 Annual Action Plan, subject to approval of the City Attorney.

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 13th day of July, 2023.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

# EXHIBIT "A"

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of Round Rock (City) is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an Annual Action Plan in order to implement any federal programs that fund housing, community development, and economic development within the community. The City of Round Rock CDBG 2023-2024 Annual Action Plan covers the period from October 1, 2023, to September 30, 2024.

This CDBG 2023 Action Plan is the fifth annual action plan in the City of Round Rock's Five-Year Consolidated Plan (2019-2023). The City has been awarded \$629,258 in CDBG funds and in this program year the City is proposing to allocate \$125,851 (20%) for the administration and oversight of the program and \$94,388 (15%) to the following public services:

- Round Rock Area Serving Center: Food Pantry Program \$30,000
- Round Rock Area Serving Center: Housing Assistance Program \$29,388
- CASA of Williamson County: Child Foster Advocacy Program \$20,000
- Opportunities for Williamson & Burnet Counties: Meals on Wheels \$15,000

In addition to funding program administration and public services, the City is proposing to fund the following projects with \$409,019 of CDBG 2023 grant funds (65%) and also \$97,072 of prior year projects that were completed but had balances:

- City of Round Rock Community and Neighborhood Services Home Repair Program: \$118,091 (CDBG 2023 \$21,019 & CDBG prior year funds \$97,072)
- City of Round Rock Parks Department Bowman Park Playground and Shade Structure Project: \$275,000
- City of Round Rock Transportation Department Chisholm Valley Sidewalks Phase II: \$113,000

The City has identified alternate projects that can be funded and started immediately should one of the projects listed above does not come to fruition, have delays, or if any completed projects have balances.

Alternate projects: Any balances from completed projects or funds from projects that have delays, will be used to fund additional Home Repairs up to \$25,000 a home or funds can go into another approved project in this action plan.

## **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Round Rock CDBG 2023 Annual Action Plan provides a framework to address the needs of the City for the next year using the \$629,258 in Community Development Block Grant funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Creating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG program are:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

All projects funded in this action plan will support at least one objective and one outcome. The City's framework for realizing the objectives and outcomes include the following goals:

- Provide Decent, Affordable Housing
- Provide a Suitable Living Environment

## **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following is the project activity summary of the CDBG Program Year 2021 from the most recent CAPER submitted to HUD. The summary also includes projects that have been completed after the last CAPER was submitted that include CDBG Program Year 2022 activities:

- Round Rock Area Serving Center Food Pantry Program expended \$25,000 in CDBG 2021 funds and assisted 868 low-income residents, 180 of which were Female Head of Household.
- Round Rock Area Serving Center Housing Assistance Program expended \$25,000 in CDBG 2021 funds and assisted 101 low-income residents, 33 of which were Female Head of Household.

- Meals on Wheels expended the \$11,114 in CDBG 2021 funds and assisted 100 Seniors.
- CASA Child Advocacy Program expended \$25,000 in CDBG 2021 funds and assisted 76 children.
- Sacred Heart Community Clinic expended \$17,834 in CDBG 2021 funds and assisted 193 low-income residents with health care services.
- Code enforcement 2021 expended \$115,000 in CDBG 2021 funds.
- Four low to moderate income residents were assisted with the Minor Home Repair Program during the 2021 program year and a total of \$81,255 in CDBG prior years funds was expended.
- Frontier Park Improvements completed the last phase in Program Year 2021 and a total of \$20,900 in CDBG funds were expended.
- Bus Stops on Mays Street Corridor project was completed during the CDBG 2021 program year. A total of \$93,585 in CDBG funds were expended.
- Program Administration expended \$119,745.24 in CDBG 2021 funds.

The Bowman Park Project and the Chisholm Valley Sidewalk Project had some delays but are expected to go out for sealed bids and be completed in the CDBG 2023 program year.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City's goal for citizen participation is to encourage a broad participation of City residents, social service agencies and City departments in the planning and implementation of public hearings.

For the development of the City of Round Rock CDBG 2023-2024 Annual Action Plan, two public hearings were held. The first public hearing was a "Needs Assessment" public hearing that was held on March 23, 2023. The second public hearing was held on July 13, 2023. The public comment period started on June 12, 2023, and ended on July 14, 2023. Three comments were received during the needs assessment public hearing/comment period. All public hearing notices were advertised in the Round Rock Leader newspaper in English and Spanish as well as posted at the following locations:

- City Hall Bulletin
- City Website and CDBG Webpage
- City Hall Kiosk on First Floor
- Kiosk at the Alan R. Baca Senior Center
- Round Rock Housing Authority
- Round Rock Library
- Nextdoor

In addition to the public hearing notice, an Executive Summary was made available. All public notices state that the City is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended and that reasonable modifications and equal

access to communications will be provided upon request. All publications are available in alternative formats and the City will provide a sign language interpreter if needed.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Three social service agencies provided comments at the Needs Assessment Public Hearing before the City Council on March 23, 2023, and one social service agencies emailed comments to City's CDBG staff:

The following are the agencies that commented:

ROCK RIDE ON FOR KIDS (in person)

MEALS ON WHEELS (in person)

SACRED HEART COMMUNITY CLINIC (in person)

CASA (email)

A summary of the comments is attached at the end of this document.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

The City of Round Rock accepts and considers any comments that are received.

## **7. Summary**

In an effort to broaden public participation, the City advertised the public hearings and action plan on social media platforms such as Nextdoor. This ensured that a wide array of residents had access to view the public hearing notices and action plan proposed projects and goals.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	ROUND ROCK	
CDBG Administrator	ROUND ROCK	Elizabeth Alvarado
HOME Administrator		

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City’s Office of Community and Neighborhood Services CDBG Division is the lead agency for the preparation of the CDBG 2023-2024 Annual Action Plan and administration of the CDBG Program. Annual funding requests generally open in February with applications due in Mid-March. Funding decisions are made in April or May. This CDBG 2023-2024 program applications for funding were available to fill out and submit online.

**Consolidated Plan Public Contact Information**

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City has developed an outreach effort to encourage input from a large cross section of residents and stakeholders. The outreach effort included two public hearings before the City Council, published and posted meeting notices, social media notifications, emails, and flyers.

In addition to reaching out during the development of the plan, City CDBG staff continues to maintain a strong networking relationship with public and assisted housing providers and private and governmental, health, mental health, and social service agencies throughout the program year.

### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

To better enhance coordination and form effective relationships between public and assisted housing providers, private and governmental health, mental health and service agencies, the City actively consults with a variety of non-profits, social service providers, neighborhoods, and citizens, and other governmental agencies. City CDBG staff attends monthly Williamson County Non-Profit Networking Meetings the first Tuesday of every month. Local non-profits come together to network and to promote meetings, public hearings, and events. A variety of non-profits attend the monthly networking meetings including non-profits that provide housing, mental health, health, transportation, affordable childcare, and other services to low income, disabled and elderly residents of Round Rock.

City CDBG staff attends the Round Rock Housing Authority (RRHA) monthly board meetings and meets regularly with the RRHA staff to network and provide information on available resources that the RRHA residents may need.

City CDBG staff along with other local non-profits and social service agencies have recently formed a Homeless Coalition. This coalition meets regularly to discuss the needs of homeless and those at-risk of becoming homeless. The goals of the group are to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Included among the agencies that meet each month are food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring public housing authorities, local not for profit health clinics, and Texas Homeless Network staff.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Currently there are no agencies receiving Continuum of Care (COC) grant funding in the City or Williamson County. As per the THN, they have not had participation in the Texas Balance of State COC (TX BOS COC) from homeless service providers in Williamson County for some time.

In an effort address the needs of homeless persons and persons at risk of homelessness, the City funds the following with either CDBG or General Funds:

- Round Rock Area Serving Center Food Pantry that assists those that are homeless and at-risk of becoming homeless with \$25,000 of CDBG 2023 funds.
- Round Rock Area Serving Center Rent/Mortgage Assistance for those that are at-risk of becoming homeless with \$25,000 of CDBG 2023 funds.
- Hope Alliance Domestic Violence Shelter with \$40,000 in General Funds to assist victims of domestic violence that are homeless.
- Texas Baptist Children's Home with \$10,000 in General Funds to assist single mothers and their children in transitional housing.
- Sacred Heart Community Clinic with \$10,000 2023 General Funds to assist and provide medical services to low income and uninsured residents of Round Rock.

The Round Rock ISD (RRISD) receives a grant for the Families in Transition Program that assists homeless families with children, families with children that are living with friends or relatives as well as unaccompanied youth. This grant ensures that any student lacking a fixed, adequate, and regular nighttime residence is provided with resources. Because there are no homeless shelters in Round Rock or Williamson County (except for the domestic violence shelter) homeless youth and unaccompanied youth are bused to shelters in Austin. According to the RRISD, a third of homeless students are unaccompanied youth.

Goodwill of Round Rock and Central Texas (Goodwill) provides job rehabilitation and placement for homeless veterans as well as assistance with rent and job training. Currently due to COVID-19 the Round Rock location is closed but is taking intake applications for services over the phone. The City's CDBG staff will continue to network with Goodwill to stay up to date on services that are being provided to homeless veterans.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and transitional housing program and behavior health services.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Currently City CDBG staff is not consulting with any Continuum of Care, nor are there any Continuum of Care recipients that serve this jurisdiction. As stated above, the City's CDBG staff has started networking and forming a relationship with the Texas Homeless Network staff to stay informed of what is happening in the TX BOS COC regarding homelessness as well as encouraging homeless providers in Williamson County to join the effort to end homelessness.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	ROUND ROCK AREA SERVING CENTER
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Elderly Persons Services-homeless Services-Health Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consulted with the Round Rock Area Serving Center (RRASC) director on the needs of their clients and notified about availability of CDBG funds for program year 2023. Serving Center provides refurbished laptops to low-income families so children can get their homework done and to narrow the digital divide. CDBG staff also consulted with the RRASC director on the needs of the low-income residents pertaining to COVID-19. CDBG staff will continue to network with the RRASC in the next program year and anticipates continuing a great working relationship.
2	<b>Agency/Group/Organization</b>	ROUND ROCK HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	PHA Services - Housing Services-Elderly Persons Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG Coordinator consulted with Round Rock Housing Authority (RRHA) director on the needs of the public housing residents and how the CDBG could possibly fund the RRHA to narrow the digital divide and provide PHA residents with Wi-Fi. RRHA director consulted with Sudden Link and AT&T to discuss options. CDBG staff attends the RRHA board meeting every month. Due to attending these meetings, CDBG staff is aware of the needs of public housing residents and also any projects that the RRHA is working on currently. CDBG staff anticipates a continued working relationship with this agency.
3	<b>Agency/Group/Organization</b>	Sacred Heart Community Clinic
	<b>Agency/Group/Organization Type</b>	Services-Health Health Agency Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks regularly with Sacred Heart Community Clinic (SHCC) staff and provides technical assistance as needed since the SHCC is a CDBG sub-recipient. City staff consulted with clinic director on the needs of their clients and notified about availability of CDBG funds for program year 2023. CDBG staff will continue to have an excellent working relationship with this agency and anticipates a continued working relationship with this agency.
4	<b>Agency/Group/Organization</b>	CASA of Williamson County
	<b>Agency/Group/Organization Type</b>	Services-Children Services - Victims Child Welfare Agency Neighborhood Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks regularly with CASA staff and provides technical assistance as needed since CASA is a CDBG funded sub-recipient. City staff consulted with CASA director on the needs of their clients and notified about availability of CDBG funds for program year 2022. CASA submitted a comment during the development of the action plan. Anticipated outcome is a continued working relationship with this agency.
5	<b>Agency/Group/Organization</b>	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with William-Burnet Counties Opportunities (WBCO) director and staff and provides technical assistance to Opportunities/Meals on Wheels is a CDBG sub-recipient. City staff consulted with WBCO director on the needs of their clients and notified about availability of CDBG funds for program year 2023. Technical assistance is provided regularly. Anticipated outcome is a continued working relationship with this agency.
6	<b>Agency/Group/Organization</b>	Texas Homeless Network
	<b>Agency/Group/Organization Type</b>	Services-homeless Planning organization Neighborhood Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Texas Homeless Network was consulted for information on homeless in Round Rock and for assistance with homeless information for the CAPER. Anticipated outcome is working together to meet needs of those that are homeless or at-risk of becoming homeless.
7	<b>Agency/Group/Organization</b>	Williamson County, Housing and Urban Development
	<b>Agency/Group/Organization Type</b>	Other government - County Major Employer
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with County CDBG staff and collaborate on the homeless issues in Williamson County and CDBG-CV 3 funds. City staff consulted with Wilco CDBG staff and notified about development of the CDBG 2023 action plan. City CDBG staff will continue to network with county staff and anticipates a continued working relationship with this agency.
8	<b>Agency/Group/Organization</b>	Senior Access
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks regularly with the Senior Access director to stay updated on the services that Senior Access is providing for seniors in Round Rock. Senior Access is funded with general funds to provide seniors with door-to-door transportation to appointments and to run errands. City staff consulted with Senior Access director on the needs of their clients and notified about availability of CDBG funds for program year 2023 and as a result Senior Access provided comments during the needs assessment comment period. Senior Access provides the City staff progress reports twice a year and those reports are shared with CDBG staff. CDBG staff anticipates a continued working relationship with this agency.
9	<b>Agency/Group/Organization</b>	FOUNDATION COMMUNITIES, INC
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education Services-Employment Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks regularly with Foundation Communities (FC) director to stay informed on the services that they are providing for low-income Round Rock residents. FC is funded with general funds to provide free tax preparation to Round Rock residents. City staff consulted with Foundation Communities staff on the needs of their clients and notified about availability of CDBG funds for program year 2023. FC provides progress reports twice a year to City staff and those reports are shared with CDBG staff. CDBG staff anticipates a continued working relationship with this agency.
10	<b>Agency/Group/Organization</b>	Bluebonnet Trails Community Services
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Health Health Agency Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Mental Health Services, Transitional Housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks regularly with Bluebonnet staff to stay updated on what services they are providing to the low-income residents of Round Rock. City staff consulted with director of employment and housing services on the needs of his clients and to notify of CDBG funds available for 2023. Bluebonnet Trails participates in the Wilco Homeless Coalition meetings an outcome of that is that CDBG staff is up to date on what Bluebonnet with doing to help the homeless, those at-risk of being homeless and those needing mental health services. CDBG staff anticipates a continued working relationship with this agency.

11	<b>Agency/Group/Organization</b>	Texas Baptist Children's Home
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-Employment Services - Victims Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Transitional Housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with Texas Baptist Children's Home (TBCH) director and staff to stay updated on the services that TBCH provides to low-income residents of RR. TBCH is funded with general funds to pay partial salaries for counselor and educators for the Trust Based Relational Intervention Program. City staff consulted with TBCH director on the needs of their clients and notified about availability of CDBG funds for program year 2023. CDBG staff anticipates a continued working relationship with this agency. TBCH submits progress reports to City staff twice a year and those reports are shared with CDBG staff
12	<b>Agency/Group/Organization</b>	WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims Neighborhood Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with Hope Alliance (HA) director and staff to stay updated on the services that HA is providing in RR. Hope Alliance is funded with general funds to provide services of domestic violence and sexual assault. City staff consulted with HA director on the needs of their clients and notified about availability of CDBG funds for program year 2023. Hope Alliance submits progress reports twice a year to City staff and those reports are shared with CDBG staff. CDBG staff anticipates a continued working relationship with this agency.
13	<b>Agency/Group/Organization</b>	WILLIAMSON COUNTY HEALTH DISTRICT
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS Services-Health Services-Education Health Agency Other government - County Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with Wilco Health and Cities to stay informed on the services that they are providing to low-income residents in Round Rock. Wilco is consulted on the needs of homeless and with information on lead-based paint hazards programs. CDBG staff anticipates a continued working relationship with this agency.

14	<b>Agency/Group/Organization</b>	Habitat for Humanity of Williamson County
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with Habitat for Humanity (Habitat) director to stay informed on the services that are being provided to the low-income residents of Round Rock. Habitat is consulted on the availability of CDBG 2023 funding and on the development of the action plan. Habitat and City CDBG staff work together to make sure residents are assisted with affordable housing. CDBG staff anticipates a continued working relationship with this agency
15	<b>Agency/Group/Organization</b>	City of Round Rock
	<b>Agency/Group/Organization Type</b>	Other government - Federal Planning organization Grantee Department Major Employer
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development

	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>CDBG staff consulted with City departments (transportation, parks, neighborhood services, planning, code enforcement, library) to discuss the needs of low-income residents during the development of the action plan. City departments are often funded with CDBG funds to carry out projects in the low-income neighborhoods. Parks and Recreational department oversee parks that are primarily in flood prone areas. City library and City buildings, and plazas offer free WI-FI to the public, the library allows residents to "check-out" hot spots just like a book all to help narrow the digital divide. The City has a division of Homeland Security and Emergency Management (HSEM) that serves the community during and after major emergency and disasters as well as provides residents with information for the Emergency Notification System Registration (ENS) and FEMA. Discussions with HSEM staff to see if CDBG could be re-allocated in case of disaster or emergency. Currently City staff is working with the library staff and IT staff on the senior services project that provides ipads and internet services for up to two years. Due to these meetings, CDBG staff is informed of resources for the low-income community.</p>
16	<p><b>Agency/Group/Organization</b></p>	<p>Williamson County Childrens Advocacy Center</p>
	<p><b>Agency/Group/Organization Type</b></p>	<p>Services-Children  Services-Health  Services - Victims  Health Agency  Child Welfare Agency  Neighborhood Organization</p>
	<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment  Non-Homeless Special Needs</p>

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks with WilCo Children's Advocacy Center to stay informed on the services they are providing residents of RR. Wilco Children's Advocacy Center is funded with general funds to provide services to abused children in Round Rock. CDBG staff consulted with this agency on the availability of CDBG 2023 funds and the development of the action plan. Wilco Children's Advocacy Center provides progress reports twice a year to the City and those reports are shared with CDBG staff. CDBG staff anticipates a continued working relationship with this agency.
17	<b>Agency/Group/Organization</b>	YMCA
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Health Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Affordable Childcare
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks with YMCA staff to keep informed of the services that YMCA is providing to the low-income residents. YMCA is funded with general funds to provide childcare to low-income residents of RR. CDBG staff consulted YMCA on the availability of CDBG 2023 funds and during the development of the action plan. YMCA provides progress reports twice a year to the neighborhood services staff and that information is shared with CDBG staff. CDBG staff anticipates a continued working relationship with this agency.
18	<b>Agency/Group/Organization</b>	AUSTIN TENANTS COUNCIL
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Persons with Disabilities Service-Fair Housing Neighborhood Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with Austin Tenants Council (ATC) staff to stay updated on the services they are providing Round Rock residents. ATC is notified of availability of CDBG funds and consulted during the development of the action plan. ATC has assisted several low-income Round Rock residents that have been discriminated against due to a protected class this year alone. CDBG staff anticipates a continued working relationship with this agency.
19	<b>Agency/Group/Organization</b>	Goodwill of Central Texas
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Services-Education Services-Employment Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Veterans
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks with Goodwill of Round Rock staff to stay informed on the services that they are providing to RR low-income residents. CDBG staff consulted with Goodwill to notify of availability of CDBG funding. CDBG staff anticipates a continued working relationship with this agency.
20	<b>Agency/Group/Organization</b>	ARCIL, INC.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Persons with Disabilities Neighborhood Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff regularly networks with ARCIL to stay informed on the services they provide for the low-income residents in Round Rock. ARCIL is invited to participate every year in Fair Housing Workshop and to the needs assessment public hearing during the development of the action plan. CDBG staff provides information on services that ARCIL provides to residents that are eligible for their services. This year low-income residents that were referred to ARCIL by CDBG Staff were provided ramps. CDBG staff anticipates a continued working relationship with this agency.
21	<b>Agency/Group/Organization</b>	Williamson County Association of Realtors
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Service-Fair Housing Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks with Williamson County of Realtors to promote education on Fair Housing. This group is invited to participate in the development of the plan. CDBG staff anticipates a continued working relationship with this agency.

22	<b>Agency/Group/Organization</b>	Round Rock Public Library
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	<p>Consulted with the library director on narrowing the digital divide by providing low-income residents and seniors with access and free WI-FI and have the option to check out a mobile "hot-spot" just like they would check out a book. Mobile hot spots provide 24/7 access to the internet with unlimited data through the T-Mobile or Verizon network. This allows the City to narrow the digital divide. In addition to free WI-FI at the library, free WI-FI is available to all residents at all City buildings and plazas. The library will also loan technology to the residents by allowing them to check out chrome books and laptops. There are also 44 public access computers available in the library. The library consulted with T-Mobile and Verizon to be able to get the free hot spots for the low-income community. CDBG staff meets with library director regularly. CDBG staff anticipates a continued working relationship with this department.</p>

23	<b>Agency/Group/Organization</b>	Brushy Creek Regional Utility Authority (BCRUA)
	<b>Agency/Group/Organization Type</b>	Agency - Management of Public Land or Water Resources Agency - Emergency Management Regional organization Planning organization Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City administration staff consulted with the BCRUA on management of water resources. Meeting with this organization could improve and City staff will make an effort to include them in the development of the next five-year consolidated plan.
24	<b>Agency/Group/Organization</b>	City of Round Rock IT Department
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local Planning organization Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City IT department staff was the lead in consulting with internet providers specifically Verizon to obtain the best options to be able to provide free wifi and hot spots to low-income residents at the library, City plazas, senior center and other City owned buildings. Staff contacted several internet providers to ensure we got the best broadband services for the low-income residents of Round Rock. CDBG staff anticipates a continued working relationship with this department.

25	<b>Agency/Group/Organization</b>	Literacy Council of Williamson County
	<b>Agency/Group/Organization Type</b>	Services-Education Services-Employment Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Anti-poverty Strategy Employment Training
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency was included in the development of the CDBG 2023 Plan. CDBG staff networks regularly with Literacy Council director to keep up to date on the programs that Literacy Council provides to low-income residents in Round Rock. Literacy Council is funded with general funds and will submit reports twice a year to the City staff. CDBG staff anticipates a continued working relationship with this agency.
26	<b>Agency/Group/Organization</b>	City of Pflugerville Community Development Department
	<b>Agency/Group/Organization Type</b>	Other government - Local Major Employer
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consulted with the Pflugerville Planning and CDBG staff during the development of the action plan. CDBG staff networks with Pflugerville staff at HUD meetings and trainings. CDBG staff anticipates a continued working relationship with Pflugerville CDBG staff.

27	<b>Agency/Group/Organization</b>	TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Other government - State Community Development Financial Institution
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consults with Texas Department of Housing and Community Affairs to see what resources are available to the low-income residents that are in need of housing programs and down-payment assistance programs. Information received is passed on to the low-income residents. CDBG staff anticipates a continued working relationship with this agency.
28	<b>Agency/Group/Organization</b>	City of Round Rock Utilities & Environmental Services
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Regional organization Planning organization Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consults with Floodplain Manager/FEMA during development of action plan regarding projects in the floodplain. Due to meetings CDBG staff is more informed on the flood prone areas in the City. CDBG staff anticipates a continued working relationship with this department.

29	<b>Agency/Group/Organization</b>	Council for At-Risk Youth
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff consulted with Council for At-Risk Youth during the development of the action plan and to notify of the availability of the CDBG 2023 funds. Agency did not apply for CDBG funds. CDBG staff will continue to reach out to this agency to keep them informed on CDBG funding opportunities and to participate on the upcoming development of five-year con plan to help identify the needs of the low-income residents.
30	<b>Agency/Group/Organization</b>	ROUND ROCK INDEPENDENT SCHOOL DISTRICT
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Major Employer Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks and coordinates with the RRISD homeless liaison regarding resources available and data on homeless students. Due to these meetings the liaison provides information on the homeless Round Rock ISD students. The liaison was also recruited to participate in the Wilco Homeless Coalition. CDBG staff anticipates a continued working relationship with this person.

31	<b>Agency/Group/Organization</b>	Round Rock Office of Emergency Management
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Planning organization Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG staff networks and meets with Emergency Management Dept. to discuss processes to include COVID 19 and tornado response. CDBG staff and emergency management staff shared information on resources available to low-income residents impacted by COVID and freeze 2023 damage. CDBG staff anticipates a continued working relationship with this department.

**Identify any Agency Types not consulted and provide rationale for not consulting**

A wide array of agencies were invited to consult in the development of the Annual Action Plan. No individual agency was intentionally omitted.

The City’s CDBG Staff does not consult with any adjacent units of local or regional government regarding the preparation of a lead-based paint hazards plan nor has the staff consulted with the health department regarding the addresses of housing in which children have been identified as lead poisoned.

Most of the residential housing development occurred after the use of lead-based paint was banned. With the implementation of the Minor Home Repair Program, the procedures manual, addresses compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures include:

1. Notification
2. Identification

3. Treatment (if necessary)

The City will fund the Minor Home Repair Program with 2023 CDBG funds and applicants who are eligible for the Minor Home Repair program are provided LBP information at the time of intake and will be made aware of possible dangers of LBP.

City staff does not consult with low-income persons living in areas designated by the local jurisdiction as a revitalization area or an area considered slum or blight because the city does not have areas designated as slum or blight or revitalization areas.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	N/A	N/A

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

In hopes of promoting citizen participation during the development of the CDBG 2023 Action Plan, public hearing notices in English and Spanish were made available at the following locations and agencies:

- Publication in the Round Rock Leader
- City News section of the City website as well as in the CDBG webpage
- Public hearing notices and executive summary in the kiosk at the BACA Senior Center
- Public Hearing notices posted in the City Hall bulletin
- Public hearing notices and Executive Summary posted at Round Rock Housing Authority, Round Rock Area Serving Center, and the Round Rock Public Library
- Nextdoor

The public participation process was developed to help the City identify priority needs in the community and set goals that will help address affordable housing needs and to better provide social services to the low to moderate income household and persons. Two public hearings were held before City Council during the development of the plan. Residents were given at least 14-day notice of a public hearing and at least 30 days for the comment period. Copies of the public notices and proof of publications from the Round Rock Leader are in the attachments.

The projects and activities funded in this action plan all tie back to the high priority needs and goals in the CDBG Five-Year Consolidated Plan (2019-2023). During the development of the five-year consolidated plan the City's CDBG staff had a goal and plan for citizen participation to ensure a broad participation of residents, housing, economic, and social service providers as well as City departments and local housing authority. The City held stakeholder and resident meetings in addition to public hearings. This process helped the City develop the consolidated plan to assist for planning and developing the action plans for the next five years. Should goals or high priority needs change, the City will conduct a substantial amendment to add goals.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Minorities  Non-English Speaking - Specify other language: Spanish  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing			All comments were accepted and taken into consideration.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	N/A	N/A	N/A	
3	Internet Outreach	Minorities Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Posted public hearing notice	Minorities  Non-English Speaking - Specify other language: Spanish  Residents of Public and Assisted Housing  Seniors				

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	629,258	0	97,072	726,330	0	CDBG 2023 allocation \$629,258. prior year funds from projects that had balances \$97,072
Other	public - federal	Public Services	0	0	0	0	0	

Table 54 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**

**matching requirements will be satisfied**

There are no federal or local matching requirements for the CDBG grant.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The Bowman Park Playground and Shade Structure Project and the Chisholm Valley Sidewalks Phase II Project in this action plan are on city owned land and will be funded with CDBG 2023 funds.

**Discussion**

N/A

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Program Administration	2019	2023	Administration	Citywide	Non-housing community development	CDBG: \$125,851	N/A
2	Public Facility and Infrastructure Improvements	2019	2023	Non-Housing Community Development	Qualified Census Tracts	Non-housing community development	CDBG: \$388,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2644 Households Assisted
3	Increase Access to Affordable Housing	2019	2023	Affordable Housing	Citywide	Affordable Housing	CDBG: \$21,019	Homeowner Housing Rehabilitated: 4 Household Housing Unit
4	Public Services for Low- and Moderate-Income Popul	2019	2023	Non-Housing Community Development Public services	Citywide	Non-housing community development Affordable Housing	CDBG: \$94,388	Public service activities other than Low/Moderate Income Housing Benefit: 1050 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 100 Households Assisted

Table 62 – Goals Summary

## Goal Descriptions

1	<b>Goal Name</b>	Program Administration
	<b>Goal Description</b>	CDBG 2023 funds in the amount of \$125,851.00 will be used for the oversight and administration of the CDBG Program.
2	<b>Goal Name</b>	Public Facility and Infrastructure Improvements
	<b>Goal Description</b>	<p>Chisholm Valley Sidewalks Phase II consists of construction of new sidewalks in the Chisholm Valley Neighborhood. Chisholm Valley Sidewalks Phase II is also an approved project in the 2021 Annual Action Plan but has had some delays and has not started yet. Due to the increase in labor and materials, an additional \$113,000 is being funded with CDBG 2023 funds to be put towards the 2021 project. Only additional funds are being added to this project, the scope of work remains the same. Project scope of work is construction of approximately 6,200 linear feet of 4 ft wide new sidewalks including ramps at the Chisholm Valley Neighborhood at the following streets: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive, and Old West Place. This project will serve 800 households.</p> <p>Bowman Park Playground and Shade Structure Project in the amount of \$275,000 for the purchase and installation of a more inclusive playground and shade structure. This project will serve 1844 households.</p>
3	<b>Goal Name</b>	Increase Access to Affordable Housing
	<b>Goal Description</b>	<p>CDBG 2023 funds in the amount of \$21,091 will be used for the Home Repair Program. The Home Repair Program will assist four (4) low-to-moderate income residents with needed repairs. An additional \$97,072 of prior year funds from projects that were completed but had balances will also be used towards this project for a total amount of \$118,091.</p> <p>Repairs for income qualified residents include some of the following: roof, siding, windows, water heater, HVAC/furnace system, insulation, water softener, fence, garage doors, ADA improvements, plumbing. Repairs will not exceed \$25,000 per home. Any property built before 1978 will be tested for lead and safe lead practices will be followed should test results be positive.</p>

4	<b>Goal Name</b>	Public Services for Low- and Moderate-Income Population
	<b>Goal Description</b>	<p>CDBG 2023 funds in the amount of \$94,388 (15%) will be used to fund the following public services:</p> <p>Round Rock Area Serving Center is awarded \$30,000 for the Food Pantry Program and are proposing to assist 850 low-to-moderate income households with food.</p> <p>Round Rock Area Serving Center is awarded \$29,388 for the Housing Assistance Program and proposing to assist 100 low-to-moderate income households with rent or mortgage assistance.</p> <p>CASA of Williamson County is awarded \$20,000 for the Child Foster Advocacy Program and is proposing to assist 100 abused and neglected children.</p> <p>Opportunities for Williamson-Burnet Counties is awarded \$15,000 for the Meals on Wheels Program and proposing to assist 100 seniors with meals every day.</p>

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City of Round Rock is receiving \$629,258 in CDBG 2023 Program Year funds. In addition to the CDBG 2023 allocation, the City is utilizing \$97,072 in prior year funds. Funds will be used for public services, program administration, home repair and public facility and improvements.

### Projects

#	Project Name
1	City of Round Rock Program Administration
2	Home Repair Program
3	Chisholm Valley Sidewalks Phase II
4	Bowman Park Playground & Shade Structure Project
5	Round Rock Area Serving Center Food Pantry Program
6	Round Rock Area Serving Center Housing Assistance Program
7	CASA of Williamson County
8	Meals on Wheels

Table 73 - Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. Unfortunately, the need for infrastructure far exceeds the amount of CDBG funding available. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the City. Public Services funding cap of 15% is also oversubscribed at far beyond what is available. The City encourages CDBG applicants to seek other resources from other public and private entities to leverage the limited amount of CDBG funds available.

**AP-38 Project Summary**  
**Project Summary Information**

<b>1</b>	<b>Project Name</b>	City of Round Rock Program Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Program Administration
	<b>Needs Addressed</b>	Non-housing community development
	<b>Funding</b>	CDBG: \$125,851
	<b>Description</b>	The City is funding the Program Administration Project in the amount of \$125,851. Funds will be used for the administration and oversight of the CDBG Program.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Administration of the CDBG program is at the Round Rock City Hall at 221 East Main Street Round Rock, Texas 78664.
	<b>Planned Activities</b>	CDBG 2023 Program Administration funds will be used to reimburse the CDBG Coordinator salary, supplies, equipment, travel, mileage, NCDA dues, training fees, legal fees, legal notices, etc.
<b>2</b>	<b>Project Name</b>	Home Repair Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Increase Access to Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$21,019
	<b>Description</b>	The Home Repair Program will assist four (4) low to moderate income residents with home repairs for up to \$25,000 per home. Funding for home repair is \$118,091 with \$21,019 from CDBG 2023 and \$97,072 from prior year project balances.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	it is estimated that four (4) low-to-moderate income qualified households will be assisted with home repair.
	<b>Location Description</b>	The location for Home Repair is citywide. Applicants are income qualified.

	<b>Planned Activities</b>	Home Repair for low-to-moderate income qualified residents with needed home repairs up to \$25,000 per homes. Repairs include some of the following depending on the need of the homeowner:  Replacement of roof, siding, windows, water heater, fence, garage doors, HVAC/Furnace system, ADA improvements, plumbing improvements.
<b>3</b>	<b>Project Name</b>	Chisholm Valley Sidewalks Phase II
	<b>Target Area</b>	Qualified Census Tracts
	<b>Goals Supported</b>	Public Facility and Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing community development
	<b>Funding</b>	CDBG: \$113,000
	<b>Description</b>	Chisholm Valley Sidewalks Phase II consists of construction of approximately 6,200 linear feet of 4ft wide new sidewalks including ramps at the Chisholm Valley Neighborhood at the following streets: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place. This project will be funded with \$113,000 of CDBG 2023 funds. This project is also an approved project in the CDBG 2021 action plan. This project has had some delays and has not started yet. Due to an increase in labor and materials, the additional \$113,000 in CDBG 2023 was awarded. Only additional funds are being added to the 2021 project, the scope of work remains the same.
	<b>Target Date</b>	09/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will benefit 800 low-to-moderate income households in the Chisholm Valley Neighborhood.
	<b>Location Description</b>	This project is located at the Chisholm Valley Neighborhood and sidewalks will be constructed at Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place. They are in a low-to-moderate income area with a 69.5 LMI Percent: Census Tract 205.04 and Block Group 2.
<b>Planned Activities</b>	Chisholm Valley Sidewalks Phase II consists of construction of approximately 6,200 linear feet of 4ft wide new sidewalks including ramps at the Chisholm Valley Neighborhood at the following streets: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place.	

4	<b>Project Name</b>	Bowman Park Playground & Shade Structure Project
	<b>Target Area</b>	Qualified Census Tracts
	<b>Goals Supported</b>	Public Facility and Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing community development
	<b>Funding</b>	CDBG: \$275,000
	<b>Description</b>	Purchase and installation of a more inclusive playground and shade structure at Bowman Park. CDBG 2023 funding for this project is \$275,000.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project is benefiting 1844 households.
	<b>Location Description</b>	The Bowman Park Project is located at 950 East Bowman Road in Census Tract 215.02 with an LMI Percent of 61.44.
<b>Planned Activities</b>	Bowman Park Project will be funded with \$275,000 of CDBG 2023 funds and it includes the purchase and installation of a more inclusive playground and shade structure.	
5	<b>Project Name</b>	Round Rock Area Serving Center Food Pantry Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services for Low- and Moderate-Income Popul
	<b>Needs Addressed</b>	Non-housing community development
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	The Round Rock Area Serving Center Food Pantry Program will be funded in the amount of \$30,000 and funds will be used to purchase food to stock the food pantry. Food may be purchased from surrounding local food pantries such as the Central Texas Food Bank as well as food pantries in other large cities in Texas, depending on the need and availability of food from local vendors.
	<b>Target Date</b>	9/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that this project will benefit 850 low-to-moderate Round Rock households.	

	<b>Location Description</b>	This project will be administered by the Round Rock Area Serving Center that is located at 1099 East Main Street Round Rock, Texas 78664.
	<b>Planned Activities</b>	The Round Rock Area Serving Center Food Pantry will provide food to low-to-moderate income residents of Round Rock.
<b>6</b>	<b>Project Name</b>	Round Rock Area Serving Center Housing Assistance Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services for Low- and Moderate-Income Popul
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$29,388
	<b>Description</b>	The Round Rock Area Serving Center Housing Assistance Program will be funded with \$29,388 in CDBG 2023 funds. Funds will be used to assist low-to-moderate income Round Rock residents with rent or mortgage assistance.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will benefit 100 low-to-moderate income households.
	<b>Location Description</b>	The Round Rock Area Serving Center is located at 1099 East Main Street in Round Rock.
	<b>Planned Activities</b>	The Round Rock Area Serving Center Housing Assistance Program will use the CDBG 2023 funds to assist low-to-moderate income residents with rent and mortgage assistance.
<b>7</b>	<b>Project Name</b>	CASA of Williamson County
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services for Low- and Moderate-Income Popul
	<b>Needs Addressed</b>	Non-housing community development
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	CASA of Williamson County Foster Advocacy Program will use program funds to pay for partial salary for the Advocate Supervisor that work with volunteers and children that are taken out of their homes due to abuse and neglect.
	<b>Target Date</b>	9/30/2024

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Foster Child Advocacy Program proposes to assist 100 abused and neglected children.
	<b>Location Description</b>	CASA of Williamson County administrative offices are located at 2100 Scenic Drive Georgetown, Texas 78626.
	<b>Planned Activities</b>	Foster Child Advocacy Program will allow advocate supervisors and volunteers to advocate for abused and neglected children in court.
<b>8</b>	<b>Project Name</b>	Meals on Wheels
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services for Low- and Moderate-Income Popul
	<b>Needs Addressed</b>	Non-housing community development
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	Meals on Wheels will be funded with \$15,000 of CDBG 2023 funds that will allow them to provide meals for seniors daily at the Alan R. Baca Senior Center and deliver meals to homebound seniors in Round Rock.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Meals on Wheels Project will assist 100 seniors with nutritious meals.
	<b>Location Description</b>	The Meals on Wheels administrative offices are located at 605 High Tech Drive Georgetown, Texas 78626 and the Meals on Wheels Round Rock Program is located at the Alan R. Baca Senior Center at 301 West Bagdad Street Round Rock, Texas 78664.
<b>Planned Activities</b>	Meals on Wheels will prepare and provide nutritious meals for seniors at the Alan R. Baca Senior Center and deliver meals for homebound seniors in Round Rock daily.	

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Projects funded with the CDBG 2023 allocation will assist beneficiaries either citywide or in geographic areas that are in qualified census tracts in Round Rock.

The following projects will assist beneficiaries with CDBG funds in the amount of \$241,258 (38%) citywide:

- **Public Services:** \$94,388 (15%) will fund the food pantry, housing assistance, abused and neglected children, and senior services.
- **Program Administration:** \$125,851 (20%) will fund the administration and oversight of the CDBG program.
- **Home Repair:** \$21,019 (3%) will fund home repair. This project will be funded at \$118,091 that includes the \$21,019 CDBG 2023 funds (3%) and also includes \$97,072 prior year funds.

The remaining \$388,000 (62%) will be distributed to the following projects in the qualified census tracts:

- **Public Facility and Improvements:** \$388,000 or 62% of the CDBG 2023 grant funds will be distributed in qualified census tracts and block groups for Sidewalk and Park Improvements:
  1. Chisholm Valley Sidewalk Improvements Phase II is in the Chisholm Valley Neighborhood and is funded with \$113,000 in CDBG 2023 funds. Sections of Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place will get newly constructed sidewalks. All these streets are in Census Tract 205.04 which has an LMI Percent of 69.5. Currently there is no ADA path along these streets and construction of these sidewalks will provide it.
  2. Bowman Park Playground and Shade Structure Project is located at 950 East Bowman Road, Census Tract 215.02 with an LMI Percent of 61.44. This project is funded with \$275,000 in CDBG 2023 funds.

### Geographic Distribution

Target Area	Percentage of Funds
Qualified Census Tracts	62
Citywide	38

Table 84 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The rationale for allocating investments geographically either citywide or qualified census tracts tie back

to the CDBG 2019-2023 Consolidated Plan and the Analysis of Impediments to Fair Housing. Public services and home repair were high priority needs in the consolidated plan as well as public facility improvements.

### **Discussion**

The City of Round Rock did not use geographic target areas as a basis for funding allocation priorities. City of Round Rock will focus the majority of location-specific funds (i.e. infrastructure projects) in the defined LMI areas. Public service allocations serve low-to-moderate income populations across the City (but are not placed based allocations).

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

The City will continue to fund the Home Repair Program with CDBG 2023 funds. The City is proposing to make minor home improvements to four low-to-moderate income households during the 2023-2024 program year. The City is also allocating \$29,388 to the Round Rock Area Serving Center to fund the Housing Assistance Program as a public service that will assist a proposed 100 low-to-moderate income households with rent and mortgage assistance.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	104
Special-Needs	0
Total	104

Table 96 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	100
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	104

Table 107 - One Year Goals for Affordable Housing by Support Type

### Discussion

Continued funding of the Round Rock Area Serving Center Housing Assistance Program will allow low-to-moderate income residents to not have to choose between paying rent or mortgage and other necessities such as car payment, prescriptions, food and avoiding eviction. Continued implementation of the City of Round Rock Home Repair Program will assist low-to-moderate income residents, especially the elderly and disabled with repairs that they cannot afford and will keep them living in their homes longer.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Round Rock Housing Authority (RRHA) was established in 1966, with the first development built in 1972. Today, the RRHA owns 88 units and administers 94 Section 8 Housing Choice Vouchers. Approximately 200 persons are assisted through these programs. The City will act as resource to assist the public housing authority with capacity building as well as programming that is associated with CDBG funds.

The RRHA historically was a five-member board, including a resident board member, that oversees the RRHA. The board is appointed by the City's Mayor. Recently the mayor appointed two additional board members, making it a total of seven members. The City is invested in ensuring that selections made are in the best interest of the RRHA. Each board member appointed by the Mayor possesses management qualities that will ensure that best business practices are deployed.

### **Actions planned during the next year to address the needs to public housing**

To address and improve the needs of public housing and resident initiatives, the RRHA has started a Senior Gardening Program. The RRHA is partnering with the local A&M Agricultural Program to promote healthy living. This includes healthy cooking, exercise, and the promotion of gardening and growing fresh food. There are three series of classes. Each series has four classes. The first includes healthy cooking, shopping for groceries, and calorie counting, etc. The second includes exercises such as chair exercises and nonstrenuous stretching for seniors. The third series will focus on growing vegetables and eating fresh grown food.

The RRHA consists of three locations with 88 units combined and they also own twelve scattered sites around the City. The RRHA has submitted an application to HUD requesting approval to dispose of the twelve scattered sites. The residents currently living in those homes will be relocated and they will also be given the option to purchase the home at market rate before putting them on the market. The residents will essentially have first choice to purchase. Once the housing authority gets the go ahead from HUD to dispose of these twelve homes, they will be sold, and the proceeds will be used to renovate the existing 88 units. The RRHA has hired a consultant that will identify ways to reinvest the monies from the sale of the scattered sites into the remaining 88 units. The aging units are in much need of renovations.

### **Actions to encourage public housing residents to become more involved in management and**

## **participate in homeownership**

Currently there are no public housing homeownership initiatives in place either under the public housing program or the Section 8 program. The City plans to encourage Affordable Housing Roundtables that are conducted by the RRHA and include affordable housing builders, housing counseling nonprofits and banking institutions.

## **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The RRHA is not designated as a troubled housing authority by the U.S. Department of Housing and Urban Development (HUD).

## **Discussion**

The RRHA receives an annual Capital Fund Grant from HUD. The RRHA uses these grant funds for the following Administrative and Operations expenses:

- Staff Salaries, Fringe Benefits, Travel and Training
- Office Supplies
- Postage
- Memberships
- Maintenance Expenses
- Utilities & Telephone
- Insurance
- Accounting Fees
- Legal Expenses

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City of Round Rock and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a nonprofit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Round Rock and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a nonprofit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

The City CDBG staff continues to attend and participate in the Williamson County Homeless Coalition which meets monthly via ZOOM. The coalition has started to develop a mission statement and establish by laws as well as develop goals to try and meet the needs of homeless in the community.

In trying to reach out to homeless persons, the Williamson County Homeless Coalition participated along with the assistance of the Texas Homeless Network in a Winter Point in Time Count in January 2023. On this day, coalition members, participants and volunteers are hoped to capture the following:

- Number homeless living on the streets, in their car or in camps.
- Conduct a survey that will gather information on their individual situations and needs as well as the gaps in services that are lacking in order to reduce or end homelessness.
- Take survey data and continue to work with the Williamson County Homeless Coalition to develop a plan that will include goals and actions to reduce or end homelessness.

A total of 24 individuals were counted as homeless in Williamson County (Round Rock, Georgetown, and Taylor) on this day.

The City of Round Rock is trying to develop a list of providers, non-profits and faith-based organizations that provide a wide array of services and resources to those that are homeless or at-risk of becoming homeless. This data will be shared with coalition members and will help establish goals and help figure

out gaps in services/resources.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a nonprofit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

The City does not receive any Emergency Solutions Grant funds but acknowledges that there are resources and services in the City that provide emergency shelter and transitional housing. The City's CDBG staff closely works with these agencies at the Williamson County Homeless Coalition monthly meetings. Although not funded with CDBG, the City seeks to gather information from these agencies on what services are provided and how the needs of emergency shelter and transitional housing are addressed and provided.

#### **Emergency Shelter:**

Hope Alliance is the only emergency shelter in Round Rock. They provide emergency shelter to victims of domestic violence. Hope Alliance is not funded with CDBG funds but is funded yearly with City of Round Rock General Funds Social Services Program in the amount of \$40,000 for 2023. These funds help pay for the partial salary of counselor.

#### **Transitional Housing:**

Texas Baptist Children's Home (TBCH) administers the Family Care Program that provides transitional housing for single mothers and their children. This program helps mothers and their children transition into successful, independent futures. The City assists TBCH with a grant from the general fund in the amount of \$10,000 that helps pay for a licensed counselor that provides trauma informed counseling to these single mothers and their children.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City is trying to address the needs of homeless persons and persons at risk of homelessness by

funding the following with either CDBG or General Funds:

- Round Rock Area Serving Center Food Pantry that assists those that are homeless and at-risk of becoming homeless with \$30,000 of CDBG 2023 funds.
- Round Rock Area Serving Center Rent/Mortgage Assistance for those that are at-risk of becoming homeless with \$29,388 of CDBG 2023 funds.
- Hope Alliance Domestic Violence Shelter with \$40,000 in General Funds to assist victims of domestic violence that are homeless.
- Texas Baptist Children's Home with \$10,000 in general funds to assist single mothers and their children in transitional housing.
- Sacred Heart Community Clinic with \$10,000 in 2023 general funds to assist and provide medical services to low income and those that are homeless or at-risk of becoming homeless.

The RRISD has a Families in Transition Program. The Families in Transition Program assists homeless families with children, families with children that are living with friends or relatives as well as unaccompanied youth. The Families in Transition Program ensures that any student lacking a fixed, adequate, and regular nighttime residence is provided with resources. Because there are no homeless shelters in Round Rock or Williamson County (except for the domestic violence shelter) homeless youth and unaccompanied youth are bused to shelters in Austin. According to the RRISD, a third of homeless students are unaccompanied youth.

Goodwill of Round Rock and Central Texas provides job rehabilitation and placement for homeless veterans as well as assistance with rent and job training. The City's CDBG staff will continue to network with Goodwill to stay up to date on services that are being provided to homeless veterans.

The City's CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and transitional housing program and behavior health services to veterans.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

In trying to help low-income individuals and families avoid becoming homeless, the City will continue to

fund the Round Rock Area Serving Center with CDBG 2023 funds for the following activities:

- Food Pantry Program in the amount of \$30,000 (CDBG 2023)
- Housing Assistance Program (help with rent/mortgage) in the amount of \$29,388 (CDBG 2023)

Funding these two programs will help those at-risk of becoming homeless not have to choose between food/rent and other necessities.

The City's CDBG staff does not network with any other corrections programs or institutions, but the City Human Resources department does participate in the Jails to Jobs Program. This program is literally transforming lives by breaking the cycle of youth recidivism. The Jails to Jobs Program empowers juvenile offenders to find purpose, personal growth and achievement through an employment-based mentoring and job skills program, to reduce recidivism in the justice system. The City guarantees graduates of this program a job.

The City's CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and a transitional housing program and behavior health services to veterans and those recently released from mental health facilities.

BBT helps veterans with the tools they need to successfully integrate back into the community and transition from military life to civilian life again.

## **Discussion**

In the next program year, the City will continue to undertake activities that will address the housing and supportive service needs for persons who are not homeless but have other special needs with the following projects:

- Meals on Wheels will continue to be funded with CDBG 2023 grant funds in the amount of \$15,000 so that seniors and homebound seniors will be provided a meal daily.
- Purchase and installation of a more inclusive playground and shade structure at Bowman Park with CDBG 2023 funds in the amount of \$275,000.
- Round Rock Area Serving Center will be funded with CDBG 2023 funds in the amount of \$30,000 to stock their food pantry and provide food to the low-to-moderate income, elderly and disabled residents of Round Rock.
- City's General Fund will fund Senior Access with \$50,000 to provide door to door transportation to seniors and disabled. This ensures that seniors and disabled are picked up at their door and

taken to the door of their doctor appointment, grocery store, pharmacy, or senior center safely.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

#### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In an effort to remove barriers to affordable housing, the Round Rock City Council (City Council) unanimously approved a resolution of support that gave developers a green light to seek low-income housing tax credits from the Texas Department of Housing and Community Affairs to help finance the project that includes approximately 200 units of income restricted senior housing. Plans for the development call for a mixture of studios and one and two-bedroom units. Building height is anticipated to be three stories.

City Council has also approved several Planned Unit Developments that allow for detached single family housing units on condominium lots. By providing this housing alternative to standard single-family home on fee simple lots, developers can offer quality housing units at a lower price point due to reduced infrastructure, and public improvement costs. These types of single-family condominium developments are being recommended for infill or remnant tracts where larger scale residential developments would not be feasible.

In addition, the City has the following actions planned to continue to address the barriers to affordable housing in the next program year:

- City will fund Round Rock Area Serving Center’s Housing Assistance Program with program year 2023 CDBG funds in the amount of \$29,388, which provides housing and emergency shelter needs, helps elderly maintain independence, and helps families avoid eviction and homelessness.
- The City will continue to implement the minor home rehabilitation with CDBG 2023 funds in the amount of \$118,091 to assist four homeowners with home repair.
- City’s CDBG Staff will promote and direct residents to TDHCA’s down-payment assistance program.
- City’s CDBG Staff will participate and work with the Central Texas Regional Fair Housing Group to work with foundations and private partners to create the multifamily rehabilitation and accessibility improvement program; and
- City’s CDBG staff will participate on the affirmative marketing program and guiding principles for

developers of rental housing along with the Central Texas Regional Fair Housing Group.

**Discussion:**

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

#### **Actions planned to address obstacles to meeting underserved needs**

Despite efforts, significant obstacles to meeting underserved needs continue to remain in the community. The following obstacles to meeting these needs in the City are population growth; high cost of housing; cutbacks in state and federal funding for basic needs and the need for transportation to existing services and childcare exceed available resources to meet these needs. To address the population growth and the high cost of housing, the Round Rock Area Serving Center provides rent/mortgage, food pantry and utility assistance. The City funded the RRASC for these programs with CDBG program year 2023 funds totaling \$59,388.00. The City also funded the Sacred Heart Community Clinic with \$10,000 in general funds for program year 2023. Sacred Heart Community Clinic provides dental services, acute care, chronic care and provides medications as well to the very low-income, uninsured residents.

The following programs also help address the cutbacks in state and federal funding and the need for childcare and transportation to existing services:

Senior Access provides door to door transportation to seniors to doctors' appointments, pharmacies, grocery stores, to pay bills, and to social service agencies for services. Senior Access is being funded in 2023 with City General Fund Social Services Funds in the amount of \$50,000.

Foundation Community provides free tax preparation to low- to moderate-income families. Foundation Communities Tax Preparation Program is being funded in 2023 with City General Fund Social Service Funds in the amount of \$15,000.

In trying to meet the demand for transportation, the City developed a fix route bus service that was designed and focused on access to employment services to meet the needs of the low-income and minority populations to jobs, education, and employment. This service offers ADA paratransit services as well for anyone with a disability that prevents them from being able to ride any fixed route vehicle, disembark from any fixed route vehicle or travel independently all or some of the time on any fixed route vehicle.

City Council has also passed an ordinance that allows Round Rock Transit to sell discount bus passes to nonprofit and government agencies for the purpose of distributing the passes to low-income persons and families that meet the participation requirements.

The City also provides residents with the Guide to Affordable Housing in the Greater Austin Area, which is provided by the Austin Tenant's Council. This guide is a tool for people seeking affordable rental

housing in the Austin area that includes the City. The guide contains general information on housing programs funded on the local, county, state, and federal levels, as well as specific information about apartment complexes participating in these programs. It contains lists and explanations of rental housing with rent restrictions, income-based rent, and tenant income limits.

The City's General Fund provides funding of \$40,000 to Hope Alliance, an organization that meets short housing needs for survivors of domestic violence. The City's General Fund also provides \$10,000 in funding for the Texas Baptist Children's Home for an interventional specialist to help residents in a holistic approach.

### **Actions planned to foster and maintain affordable housing**

The City will continue to support the following programs in program year 2023 that support affordable housing. These include:

- The Housing Assistance Program through the Round Rock Area Serving Center to assist residents with rent or mortgage at up to \$250 a household; and
- The Home Repair Program for low-to-moderate income homeowners in Round Rock.

Round Rock Area Serving Center Housing Assistance Program will be funded with CDBG 2023 funds in the amount of \$29,388 and the Home Repair Program will be funded with \$118,091 in CDBG 2023 funds.

In the 2023 Program Year, the City's CDBG staff will continue to network and support the Round Rock Housing Authority to ensure they have the resources needed to continue to provide affordable housing to the low-to-moderate income residents of Round Rock. The mayor will continue to appoint the most qualified candidates to board positions at the Round Rock Housing Authority.

### **Actions planned to reduce lead-based paint hazards**

The majority of residential housing developments in the City occurred after the use of lead-based paint was banned; however, some areas of the community may have some homes with lead-based paint.

With the implementation of the Home Repair Program, a program policy and procedures manual was created and addresses compliance with the Residential Lead Based Paint (LBP) Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures include:

1. Notification
2. Identification
3. Treatment (if necessary)

The City will continue to implement the Home Repair Program and fund with CDBG 2023 funds.

Applicants who are eligible for the Home Repair Program are provided LBP information at the time of intake and will be made aware of possible dangers of LBP.

### **Actions planned to reduce the number of poverty-level families**

During the 2023 CDBG program year the City will take the following actions to reduce the number of poverty level families:

- Round Rock Area Serving Center will continue to be funded with CDBG program year 2023 funds to provide rent and mortgage assistance (\$29,388) and access to their food pantry (\$30,000). These programs collectively propose to assist 950 households.
- Sacred Heart Community Clinic will be funded with \$10,000 in 2023 general funds to assist poverty level families with health and dental care and medications at no cost to them. This program proposes to assist 100 households.
- The Meals on Wheels of Williamson and Burnet Counties program will be funded with \$15,000 in 2023 CDBG funds to prepare lunch meals for seniors at Baca Center and for homebound seniors.
- The Foundation Communities Free Tax Preparation Program will continue to be funded with 2023 General Fund Social Service Funds in the amount of \$15,000 that will provide poverty level families free tax preparation. This program proposes to assist 1200 households.
- The Literacy Council will continue to be funded in 2023 with City's General Fund Social Service Grant funds in the amount of \$10,000 that will provide self-sufficiency education (ESL, Basic Literacy, and GED tutoring). This program proposes to assist 50 individuals.

### **Actions planned to develop institutional structure**

The City relies on a network of public sector, private sector, and nonprofit organizations to implement the Strategic Plan, particularly to address homelessness and special needs. The City Council evaluates their Strategic Plan and Annual Budget from a citywide perspective. During these discussions' resources are provided to fund programs not specifically covered by CDBG but will provide more funds toward homelessness and special needs programs.

The City continues to actively consult with a variety of nonprofits, social service providers, neighborhoods and citizens, and other governmental agencies. City's CDBG staff attend the monthly Williamson County Nonprofit Networking meetings the first Tuesday of every month virtually. Local nonprofits come together to network and to promote meetings, public hearings, and events. A variety of nonprofits attend the monthly networking meetings including nonprofits that provide housing, mental health, health, transportation, affordable childcare, and other services to low-income,

disabled, and elderly residents of Round Rock.

CDBG staff attends the Round Rock Housing Authority (RRHA) monthly board meetings as well as meets regularly with the RRHA staff.

To address gaps in institutional structure around homelessness, City's CDBG staff has consulted with the Texas Homeless Network/TX BoS CoC and discussed the next steps to actively participate in the effort to end homelessness in Williamson County. In trying to meet these goals, City's CDBG staff has started work on the following:

- Reach out to Williamson County CDBG staff and partner with them in this effort.
- Reach out to nonprofit agencies that provide services to homeless persons in Williamson County and encourage them to participate in coming together to discuss the homeless issues in the area.
- Continue meeting with these non-profits in the 2023-2024 program year and include the Texas Homeless Network (THN) which will guide us and help us with the steps and process to plan a "Point-in-Time" count, to discuss process for forming a Local Homeless Coalition in Williamson County, as well as provide information on the COC grant.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

To enhance coordination between public and private housing and social service agencies, the City will continue to fund the Round Rock Area Serving Center/Volunteer Center with \$35,000 in 2023 General Fund Social Service funds that will help pay for the Volunteer Center Coordinator salary. The Volunteer Coordinator not only supplies volunteers and manages volunteers' opportunities but also continues to coordinate and host the Williamson County Monthly Networking Meetings. These meetings are held the first Tuesday of every month. At this monthly networking meeting, nonprofit and social service agencies come together to network, promote events, and listen to guest speakers. Up to 30 public and private housing and social service agencies attend the monthly meetings and have access to the groups list serv and be able to share information on the upcoming events, public hearings, and fundraisers. Collaboration, and coordination between agencies is important to ensure that the needs in the community are being addressed.

As noted above, the City's CDBG staff also attend the monthly Williamson County Nonprofit Networking meetings the first Tuesday of every month and attends the Round Rock Housing Authority (RRHA) monthly board meetings virtually as well as meets regularly with the RRHA staff.

### **Discussion:**

The City Office of Community Development is responsible for the administration of the City's programs funded with CDBG funds. This office has the primary responsibility for managing and implementing the

City's affordable housing and infrastructure program, the Consolidated and Annual Plans and related documents.

The City has developed a monitoring system to ensure that the activities carried out in the Plan are done so in a timely manner in accordance with the federal monitoring requirements of [24 CFR 570.501 (v)] and [24 CFR 85.40] and all other applicable laws, regulations, policies and sound management and accounting practices.

Sub-recipients are monitored to ensure that they have implemented and administered their CDBG funded activities according to applicable federal requirements. Particular attention is paid to compliance with management systems, procurement practices and compliance with civil rights requirements.

When applicable, sub-recipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests. This information is used to determine the number of unduplicated beneficiaries. Monthly reports are submitted by each sub-recipient enabling staff to monitor the progress of each activity, provide technical assistance or consultation when needed and to ensure that all objectives are met.

The City conducts monitoring of sub-recipients every program year during the summer. Particular attention is paid to compliance with eligibility and national objective requirements. The HUD monitoring checklist is used during these on-site monitoring visits. The monitoring visits are conducted by the City's CDBG Program Coordinator. Technical assistance is provided for sub-recipients at the beginning of the program year and anytime during the program year upon request.

Throughout the year, staff conducts mini desk reviews of all sub-recipients. Sub-recipients are required to submit monthly progress reports and reimbursement requests monthly. This process allows the city to monitor the sub-recipient's progress and spending monthly.

The City's Office of Community Development maintains an open-door policy for all agencies and frequent unofficial visits are made at participating agencies throughout the year.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

During the City of Round Rock CDBG 2023 Program Year, we do not anticipate receiving any program income nor do we currently have any program income that needs to be reprogrammed. The City does not have any of the following:

- Proceeds from Section 108 loans
- Grant funds returned to the line of credit
- Income from float-funded activities

100% of CDBG funds will be used for activities that benefit persons of low and moderate income.

## Attachments

## Citizen Participation Comments

### CITY OF ROUND ROCK CDBG 2023 ANNUAL ACTION PLAN

#### PUBLIC COMMENTS

##### IN PERSON:

1. ROCK RIDE ON CENTER FOR KIDS-testified on the need for additional funding for equine therapy for children and veterans.
2. MEALS ON WHEELS-testified on the need for additional funding for senior services.
3. SACRED HEART COMMUNITY CLINIC-testified for the need for additional funding for health services.
4. LADDERS FOR LEADERS: testified on the needed funding for youth services.
5. Email: CASA

#### CASA Wilco



Marissa Austin <marissa.austin@casawilco.org>

To Liz Alvarado



3/23/202

This sender marissa.austin@casawilco.org is from outside your organization.

You replied to this message on 3/23/2023 3:04 PM.

CASA of Williamson County is so incredibly grateful for the support of the City of Round Rock as it makes a significant impact on our mission. CASA Wilco exists to empower community volunteers to advocate for children who have experienced abuse or neglect to find loving, safe, and permanent homes. There is no other program in Williamson County that provides the services of CASA. With this, our organization operates one program; recruiting, training and supporting CASA volunteers as they advocate for children in the child welfare system who have experienced abuse and neglect. CASA volunteers serve as the “eyes and ears” for the judge in child welfare cases. This includes researching each child’s situation and making objective recommendations to help them reclaim their childhoods from abuse and neglect. CASA volunteers are frequently the only stable presence in these children’s lives as they navigate the foster care system.

Last year, we served 268 children, 28% of whom were from Round Rock. We are honored to be able to serve these children and their families and are so incredibly appreciative for the City of Round Rock’s support in that.

Grantee Unique Appendices

# LOCALiQ

Austin  
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

### PROOF OF PUBLICATION

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Round Rock TX 78664-5271

STATE OF TEXAS, COUNTIES OF WILLIAMSON & TRAVIS

This below stated newspaper(s) that may be generally circulated in the counties of Williamson & Travis, State of Texas printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACC Round Rock Leader DE/09/2023

and that the fees charged are legal.  
Sworn to and subscribed before on 05/03/2023

  
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Notary Public  
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Antes de 30 días de período de comentarios y la audiencia pública CDAG -for Análisis de Acción del año Fiscal 2022-2024

Por medio de la recepción de subvenciones del Departamento de Vivienda y Desarrollo Urbano (DHUD), la Ciudad de Round Rock debe presentar un plan de acción anual de HUD, que describe las necesidades de la comunidad, intereses, necesidades y actividades programadas orientadas de vivienda, como el desarrollo de vivienda asequible y los servicios de asistencia. El plan se debe al Departamento de Vivienda y Desarrollo Urbano de EE.UU., el 15 de Agosto de 2021, en el año fiscal 2021-2024, se espera que la Ciudad de Round Rock va a recibir aproximadamente \$ 600,000 a través del Programa de Desarrollo de la Comunidad (CDAG) Asistencia de las Cuentas CDAG 2020-2024. La ciudad también recibirá un fondo especial de \$1,112,000 del Fondo de Acción Anual Consolidada. La ciudad desea solicitar para su revisión y comentarios por escrito a partir de 12 de Julio de 2021 hasta el 16 de Julio de 2021 a las 5 pm en la oficina de desarrollo de la comunidad y dirección industrial más cercano, en la Biblioteca Patten de Round Rock en 516 East Main Street, el Centro de Mayores para la Edad en el 501 W. Grand Ave., autoridad de Vivienda de Round Rock en 1500 Loneo Lane, y en el sitio de la ciudad en [www.roundrocktx.gov](http://www.roundrocktx.gov). Una audiencia pública se llevará a cabo para recibir comentarios. Toda las personas interesadas están invitadas y calificadas en el siguiente período de tiempo, 12 de Julio, 2021 a las 5 pm en el City Council Chambers 301 East Main Street Round Rock, TX 78664. Las sesiones son los proyectos propuestos:

- Mejoras en los negocios
- Mejoras en el barrio, Servicios Públicos, Administración del Programa, y el Programa de Reapropiación de Viviendas.

Esta asociación es patrocinada por la oficina de desarrollo de la comunidad y dirección de la Comunidad para obtener más información: contacta a la audiencia, por favor, contacta en contacto con la oficina de desarrollo de la Comunidad, de lunes a viernes (8:00 a.m. a 5:00 p.m.) a 512.341.2208 (ext. 711102).

La Ciudad de Round Rock está comprometido con el cumplimiento de los Americanos con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada (modificaciones razonables e igual acceso a servicios, programas, actividades, beneficios, etc.). Por favor, llame al 512. 273-8491 (ext. 711102) para obtener ayuda. Para un intérprete de lenguaje de señas, por favor, llame al 512.341.1326. Liz Alvarado o llame 24 horas de atención.

Round Rock es un participante sobre el tema de la información de la comunidad y proceso de tratamiento o análisis en sus programas y actividades. El Departamento de Recursos Humanos de la ciudad ha sido designado como ADA / Sección 504 Oficina de la Ciudad. Este sitio se está ubicado en 516 East Main Street, primer piso. Si usted tiene cualquier pregunta o inquietud respecto a la ADA / Sección 504, por favor, llame al 512.341.1326. El Oficio de Recursos Humanos de Round Rock en 308-611 (ext. 2102).

Este sitio también está disponible en formatos alternativos. Por favor, llame al 512-341-1326 (ext. 711102) para obtener ayuda.

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Austin  
American Statesman

PO Box 631667 Cincinnati, OH 45263-1667

**PROOF OF PUBLICATION**

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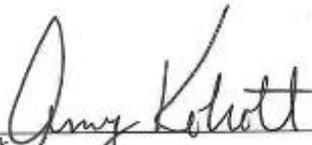
Round Rock TX 78664-5271

STATE OF TEXAS, COUNTIES OF WILLIAMSON & TRAVIS

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ACQ Round Rock Leader 06/09/2023

and that the fees charged are legal.  
Sworn to and subscribed before on 06/09/2023

  
\_\_\_\_\_  
Legal Clerk

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Notary, State of WJ, County of Brown  
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**Notice of 30 Day Comment  
Period and Public Hearing  
Draft Consolidated Annual  
Action Plan (CARG) Fiscal  
Year - 2023-2024**

In order to receive certain grants from the U.S. Department of Housing and Urban Development (HUD), the City of Round Rock must submit a Consolidated Annual Action Plan to HUD which describes community needs, resources, priorities and proposed activities with regard to housing, community development, economic development and public services. The plan is due to the U.S. Department of Housing and Urban Development on August 15, 2023. In Fiscal Year 2023-2024, the City of Round Rock anticipates to receive approximately \$629,238 through the Community Development Block Grant (CDBG) program. In addition to the CDBG 2023-2024 funds, the city is also reallocating a prior balance of \$99,072.

The Draft Annual Action Plan will be available for public review and written comment beginning June 11, 2023 until July 14, 2023 at 5 p.m. at the Office of Community Development at the address below, at the Round Rock Public Library, at The Alan R. Mason Senior Center at 301 W. Bagdad Ave., Round Rock Housing Authority 306 Lince Lane and on the city website at [www.roundrocktx.gov](http://www.roundrocktx.gov). A public hearing will be held to receive comments. All interested persons are invited to attend the public hearing on Thursday, July 13, 2023 at 6 p.m. at City Council Chambers 221 East Main Street Round Rock, TX 78664. The following are the proposed projects:

Sidewalk Improvements, Park Improvements, Public Services, Home Repair Program and Program Administration.

This hearing is sponsored by the Office of Community Development. For more information concerning the hearing, please contact the Community Development office, Monday through Friday between 8:00 a.m. and 5:00 p.m. at 512-508-1000 (voice) or 711 (TDD).

The City of Round Rock is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-508-1000 (voice) or 711 (TDD) for assistance. For a sign language interpreter, please call 1-800-877-8339 at least 24 hours in advance.

The City does not discriminate based on disability in the admission or application, or treatment or employment in its programs and activities. The City Human Resources Department has been designated as the City's ADA/Section 504 Office. This office is located at 231 East Main Street, 1st floor. If you have any questions or complaints regarding your ADA/Section 504 Rights, please call the City of Round Rock Human Resources Office at 512-5643 (voice).

This publication is available in alternative formats. Please call 512-508-1000 (voice) or 711 (TDD) for assistance.

06-06-2023

# EXHIBIT "B"

OMB Number: 4040-0004  
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____		
<b>* 3. Date Received:</b> 08/11/2023		<b>4. Applicant Identifier:</b> _____
<b>5a. Federal Entity Identifier:</b> 484674		<b>5b. Federal Award Identifier:</b> B-23-MC-48-0514
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____		<b>7. State Application Identifier:</b> _____
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> CITY OF ROUND ROCK		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 74-6017485		<b>* c. UEI:</b> L6TJFVAE4DM5
<b>d. Address:</b>		
<b>* Street1:</b> 221 EAST MAIN STREET		
<b>Street2:</b> _____		
<b>* City:</b> ROUND ROCK		
<b>County/Parish:</b> _____		
<b>* State:</b> TX: Texas		
<b>Province:</b> _____		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 78664-5271		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> COMM. & NEIGHBORHOOD SERVICES		<b>Division Name:</b> CDBG
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mrs.		<b>* First Name:</b> ELIZABETH
<b>Middle Name:</b> G.		
<b>* Last Name:</b> ALVARADO		
<b>Suffix:</b> _____		
<b>Title:</b> CDBG COORDINATOR		
<b>Organizational Affiliation:</b> _____		
<b>* Telephone Number:</b> 512-341-3328		<b>Fax Number:</b> _____
<b>* Email:</b> EALVARADO@ROUNDROCKTEXAS.GOV		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR ENTITLEMENT COMMUNITIES

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

FY 2023-2024 CDBG ANNUAL ACTION PLAN

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

# Application for Federal Assistance SF-424

## 16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

## 17. Proposed Project:

\* a. Start Date:

\* b. End Date:

## 18. Estimated Funding (\$):

* a. Federal	<input type="text" value="629,258.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="629,258.00"/>

## \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

## \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

## Authorized Representative:

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

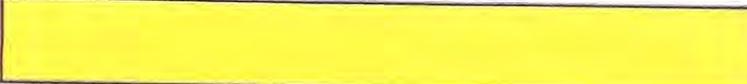
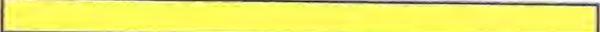
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE MAYOR
APPLICANT ORGANIZATION CITY OF ROUND ROCK	DATE SUBMITTED 

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

MAYOR

\_\_\_\_\_  
Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023-2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

MAYOR

\_\_\_\_\_  
Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

MAYOR

\_\_\_\_\_  
Title

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

MAYOR

\_\_\_\_\_  
Title

## Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

MAYOR

\_\_\_\_\_  
Title

**Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

MAYOR

\_\_\_\_\_  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.2**

**Title:** Consider a resolution expressing official intent to reimburse certain project expenditures for parks, roads, facilities and public safety.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Finance

### Text of Legislative File 2023-198

This resolution allows for project costs related to 1) design and engineering of roadway and pedestrian improvements through Old Settlers Park; 2) design and engineering costs related to the downtown signature park; 3) design, engineering, and construction for multiple facility remodel and expansions; and 4) design and construction of public safety facilities.

This resolution will allow these projects to move forward using existing cash and then reimburse the funds once the General Obligation Bonds (GO) and Certificates of Obligation (CO) are issued.

CO debt can only be used for limited purposes: roads, public safety, fleet and equipment.

This resolution is for \$84.3 million projected to be spent over the next 12 to 24 months, and include but are not limited to the following:

- o Future CO bonds:
  - o Bob Bennett facility expansion \$10.0 million
  - o Harrell Parkway improvements \$10.0 million
- o Future GO bonds:
  - o Proposition A - Parks, Recreation, and Sports
    - Sports Center expansion \$11.0 million
    - Downtown Park Phase I \$ 5.0 million
    - Parks System Infrastructure \$ 2.0 million
    - Old Settler’s Park build-out \$10.0 million
    - Rock’N River expansion \$ 6.5 million

	Clay Madsen remodel/expansion	\$ 3.5 million
o	Proposition B - Public Safety	
	New Fire Station No.1	\$10.0 million
	Fire Station No.10 and No.11	\$10.0 million
	Public Safety Training Center Phase II	\$ 6.3 million

These projects and the related debt are all included in the City's 5-year Community Investment Program and 5-year Debt Plan.

This resolution is required to meet IRS rules and regulations regarding the use of tax-exempt funds.

Staff recommends approval

**RESOLUTION NO. R-2023-198**

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN  
EXPENDITURES OF THE CITY OF ROUND ROCK, TEXAS**

**WHEREAS**, the City Council of the City of Round Rock, Texas (the “Issuer”) expects to pay expenditures in connection with the project described in Exhibit A (the “Project”) prior to the issuance of obligations to finance the Project; and

**WHEREAS**, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project, Now Therefore

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$84.3 million for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

## **EXHIBIT A**

### PROJECT DESCRIPTION

Expenditures related to parks, recreation, sports, roads, facilities and public safety, including, but not limited to, the following projects:

Bob Bennett facility expansion

Harrell Parkway improvements

Parks, Recreation, and Sports

- Sports Center expansion
- Downtown Park Phase I
- Parks System Infrastructure
- Old Settler's Park build-out
- Rock'N River expansion
- Clay Madsen remodel/expansion

Public Safety

- New Fire Station No.1
- Fire Station No.10 and No.11
- Public Safety Training Center Phase II



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.3**

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

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$450,000.00

**Indexes:** General Fund

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** General Services

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### **Text of Legislative File 2023-199**

With this agreement, the General Services Department will establish a contract with Dana Safety Supply, Inc. for the purchase of public safety and firehouse supplies and equipment in support of city operations.

This contract was established through a competitively solicited cooperative process.

Contract Expires 3/31/2026

**Cost:** \$450,000.00

**Source of Funds:** General Fund

**RESOLUTION NO. R-2023-199**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase public safety and firehouse supplies and equipment needed to support City operations; 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**, Dana Safety Supply, Inc. is an approved vendor of Buy Board; and

**WHEREAS**, the City desires to purchase said goods and services from Dana Safety Supply, 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 the Purchase of Public Safety and Firehouse Supplies and Equipment with Dana Safety Supply, 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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK  
AGREEMENT FOR THE PURCHASE OF  
PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT  
WITH  
DANA SAFETY SUPPLY, 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 public safety and firehouse supplies and equipment (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 DANA SAFETY SUPPLY, INC. whose offices are located at 6525 Goforth Street, Houston, Texas, 77021 (referred to herein as the "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase public safety and firehouse supplies and equipment needed to support City operations; and

WHEREAS, City is a member of BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 698-23 to receive pricing and services 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, 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 agrees 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 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 as provided herein.

B. The term of this Agreement shall be from the effective date of the Agreement until March 31, 2026. 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 Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and 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 ITEMS AWARDED AND SCOPE OF WORK**

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 and services

described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and 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 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 is authorized to pay the Vendor an amount not-to-exceed **Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)** 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 or services provided; 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 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.

#### **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, 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 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 Service Provider, 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 Service Provider's charges.

#### **11.01 ORDERS PLACED WITH ALTERNATE SERVICE PROVIDERS**

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

#### **12.01 INSURANCE**

Vendor shall meet all requirements required by the City as set forth on the City's website at: [https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **13.01 CITY'S REPRESENTATIVE**

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

Chad McDowell  
Director of General Services  
212 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3191  
[cmcdowell@roundrocktexas.gov](mailto:cmcdowell@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 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 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.

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

Dana Safety Supply, Inc.  
6525 Goforth St.  
Houston, TX 77021

**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 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 Service 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 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: \_\_\_\_\_

**Dana Safety Supply, Inc.**

By:   
Printed Name: SCOTT BEAL  
Title: TERRITORY SALES  
Date Signed: 18 MAY 23

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

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

**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.**

Total:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

**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.**

Total:

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

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**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".

**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.**

Total:

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

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**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".

**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.**

Total:

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

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**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".

**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.**

Total:

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

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**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".

**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.**

Total:

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

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**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".

**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:

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

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**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".

**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:

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:

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

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**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".

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0

**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.**

Total:

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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**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".

**1 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.**

Total:

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

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**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".

1  
2

**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:

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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**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".

1  
3

**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.**

Total:

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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**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"

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

**4**

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

Total:

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

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**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".

1  
5

**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.**

Total:

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

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**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".

1  
6

**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.**

Total:

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

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**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".

**1**  
**7** **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.**

Total:

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

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**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".

**1**  
**8** **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.**

Total:

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

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**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".

1  
9

**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:

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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**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".

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.**

Total:

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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**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".

2  
1

**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.**

Total:

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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**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".

2  
2**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.**

Total: 

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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**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".

2  
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:

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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**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".

**2**  
**4** **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.**

Total:

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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**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".

2  
5

**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.**

Total:

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:

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**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".

**2**  
**6** **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.**

Total:

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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**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"

2  
7

**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.**

Total:

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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**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"

2  
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: 

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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**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".

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:

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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**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"

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.**

Total:

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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**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".

**3**  
**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:

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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**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".

3  
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:

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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**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"

3  
3

**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:

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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**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".

3  
4

**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:

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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**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"

3  
5

**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:

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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**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".

3  
6

**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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets-4-698-23-award-tabulation-report.pdf>

**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"

3  
7

**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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

3  
8

**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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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"

3  
9

**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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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"

4  
0

**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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

**4**  
**1** **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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

4  
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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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"

**4**  
**3** **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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

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

4

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

Total:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

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

5

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

Total:

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

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**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".

4  
6

**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.**

Total:

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

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**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".

4  
7

**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:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

**4**  
**8** **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:

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

<https://www.buyboard.com/vendor-proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

**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.**

Total:

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

<https://www.buyboard.com/vendor/proposal-tabulation-sheets/4-698-23-award-tabulation-report.pdf>

**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".

**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:  UOM:  Price:  Total:

**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:  UOM:  Price:  Total:

**Response Total: \$160.00**







# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.4**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with ABC Home and Commercial Services for pest control services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$800,000.00

**Indexes:** General Fund

**Attachments:** Resolution, Exhibit A, Bid Tab, Form 1295

**Department:** General Services

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### Text of Legislative File 2023-200

With this agreement, the General Services Department will establish a contract with ABC Home and Commercial Services to perform pest control services for city facilities.

This award recommendation is for the City of Round Rock - General Services department to establish a contract with ABC Home and Commercial Services for pest control 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 33 vendors were contacted and a total of five vendor responses were received. It has been determined that Pest Master Services of Austin and ABC Home and Commercial Services offer the best value to the City, therefore the General Services Department recommends the contract be awarded to by Pest Master Services of Austin and ABC Home and Commercial Services for pest control services required to support City operations.

This is a dual contract.

An evaluation team with expertise in this area evaluated the offers and score Pest Master Services of Austin and ABC Home and Commercial Services as the best to provide these services based on the Respondent's solution and program, company work experience, and cost.

**Cost:** \$160,000 per year (5 year contract \$800,000.00)

**Source of Funds:** General Fund

**RESOLUTION NO. R-2023-200**

**WHEREAS**, the City of Round Rock (“City”) has duly sought proposals for the purchase of pest control services; and

**WHEREAS**, ABC Home and Commercial Services 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 ABC Home and Commercial Services for pest control 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 Pest Control Services with ABC Home and Commercial Services, 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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK  
AGREEMENT FOR PURCHASE OF  
PEST CONTROL SERVICES  
WITH  
ABC HOME AND COMMERCIAL SERVICES**

**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 pest control 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 ABC HOME AND COMMERCIAL SERVICES, whose offices are located at 9475 East Highway 290, Austin, Texas 78724 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase pest control 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. 23-010

dated January 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 ABC Home and Commercial Services, 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 23-010 dated January 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 (pest control 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 Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) per year** for Service Provider’s services combined with the dual provider’s services for a total not-to-exceed amount of **Eight Hundred Thousand and No/100 Dollars (\$800,000.00)** 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](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:

Pam Keltgen, Custodian Supervisor  
General Services Department  
212 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3353  
[pkeltgen@roundrocktexas.gov](mailto:pkeltgen@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 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 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:**

ABC Home and Commercial Services  
9475 East Highway 290  
Austin, TX 78724

**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.

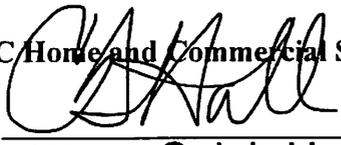
**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[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: \_\_\_\_\_

**ABC Home and Commercial Services**  
  
By: \_\_\_\_\_  
Printed Name: **Caleb Hall**  
Title: **Commercial Account Manager**  
Date Signed: **5-23-2023**

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

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



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**REQUEST FOR PROPOSAL (RFP)**

**PEST CONTROL SERVICES**

**SOLICITATION NUMBER 23-010**

**JANUARY 2023**

Exhibit "A"

City of Round Rock  
Pest Control Services  
RFP No. 23-010  
Class/Item 910-59  
January 2023

**PEST CONTROL SERVICES  
PART I  
GENERAL REQUIREMENTS**

- 1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing pest control services. The City requires services be provided to 47 facilities totaling more than 900,000 square feet of treatment area. The City intends to multi-award this contract.
- 2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Proposal Submittal Form and Execution	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Cost Proposal Sheet	Separate Attachment

- 3. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Allen Reich, CPPB**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5458**  
**E-mail: [areich@roundrocktexas.gov](mailto:areich@roundrocktexas.gov)**

**Amanda Crowell, CPPB**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5458**  
**E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)**

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- 4. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 27, 2023
Mandatory Pre-Proposal meeting	February 8, 2023 @ 1:30PM, CST
Deadline for submission of questions	February 15, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 17, 2023 @ 5:00 PM, CST

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<b>Deadline for submission of responses</b>	February 24, 2023 @ 3:00 PM, CST
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All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the 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://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

- 5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> 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.
- 6. **MANDATORY PRE-PROPOSAL MEETING, SITE VISIT, AND INSPECTION:** A mandatory pre-proposal meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I, Section 4 - Schedule of Events.
  - A. Attendance at the pre-proposal meeting / site visit is mandatory. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour of City Hall will be conducted to enable Respondents to assess conditions. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-proposal meeting and site visit tour which will be conducted at:
 

**City Hall Council Chambers  
221 E. Main Street  
Round Rock, Texas 78664-5299**
  - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
  - C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.
- 7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:
 

**City of Round Rock  
Attn: Allen Reich  
Purchasing Division  
221 E. Main Street  
Round Rock, Texas 78664-5299**

  - A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
  - B. Facsimile or electronically transmitted responses are not acceptable.
  - C. Responses cannot be altered or amended after 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 proposal.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.

## Exhibit "A"

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- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
- **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
  - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline may result in the disqualification of your proposal.
  - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
  - **Attachment C: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. 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.
9. **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
10. **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.
11. **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

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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](mailto: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:
    - 1) your name, address, telephone number, and email address.
    - 2) the solicitation number.
    - 3) a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - 4) a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - 5) a statement of any issues of law or fact that you contend must be resolved; and
    - 6) 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.

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**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/>

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### 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. Be firms, corporations, individuals, or partnerships normally engaged in providing pest control services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. Have sufficient staff located in Central Texas to perform these services.
  - 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 local company experienced in pest control 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:** The Contractor 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.

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- 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.
7. **ORDER QUANTITY:** The quantities shown in the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
8. **PRICE INCREASE:** Contract prices for pest control 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.
- 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. Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:
- City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 E Main Street  
Round Rock, TX 79664-5299**
- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the vendor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor 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 vendor 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 at no additional cost.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

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**11. 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:
  - Pam Keltgen**
  - Custodian Supervisor**
  - General Services**
  - Phone: (512) 341-3353**
  - E-mail: [pkeltgen@roundrocktexas.gov](mailto:pkeltgen@roundrocktexas.gov)**

## Exhibit "A"

City of Round Rock  
Pest Control Services  
RFP No. 23-010  
Class/Item 910-59  
January 2023

### PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing pest control services. The City requires services be provided to 47 facilities totaling more than 900,000 square feet of treatment area.
2. **SERVICE LOCATIONS:**
  - A. See Attachment C – Cost Proposal Sheet for a list of service locations and estimated square footage.
  - B. The City reserves the right to add or remove locations throughout the term of the contract.
  - C. New locations will be priced at the same price as similar sized buildings already on the contract.
  - D. There will be no additional charge for first time inspection of buildings added to the contract.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
  - A. Conduct initial inspections of all facilities to identify any existing pest issues and provide a report of findings to the city.
  - B. Develop a customized pest control plan for each facility, taking into account the specific needs and challenges of each location.
  - C. Develop a firm quarterly treatment schedule for each building and provide a copy to the City's department contact. Inspections will include checks for signs of pest infestations and application of pest control measures.
  - D. Submit detailed, site-specific recommendations for structural and procedural modifications necessary to prevent pests. Copies of all recommendations must be submitted to the department contact.
  - E. Provide monthly bait stations as needed to meet the department's/facility's needs.
  - F. Remove and dispose of any trapped vermin.
  - G. Employees must check in with the front desk administrator before performing any work. If the administrator is not available, employees must contact the contract point of contact.
  - H. Dispose of empty containers, unused chemicals, and supplies in accordance with Federal, State, and City regulatory requirements.
  - I. Apply granular fire ant control for an estimated 100,000 square feet.
4. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
  - A. Furnish all materials, labor, and equipment necessary to provide the specified pest control inspections, treatment, and/or removal of but not limited to vermin, ants, termites, rodents, spiders, flying insects, and birds.
  - B. Respond to call back requests for pest infestations between regularly scheduled inspections.
    - i. Contractor must respond to the department contact within twelve (12) hours from receipt of request and perform service within 24 hours of the initial notification or as scheduled by the department contact.
    - ii. This service **shall not** be considered nor billed as an additional service call or service event.
  - C. Respond to the department contact within 24 hours of receiving a request and be onsite within 48 hours of notification for emergency service.
  - D. Obtain written approval from the City for the list of all pesticides to be used under this contract before use.
  - E. Provide all necessary personal protective equipment for technicians performing services.
  - F. Provide written reports and records of treatment type, location, and frequency within 48 hours of treatment.
  - G. Re-treat any area found to be unsatisfactory at no additional cost to the City.
  - H. Comply with all applicable federal, state, and local laws, regulations, and standards related to pest control services.

## Exhibit "A"

City of Round Rock  
Pest Control Services  
RFP No. 23-010  
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January 2023

5. **DESIGNATED CONTACT PERSON:** The City requires that the Contractor provide a designated crew leader or point of contact throughout the term of the contract. This person's name and phone number must be provided to the City. If the designated contact person changes during the contract, the City must be notified immediately, and no substitutions of key personnel will be permitted without written approval from the City. The designated contact person may be required to attend an oral presentation before the contract is awarded. In addition, the City requires the contractor to provide a secondary designated contact person to communicate with in case the primary contact is unavailable.
  
6. **CITY RESPONSIBILITIES:** The City will:
  - A. Provide access to treatment and inspection locations.
  - B. Communicate any health or safety concerns to the pest control company.
  - C. Inform the pest control company of any changes to the facilities or pest activity after the initial inspection.
  - D. Follow recommendations from the Contractor for pest prevention between treatments.

## Exhibit "A"

City of Round Rock  
Pest Control Services  
RFP No. 23-010  
Class/Item 910-59  
January 2023

### 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. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

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>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1 - 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.
  - B. **Tab 2 - Approach and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
  - C. **Tab 3 - Program:** Describe your technical plan for accomplishing required work. 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:
    - i. A description of your general inspection and treatment procedures.
    - ii. Treatment procedures for Fire Ants and Rodents.
    - iii. Procedures for trapping and timely removal of vermin.
    - iv. Provide a list of all chemicals that will be used and their use in the treatment process.
  - D. **Tab 4 - 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.

Exhibit "A"

City of Round Rock  
Pest Control Services  
RFP No. 23-010  
Class/Item 910-59  
January 2023

- E. **Tab 5 - Prior Experience:** Describe only relevant municipal, corporate, and individual experience for 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.
  - F. **Tab 6 - Personnel:** Include names, qualifications, 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.
  - G. **Tab 7- 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.
  - H. **Tab 8 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, and signed addendums (if applicable).
  - I. **Tab 9 – 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.** Separate from the cost proposal sheet itemize to show the following for each category of personnel with separate hourly rate. This will become part of the resulting Contract.
      - a. Manager, supervisor, etc.
      - b. Estimated hours for each category of personnel.
      - c. Rate applied for each category of personnel.
    - ii. **Estimated Annual Total (not to exceed)** on Attachment C- Cost Proposal Sheet. This should include all supplies and materials required to successfully perform the Contract.
  - J. **Tab 10- Exceptions:** 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.
6. **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:
• Solution and Program (Tabs 2 & 3)	40 pts
• Company Work Experience (Tabs 5 & 6)	40 pts
• Cost Proposal (Tab 9)	20 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.

## Exhibit "A"

City of Round Rock  
Pest Control Services  
RFP No. 23-010  
Class/Item 910-59  
January 2023

- 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.

### 7. **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.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- E. 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.
- F. 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 Contractor.

### 8. **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"

No.	Location	Address	Square Footage	Quantity	Per Quarter Treatment Cost	BAFO Extended Total	BAFO 4/13/2023
1	Allen R Baca Parking Garage	301 W. Bagdad	40,000	4	100	\$360.00	\$90.00
2	Allen R Baca senior Center	301 W. Bagdad Building B	28,435	4	200	\$720.00	\$180.00
3	Bob Bennet Building #1	3400 Sunrise Road.	32,000	4	200	\$720.00	\$180.00
4	Bob Bennet Building #2	3400 Sunrise Road.	7,000	4	115	\$420.00	\$105.00
5	Bob Bennet Building #3	3400 Sunrise Road.	15,000	4	130	\$440.00	\$110.00
6	Business Center	221 E. Main street	18,500	4	130	\$440.00	\$110.00
7	Central Fire Station	203 Commerce Blvd.	17,488	4	125	\$480.00	\$120.00
8	City Hall	221 E. Main Street	24,000	4	140	\$500.00	\$125.00
9	City Hall Parking Garage	221 E. Main Street	40,000	4	100	\$360.00	\$90.00
10	Clay Madsen Recreation Center	1600 Gattis School Rd.	50,500	4	180	\$640.00	\$160.00
11	Environmental Svc Lab	5200 N. IH35	2,435	4	70	\$280.00	\$70.00
12	Facility Maintenance	2015 Lamar	8,510	4	115	\$460.00	\$115.00
13	Fire Logistics Warehouse	3300 Gattis School Rd.	6,550	4	110	\$440.00	\$110.00
14	Fire Station # 2	200 W. Bagdad Ave.	7,577	4	110	\$420.00	\$105.00
15	Fire Station # 3	221 Sundance Pkwy	6,550	4	110	\$420.00	\$105.00
16	Fire Station # 4	1301 Double Creek Drive.	11,232	4	125	\$440.00	\$110.00
17	Fire Station # 5	350 Deepwood Drive	8,500	4	115	\$460.00	\$105.00
18	Fire Station # 6	2919 Joe DiMaggio Blvd.	11,850	4	125	\$440.00	\$110.00
19	Fire Station # 7	2811 Oakmont Blvd.	6,500	4	110	\$420.00	\$105.00
20	Fire Station # 8	1812 Red bud Lane.	11,232	4	125	\$440.00	\$110.00
21	Fire Station # 9	2721 Sam Bass Rd.	3,300	4	90	\$360.00	\$90.00
22	General Services	212 commerce Cove.	5,046	4	90	\$360.00	\$90.00
23	Heritage House Building 1	901 Heritage Cir. (House)	3842	4	80	\$320.00	\$80.00
24	Heritage House Building 2	901 Heritage Cir. (Carriage House)	4,236	4	80	\$320.00	\$80.00
25	Intermodal Ticket Booth	300 W. Bagdad	550	4	50	\$200.00	\$50.00
26	Intermodal Parking Garage	300 W. Bagdad	56,661	4	100	\$360.00	\$90.00
27	Kinningham Park House	1000 South Creek Drive.	5,250	4	90	\$360.00	\$90.00
28	Library -Old	216 E. Main Street.	42,000	4	180	\$640.00	\$160.00
29	Library -New	200 E. Liberty Street	77,280	4	225	\$900.00	\$200.00

**Exhibit "A"**

30	Library Parking Garage	200 E. Liberty Street	110,379	4	100	\$360.00	\$90.00
31	McConico building	301 W. Bagdad Building 1	27,00	4	89	\$356.00	\$89.00
32	Multi Purpose field Complex	2001 Kenny Fort Blvd.	9,000	4	100	\$400.00	\$100.00
33	Pard Yard	300 S. Burnet Street.	10,000	4	125	\$480.00	\$120.00
34	Police Facility	2701 N. Mays Street	124,000	4	325	\$1,260.00	\$315.00
35	Public Works Building	2008 Enterprise	11,722	4	125	\$460.00	\$115.00
36	CRU Building	2008 Enterprise building B	2,340	4	80	\$320.00	\$80.00
37	Rabb House	151 N A.W. grimes Blvd.	3,000	4	90	\$360.00	\$90.00
38	Recycle center/ Brush Recycle	310 Deepwood Drive	1,200	4	65	\$260.00	\$65.00
39	Rock Care Clinic	901 Round Rock Ave Suite 300	1,500	4	85	\$340.00	\$80.00
40	Commons Building	901 Round Rock Ave Suite 300	1,400	4	65	\$260.00	\$65.00
41	Small Engine shop	901 Luther Peterson Place Building 2	1,500	4	65	\$260.00	\$65.00
42	Sport Center	2400 Chisholm Trail	82,800	4	195	\$780.00	\$195.00
43	Sport Center building B	2400 Chisholm Trail	15,000	4	125	\$480.00	\$120.00
44	Street and Signs	910 Luther Peterson Place.	7,895	4	90	\$360.00	\$90.00
45	Utility Support	5200 N. IH35	1,250	4	60	\$240.00	\$60.00
46	vehicle Maintenance	901 Luther Peterson Place. Building 1	9,540	4	90	\$360.00	\$90.00
47	Water Treatment Plant Phase 1	5200 N. IH35	8,478	4	90	\$360.00	\$90.00
48	Water Treatment Plant Phase 3	5200 N. IH35	14,876	4	125	\$480.00	\$120.00
49	Water Treatment Plant Phase 5	5200 N. IH35	14,876	4	125	\$480.00	\$120.00
50	Johnson Building	102 North Mays	4,500	4	90	\$340.00	\$80.00
51	Future Additional Buildings		200,000	4	600	\$2,100.00	\$525.00
<b>Estimated Annual Total:</b>						<b>\$24,216.00</b>	

**Section II: Service Call Rate**

No.	Description	Unit	Estimate d Quantity	Unit Price	Extended Total
1	Service Call Rate	Per Hour	500	98	\$49,000.00
2	After Hours Service Call Rate	Per Hour	200	98	\$19,600.00
<b>Estimated Annual Total:</b>					<b>\$68,600.00</b>
<b>Total Estimated Annual Totals of Sections I &amp; II:</b>					<b>\$92,816.00</b>

**Section III: Additional Services** This section will not be evaluated but will become part of the contract.

No.	Description	0-100%
1	Discount Off Additional Services	8%

COMPANY NAME:

ABC HOME AND COMMERCIAL SERVICES

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME:

CALEB HALL

PHONE NUMBER:

EMAIL ADDRESS:

Solicitation #	RFP 23-010
Solicitation Description	Pest Control Services

Evaluator Matrix														
Criteria #	Description	PTS	Respondents											
			ABC Home & Commercial Services		BUGCO		DISINFIX		Oliver Pest Control		Pestmaster		Vendor #8 (Replace with actual vendor name)	
2	Solution and Program (Tabs 2 & 3)	40	29	29	18	18	13	13	11	11	30	30	0	0
3	Company Work Experience (Tabs 5 & 6)	40	29	29	14	14	13	13	11	11	30	30	0	0
<b>Total Score</b>		<b>80</b>	<b>58</b>		<b>32</b>		<b>26</b>		<b>22</b>		<b>60</b>		<b>0</b>	

The following table may be utilized as a general guide for assigning points for each evaluation criteria.

Maximum Points	40	35	30	25	20	15	10	5
Suggested Point Range for Rating Above								
Above Average	28-40	24-35	21-30	17-25	14-20	10-15	7-10	4-5
Average	15-27	12-23	11-20	8-16	7-13	5-9	3-6	2-3
Below Average	0-14	0-11	0-10	0-7	0-6	0-4	0-2	0-1

# 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

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

ABC HOME AND COMMERCIAL SERVICES  
AUSTIN, TX United States

Certificate Number:

2023-1031617

Date Filed:

06/07/2023

Date Acknowledged:

**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 PEST CONTROL SERVICES  
PEST CONTROL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	ABC HOME AND COMMERCIAL SERVICES	AUSTIN, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Caleb D. Hall, and my date of birth is [REDACTED].

My address is 1603 COLBY LN., Cedar Park, TX, 78613, 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 7 day of June, 2023.  
(month) (year)

Caleb D. Hall  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
ABC HOME AND COMMERCIAL SERVICES  
AUSTIN, TX United States

**Certificate Number:**  
2023-1031617

**Date Filed:**  
06/07/2023

**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

**Date Acknowledged:**  
06/16/2023

**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 PEST CONTROL SERVICES  
PEST CONTROL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	ABC HOME AND COMMERCIAL SERVICES	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: H.5**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Pestmaster Services of Austin for pest control services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$800,000.00

**Indexes:** General Fund

**Attachments:** Resolution, Exhibit A, Bid Tab, Form 1295

**Department:** General Services

---

### **Text of Legislative File 2023-201**

With this agreement, the General Services Department will establish a contract with Pestmaster Services of Austin to perform pest control services for city facilities.

This award recommendation is for the City of Round Rock - General Services department to establish a contract with Pestmasters for pest control 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 33 vendors were contacted and a total of five vendor responses were received. It has been determined that Pest Master Services of Austin and ABC Home and Commercial Services offer the best value to the City, therefore the General Services Department recommends the contract be awarded to by Pest Master Services of Austin and ABC Home and Commercial Services for pest control services required to support City operations.

This is a dual contract.

An evaluation team with expertise in this area evaluated the offers and score Pest Master Services of Austin and ABC Home and Commercial Services as the best to provide these services based on the Respondent's solution and program, company work experience, and cost.

**Cost:** \$160,000.00 yearly (5 year agreement \$800,000.00)

**Source of Funds:** General Fund

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**RESOLUTION NO. R-2023-201**

**WHEREAS**, the City of Round Rock (“City”) has duly sought proposals for the purchase of pest control services; and

**WHEREAS**, Pestmaster Services of Austin 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 Pestmaster Services of Austin for pest control 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 Pest Control Services with Pestmaster Services of Austin, 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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK  
AGREEMENT FOR PURCHASE OF  
PEST CONTROL SERVICES  
WITH  
PESTMASTER SERVICES OF AUSTIN**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THAT THIS Agreement for the purchase of pest control 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 PESTMASTER SERVICES OF AUSTIN, whose offices are located at 108 Clear Spring Road, Georgetown, Texas 78628 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase pest control 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. 23-010

dated January 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 ABC Home and Commercial Services, 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 23-010 dated January 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 (pest control 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 Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) per year** for Service Provider’s services combined with the dual provider’s services for a total not-to-exceed amount of **Eight Hundred Thousand and No/100 Dollars (\$800,000.00)** 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](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:

Pam Keltgen, Custodian Supervisor  
General Services Department  
212 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3353  
[pkeltgen@roundrocktexas.gov](mailto:pkeltgen@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 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 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:**

Pestmaster Services of Austin  
108 Clear Spring Road  
Georgetown, TX 78628

**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

**Pestmaster Services of Austin**

By:  \_\_\_\_\_  
Printed Name: John Noles  
Title: Owner  
Date Signed: 5-23-2023



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**REQUEST FOR PROPOSAL (RFP)**

**PEST CONTROL SERVICES**

**SOLICITATION NUMBER 23-010**

**JANUARY 2023**

**PEST CONTROL SERVICES  
 PART I  
 GENERAL REQUIREMENTS**

- PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing pest control services. The City requires services be provided to 47 facilities totaling more than 900,000 square feet of treatment area. The City intends to multi-award this contract.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Proposal Submittal Form and Execution	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Cost Proposal Sheet	Separate Attachment

- AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Allen Reich, CPPB**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-5458  
 E-mail: [areich@roundrocktexas.gov](mailto:areich@roundrocktexas.gov)

**Amanda Crowell, CPPB**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-5458  
 E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 27, 2023
Mandatory Pre-Proposal meeting	February 8, 2023 @ 1:30PM, CST
Deadline for submission of questions	February 15, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 17, 2023 @ 5:00 PM, CST

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<b>Deadline for submission of responses</b>	February 24, 2023 @ 3:00 PM, CST
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All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the 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://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> 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.
  
6. **MANDATORY PRE-PROPOSAL MEETING, SITE VISIT, AND INSPECTION:** A mandatory pre-proposal meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I, Section 4 - Schedule of Events.
  - A. Attendance at the pre-proposal meeting / site visit is mandatory. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour of City Hall will be conducted to enable Respondents to assess conditions. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-proposal meeting and site visit tour which will be conducted at:
 

**City Hall Council Chambers**  
**221 E. Main Street**  
**Round Rock, Texas 78664-5299**
  - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
  - C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.
  
7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:
 

**City of Round Rock**  
**Attn: Allen Reich**  
**Purchasing Division**  
**221 E. Main Street**  
**Round Rock, Texas 78664-5299**

  - A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
  - B. Facsimile or electronically transmitted responses are not acceptable.
  - C. Responses cannot be altered or amended after 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 proposal.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.

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- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
- **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
  - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline may result in the disqualification of your proposal.
  - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
  - **Attachment C: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. 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.
9. **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
10. **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.
11. **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

City of Round Rock  
 Pest Control Services  
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 January 2023

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](mailto: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:
    - 1) your name, address, telephone number, and email address.
    - 2) the solicitation number.
    - 3) a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - 4) a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - 5) a statement of any issues of law or fact that you contend must be resolved; and
    - 6) 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. Be firms, corporations, individuals, or partnerships normally engaged in providing pest control services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. Have sufficient staff located in Central Texas to perform these services.
  - 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 local company experienced in pest control 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:** The Contractor 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.

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- 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.
7. **ORDER QUANTITY:** The quantities shown in the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
8. **PRICE INCREASE:** Contract prices for pest control 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.
- 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. Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:
- City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 E Main Street  
Round Rock, TX 79664-5299**
- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the vendor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor 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 vendor 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 at no additional cost.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

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**11. 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:

**Pam Keltgen**  
**Custodian Supervisor**  
**General Services**  
**Phone: (512) 341-3353**  
**E-mail: [pkeltgen@roundrocktexas.gov](mailto:pkeltgen@roundrocktexas.gov)**

**PART IV  
 SCOPE OF WORK**

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing pest control services. The City requires services be provided to 47 facilities totaling more than 900,000 square feet of treatment area.
2. **SERVICE LOCATIONS:**
  - A. See **Attachment C – Cost Proposal Sheet** for a list of service locations and estimated square footage.
  - B. The City reserves the right to add or remove locations throughout the term of the contract.
  - C. New locations will be priced at the same price as similar sized buildings already on the contract.
  - D. There will be no additional charge for first time inspection of buildings added to the contract.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
  - A. Conduct initial inspections of all facilities to identify any existing pest issues and provide a report of findings to the city.
  - B. Develop a customized pest control plan for each facility, taking into account the specific needs and challenges of each location.
  - C. Develop a firm quarterly treatment schedule for each building and provide a copy to the City's department contact. Inspections will include checks for signs of pest infestations and application of pest control measures.
  - D. Submit detailed, site-specific recommendations for structural and procedural modifications necessary to prevent pests. Copies of all recommendations must be submitted to the department contact.
  - E. Provide monthly bait stations as needed to meet the department's/facility's needs.
  - F. Remove and dispose of any trapped vermin.
  - G. Employees must check in with the front desk administrator before performing any work. If the administrator is not available, employees must contact the contract point of contact.
  - H. Dispose of empty containers, unused chemicals, and supplies in accordance with Federal, State, and City regulatory requirements.
  - I. Apply granular fire ant control for an estimated 100,000 square feet.
4. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
  - A. Furnish all materials, labor, and equipment necessary to provide the specified pest control inspections, treatment, and/or removal of but not limited to vermin, ants, termites, rodents, spiders, flying insects, and birds.
  - B. Respond to call back requests for pest infestations between regularly scheduled inspections.
    - i. Contractor must respond to the department contact within twelve (12) hours from receipt of request and perform service within 24 hours of the initial notification or as scheduled by the department contact.
    - ii. This service **shall not** be considered nor billed as an additional service call or service event.
  - C. Respond to the department contact within 24 hours of receiving a request and be onsite within 48 hours of notification for emergency service.
  - D. Obtain written approval from the City for the list of all pesticides to be used under this contract before use.
  - E. Provide all necessary personal protective equipment for technicians performing services.
  - F. Provide written reports and records of treatment type, location, and frequency within 48 hours of treatment.
  - G. Re-treat any area found to be unsatisfactory at no additional cost to the City.
  - H. Comply with all applicable federal, state, and local laws, regulations, and standards related to pest control services.

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5. **DESIGNATED CONTACT PERSON:** The City requires that the Contractor provide a designated crew leader or point of contact throughout the term of the contract. This person's name and phone number must be provided to the City. If the designated contact person changes during the contract, the City must be notified immediately, and no substitutions of key personnel will be permitted without written approval from the City. The designated contact person may be required to attend an oral presentation before the contract is awarded. In addition, the City requires the contractor to provide a secondary designated contact person to communicate with in case the primary contact is unavailable.
  
6. **CITY RESPONSIBILITIES:** The City will:
  - A. Provide access to treatment and inspection locations.
  - B. Communicate any health or safety concerns to the pest control company.
  - C. Inform the pest control company of any changes to the facilities or pest activity after the initial inspection.
  - D. Follow recommendations from the Contractor for pest prevention between treatments.

**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. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

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>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1 - 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.
  - B. **Tab 2 - Approach and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
  - C. **Tab 3 - Program:** Describe your technical plan for accomplishing required work. 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:
    - i. A description of your general inspection and treatment procedures.
    - ii. Treatment procedures for Fire Ants and Rodents.
    - iii. Procedures for trapping and timely removal of vermin.
    - iv. Provide a list of all chemicals that will be used and their use in the treatment process.
  - D. **Tab 4 - 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.

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- E. **Tab 5 - Prior Experience:** Describe only relevant municipal, corporate, and individual experience for 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.
  - F. **Tab 6 - Personnel:** Include names, qualifications, 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.
  - G. **Tab 7- 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.
  - H. **Tab 8 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, and signed addendums (if applicable).
  - I. **Tab 9 – 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.** Separate from the cost proposal sheet itemize to show the following for each category of personnel with separate hourly rate. This will become part of the resulting Contract.
      - a. Manager, supervisor, etc.
      - b. Estimated hours for each category of personnel.
      - c. Rate applied for each category of personnel.
    - ii. **Estimated Annual Total (not to exceed)** on Attachment C- Cost Proposal Sheet. This should include all supplies and materials required to successfully perform the Contract.
  - J. **Tab 10- Exceptions:** 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.
6. **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:
• Solution and Program (Tabs 2 & 3)	40 pts
• Company Work Experience (Tabs 5 & 6)	40 pts
• <u>Cost Proposal (Tab 9)</u>	<u>20 pts</u>
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.

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- 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.

**7. 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.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- E. 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.
- F. 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 Contractor.

**8. 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.

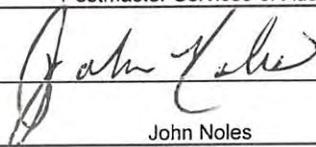
**RFP 23-010 Pest Control Services  
Attachment C - Cost Proposal Sheet**

Special Instructions: Pricing for quarterly treatments shall be a fixed rate to include all labor, materials, travel expenses, insurance, and administrative costs. All lines must filled in to be considered responsive.

**Section I: Quarterly Treatment**

No.	Location	Address	Square Footage	Quantity	Per Quarter Treatment Cost	Extended Total
1	Allen R Baca Parking Garage	301 W. Bagdad	40,000	4	\$72.75	\$291.00
2	Allen R Baca senior Center	301 W. Bagdad Building B	28,435	4	\$92.15	\$368.60
3	Bob Bennet Building #1	3400 Sunrise Road.	32,000	4	\$87.30	\$349.20
4	Bob Bennet Building #2	3400 Sunrise Road.	7,000	4	\$48.50	\$194.00
5	Bob Bennet Building #3	3400 Sunrise Road.	15,000	4	\$58.20	\$232.80
6	Business Center	221 E. Main street	18,500	4	\$87.30	\$349.20
7	Central Fire Station	203 Commerce Blvd.	17,488	4	\$63.05	\$252.20
8	City Hall	221 E. Main Street	24,000	4	\$87.30	\$349.20
9	City Hall Parking Garage	221 E. Main Street	40,000	4	\$72.75	\$291.00
10	Clay Madsen Recreation Center	1600 Gattis School Rd.	50,500	4	\$106.70	\$426.80
11	Environmental Svc Lab	5200 N. IH35	2,435	4	\$48.50	\$194.00
12	Facility Maintenance	2015 Lamar	8,510	4	\$63.05	\$252.20
13	Fire Logistics Warehouse	3300 Gattis School Rd.	6,550	4	\$63.05	\$252.20
14	Fire Station # 2	200 W. Bagdad Ave.	7,577	4	\$63.05	\$252.20
15	Fire Station # 3	221 Sundance Pkwy	6,550	4	\$63.05	\$252.20
16	Fire Station # 4	1301 Double Creek Drive.	11,232	4	\$63.05	\$252.20
17	Fire Station # 5	350 Deepwood Drive	8,500	4	\$63.05	\$252.20
18	Fire Station # 6	2919 Joe DiMaggio Blvd.	11,850	4	\$63.05	\$252.20
19	Fire Station # 7	2811 Oakmont Blvd.	6,500	4	\$63.05	\$252.20
20	Fire Station # 8	1812 Red bud Lane.	11,232	4	\$63.05	\$252.20
21	Fire Station # 9	2721 Sam Bass Rd.	3,300	4	\$63.05	\$252.20
22	General Services	212 commerce Cove.	5,046	4	\$58.20	\$232.80
23	Heritage House Building 1	901 Heritage Cir. (House)	3842	4	\$58.20	\$232.80
24	Heritage House Building 2	901 Heritage Cir. (Carriage House)	4,236	4	\$58.20	\$232.80
25	Intermodal Ticket Booth	300 W. Bagdad	550	4	\$33.95	\$135.80
26	Intermodal Parking Garage	300 W. Bagdad	56,661	4	\$72.75	\$291.00
27	Kinningham Park House	1000 South Creek Drive.	5,250	4	\$58.20	\$232.80
28	Library -Old	216 E. Main Street.	42,000	4	\$87.30	\$349.20
29	Library -New	200 E. Liberty Street	77,280	4	\$121.25	\$485.00
30	Library Parking Garage	200 E. Liberty Street	110,379	4	\$72.75	\$291.00
31	McConico building	301 W. Bagdad Building 1	27,000	4	\$92.15	\$368.60
32	Multi Purpose field Complex	2001 Kenny Fort Blvd.	9,000	4	\$97.00	\$388.00
33	Pard Yard	300 S. Burnet Street.	10,000	4	\$87.30	\$349.20
34	Police Facility	2701 N. Mays Street	124,000	4	\$140.65	\$562.60
35	Public Works Building	2008 Enterprise	11,722	4	\$63.05	\$252.20
36	CRU Building	2008 Enterprise building B	2,340	4	\$38.00	\$152.00
37	Rabb House	151 N A.W. grimes Blvd.	3,000	4	\$72.75	\$291.00
38	Recycle center/ Brush Recycle	310 Deepwood Drive	1,200	4	\$38.80	\$155.20
39	Rock Care Clinic	901 Round Rock Ave Suite 300	1,500	4	\$43.65	\$174.60
40	Commons Building	901 Round Rock Ave Suite 300	1,400	4	\$43.65	\$174.60
41	Small Engine shop	901 Luther Peterson Place Building 2	1,500	4	\$48.50	\$194.00
42	Sport Center	2400 Chisholm Trail	82,800	4	\$145.50	\$582.00
43	Sport Center building B	2400 Chisholm Trail	15,000	4	\$48.50	\$194.00
44	Street and Signs	910 Luther Peterson Place.	7,895	4	\$48.50	\$194.00
45	Utility Support	5200 N. IH35	1,250	4	\$48.50	\$194.00
46	vehicle Maintenance	901 Luther Peterson Place. Building 1	9,540	4	\$72.75	\$291.00
47	Water Treatment Plant Phase 1	5200 N. IH35	8,478	4	\$63.05	\$252.20
48	Water Treatment Plant Phase 3	5200 N. IH35	14,876	4	\$87.30	\$349.20
49	Water Treatment Plant Phase 5	5200 N. IH35	14,876	4	\$87.30	\$349.20
50	Johnson Building	102 North Mays	4,500	4	\$63.05	\$252.20
51	Future Additional Buildings		200,000	4	\$194.00	\$776.00
<b>Estimated Annual Total:</b>						<b>\$13,770.80</b>

**RFP 23-010 Pest Control Services  
Attachment C - Cost Proposal Sheet**

<b>Section II: Service Call Rate</b>					
No.	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	Service Call Rate	Per Hour	500	\$58.20	\$29,100.00
2	After Hours Service Call Rate	Per Hour	200	\$72.75	\$14,550.00
<b>Estimated Annual Total:</b>					<b>\$43,650.00</b>
<b>Total Estimated Annual Totals of Sections I &amp; II:</b>					<b>\$57,420.80</b>
<b>Section III: Additional Services</b> This section will not be evaluated but will become part of the contract.					
No.	Description	0-100%			
1	Discount Off Additional Services				
<p>COMPANY NAME: <span style="float: right;">Pestmaster Services of Austin</span></p> <p>SIGNATURE OF AUTHORIZED REPRESENTATIVE: <span style="float: right;"></span></p> <p>PRINTED NAME: <span style="float: right;">John Noles</span></p> <p>PHONE NUMBER: <span style="float: right;">512-677-1027</span></p> <p>EMAIL ADDRESS: <span style="float: right;"><a href="mailto:pestmaster@suddenlink.net">pestmaster@suddenlink.net</a></span></p>					

Solicitation #	RFP 23-010
Solicitation Description	Pest Control Services

Evaluator Matrix														
Criteria #	Description	PTS	Respondents											
			ABC Home & Commercial Services		BUGCO		DISINFIX		Oliver Pest Control		Pestmaster		Vendor #8 (Replace with actual vendor name)	
2	Solution and Program (Tabs 2 & 3)	40	29	29	18	18	13	13	11	11	30	30	0	0
3	Company Work Experience (Tabs 5 & 6)	40	29	29	14	14	13	13	11	11	30	30	0	0
<b>Total Score</b>		<b>80</b>	<b>58</b>		<b>32</b>		<b>26</b>		<b>22</b>		<b>60</b>		<b>0</b>	

The following table may be utilized as a general guide for assigning points for each evaluation criteria.

Maximum Points	40	35	30	25	20	15	10	5
Suggested Point Range for Rating Above								
Above Average	28-40	24-35	21-30	17-25	14-20	10-15	7-10	4-5
Average	15-27	12-23	11-20	8-16	7-13	5-9	3-6	2-3
Below Average	0-14	0-11	0-10	0-7	0-6	0-4	0-2	0-1

# 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

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

Noles Pest Service LLC, dba Pestmaster Services  
 Georgetown, TX United States

Certificate Number:  
 2023-1028139

Date Filed:  
 05/31/2023

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

Date Acknowledged:

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  
 City wide Pest Control

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.

6 UNSWORN DECLARATION

My name is Melanie Noles and my date of birth is [REDACTED]

My address is 108 Clear Springs Rd, Georgetown, Tx, 78628, US  
(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 31 day of May, 2023.  
(month) (year)

Melanie Noles  
 Signature of authorized agent of contracting business entity  
(Declarant)





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.6**

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**Title:** Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Austin Environmental, Inc. for asbestos testing and inspection services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$250,000.00

**Indexes:** General Fund

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** General Services

---

### **Text of Legislative File 2023-202**

With this agreement, the General Services Department will establish a Five Year Trades contract with Austin Environmental, Inc. to perform asbestos and lead testing and inspections.

This contract was established through a professional services process and has been exempted from competition as prescribed in Texas Local Government Code 252.022.

Five year agreement.

**Cost:** \$250,000.00

**Source of Funds:** General Fund

**RESOLUTION NO. R-2023-202**

**WHEREAS**, the City of Round Rock (“City”) desires to retain professional consulting services related to asbestos testing and inspection services; and

**WHEREAS**, Austin Environmental, 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 Austin Environmental, 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 Asbestos Testing and Inspection Services with Austin Environmental, 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 13th day of July, 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  
ASBESTOS TESTING AND INSPECTION SERVICES  
WITH  
AUSTIN ENVIRONMENTAL, 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 asbestos testing and inspection services (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 AUSTIN ENVIRONMENTAL, INC., with a mailing address of P.O. Box 143263, Austin, Texas 78714 (the "Consultant").

**RECITALS:**

**WHEREAS**, professional services related to asbestos testing and inspection services (the "Project") are desired by the City; 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 be sixty (60) months from the effective date.

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 SCOPE OF SERVICES**

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," which shall be referred to as the Scope of Services and Hourly Rates 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 "A." 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.

## **3.0 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 "A" may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

## **4.0 CONTRACT AMOUNT**

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** at the hourly rates set forth in Exhibit "A."

## **5.0 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.

## **6.0 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](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

## **7.0 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.

## **8.0 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.

## **9.0 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.

## **10.0 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.

#### **11.0 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.

#### **12.0 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.

### **13.0 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.

## **14.0 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.

## **15.0 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.

## **16.0 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.

## **17.0 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.

## **18.0 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.

## **19.0 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.

## **20.0 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.

## **21.0 DESIGNATION OF REPRESENTATIVES**

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

Eric Dady  
Facility Maintenance Manager  
General Services Department  
212 Commerce Boulevard  
Round Rock, Texas 78664  
(512) 218-5472  
[edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)

## **22.0 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:**

Austin Environmental, Inc.  
P.O. Box 143263  
Austin, Texas 78714

### **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.

## **23.0 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 Texas.

## **24.0 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.

## **25.0 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.

## **26.0 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.

## **27.0 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.

## **28.0 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.

## **29.0 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.

## **30.0 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.

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: \_\_\_\_\_

**Austin Environmental, Inc.**

By: Paul Deh  
Printed Name: Paul Dehlinger  
Title: Senior Worker  
Date Signed: 4/12/2023

**For City, Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

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

**Exhibit "A"**  
**Scope of Services & Hourly Rates**

Austin Environmental, Inc., is pleased to present this statement of qualifications for asbestos consulting services including inspections, project design, air monitoring and project management for the City Round Rock in order to comply with federal and state regulatory agencies prior to renovation or demolition of public and commercial buildings. Austin Environmental Inc., also specialize in mold consulting, lead-based paint and indoor air quality testing.

Austin Environmental, Inc., is a fully licensed Texas Department of State Health Services (DSHS) Asbestos Consultant Agency (100313) and Asbestos Laboratory (#300283 PCM). Austin Environmental Inc. was established and licensed in 2001 and has been a respected consulting agency in the Brazos Valley and Central Texas. Mr. Paul Dehlinger, holds a Bachelor of Science (BS) degree in Agricultural Science from Texas Tech University. Mr. Paul Dehlinger is the owner of Austin Environmental Inc., holds a asbestos consultant license (105523) has over 30 years of asbestos consulting and environmental experience; Mr. Martin Dehlinger holds a Bachelor of Science (BS) degree from Sam Houston State University (SHSU) in Industrial Science, a licensed asbestos consultant (105786) with 9 years of asbestos inspections, project management and air monitoring experience. Mr. James Hendrix, a industrial hygienist for Austin Environmental has 30 years of asbestos experience performing asbestos contractor / supervisor removal projects, asbestos inspections (603677), asbestos air monitoring (706962) and asbestos project management (501801).

Mr. Paul B. Dehlinger will be the contact person for the City of Round Rock. For the past sixteen (16) years that Austin Environmental Inc., has been performing asbestos and environmental related services to other cities Mr. Dehlinger has provided his personal cell phone # available to city employees in the event unexpected asbestos disturbances have been identified on weekend or off-peak hours. Austin Environmental Inc., will be available for a prompt response to any asbestos testing, air monitoring and asbestos project management needs required for any asbestos consulting services and project oversight for the removal of asbestos containing building materials (ACBM). Austin Environmental Inc. has offices in Austin and Bryan, Texas.

**Exhibit "A"**  
**Scope of Services & Hourly Rates**

**Contract and Agreement Supervisor:**

-

Mr. Paul Dehlinger will be in charge of all negotiations for the firm and will be assigned to provide asbestos consulting services, submit asbestos proposals, contract documents and review project close-out documents. Mr. Paul Dehlinger and his staff have performed asbestos consulting services for other municipalities and entities including; City of Bryan, College Station, Round Rock, Cameron, Huntsville, Brenham, Llano, Burnet, Brazos County, Hearne, Llano County, Milam County, City of Giddings, Lee County, CHI Saint Joseph Hospital District, Marble Falls as well as other entities including, Texas A&M University, Texas A&M University System, Bryan ISD, Temple College, Texas Dept., of Transportation, Sam Houston State University, KIPP Austin, CBRE and hundreds of other entities and private individuals.

**Scope of Services**

***Asbestos inspection services provided by Austin Environmental Inc. include:***

- Field investigation and visual observations
- Determine the presence and location of suspect friable and non-friable (ACBM)
- Sampling, collection and condition assessment of suspect ACBM
- Analysis of suspect ACBM
- Document the condition of suspect ACBM
- Collect information on the friability of asbestos-containing building materials if present
- Prepare asbestos project design, asbestos air monitoring, drawings and floor plans for the proper removal and abatement of ACBM

1. Determine quantities of ACBM that must be abated prior to renovation activities

**Additional Asbestos Services Austin Environmental Inc. Provides:**

- Produce Asbestos Project Design and bidding documents for Asbestos Abatement Contractors required for bidding purposes.
- Provide notification to federal and state regulatory agencies for asbestos removal.
- Provide air monitoring and project management of the asbestos abatement project.
- Ensure compliance with Environmental Protection Agency (EPA), Occupational Safety and Health (OSHA) and the Texas Dept. of State Health Services (DSHS) asbestos regulations Texas Asbestos Health Protection Rules (TAHPR)
- Documentation of proper waste disposal (manifests) as required by TCEQ.
- Provide project close-out documentation at the completion of the project

Exhibit "A"  
Scope of Services & Hourly Rates

- **Additional Environmental Services Austin Environmental Inc. Provides:**

***Lead Based Paint & Mold***

- Provide mold sample testing
- Air Quality testing using spore trap cassettes
- Ability to manufacture mold protocol
- Ability to perform mold testing in public and commercial buildings
- Ability to provide lead testing, lead sampling and final report
- Provide demolition cost estimates for compliance with CDGB regulations

**PAUL B. DEHLINGER  
AUSTIN ENVIRONMENTAL, INC.  
PRESIDENT  
P.O. BOX 143263  
AUSTIN, TEXAS 78714  
(979) 778-2699**

**EDUCATION AND TRAINING**

Texas Tech University, Lubbock Texas May 1988  
Bachelor of Science in Agricultural Sciences  
Licensed Individual Asbestos Consultant  
License Number: #10-5523  
Licensed Mold Assessment Consultant  
License Number #MAC1046  
Professional Registered Sanitarian  
Hazardous Waste Operation and Emergency Response Training (HazWoper)  
Asbestos Contractor Supervisor Training  
Department of Labor Industrial Hygiene Training

**ACHIEVEMENTS AND ACCOMPLISHMENTS**

AUSTIN ENVIRONMENTAL, INC., April 2001-Present

Responsible for performing asbestos inspections, indoor air quality inspections and asbestos consulting on asbestos removal projects. Provide the building owner with technical advice on regulatory requirements concerning renovation and demolitions activities on commercial, industrial and public and private facilities.

Responsible for writing computer generated technical reports, project specifications, air monitoring, bid proposals, scope of work and remediation activities. Consult with building owners to ensure compliance of federal, state and local asbestos, lead-based

**Exhibit "A"**  
**Scope of Services & Hourly Rates**

paint and indoor air quality guidelines and rules.

Perform comprehensive building inspections for mold, asbestos and lead based paint hazards. Perform industrial hygiene inspections and use recommended techniques as provided by the National Institute of Occupational Safety and Health (NIOSH) and the American Industrial Hygiene Association (AIHA). Collection of molds with the Anderson Sampler, Allegenco, Air-O-Cell cassettes, bulk and tape samples.

TEXAS A&M UNIVERSITY, December 1999-April-2001

Safety Specialist

TEXAS DEPARTMENT OF HEALTH, November 1992-June 1999

Environmental Specialist

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Exhibit "A"  
 Scope of Services & Hourly Rates  
**AUSTIN ENVIRONMENTAL, INC.**  
 P.O. Box 143263  
 Austin, Texas 77805  
 512-587-8036  
[pdehlinger@austinenv.com](mailto:pdehlinger@austinenv.com)

Asbestos Consulting Proposal

Date:

Proposal No.:

Project Name:

Location:

Project Contact:

Telephone No.:

Description of Services: Perform asbestos consulting services including inspections and asbestos air monitoring report. The asbestos services proposal will comply with the Texas Asbestos Health Protection Rules (TAHPA), EPA National Emissions Standards for Hazardous Air Pollutants NESHAP (40 CFR Part 61 subpart M) and Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101 asbestos requirements.

Exclusions include asbestos abatement, replacement costs and DSHS asbestos fees estimated at \$300.00 to be paid by

**PROPERTY OWNER/OPERATOR IDENTIFICATION:**

Name:

Address:

Attention:

**INVOICING:**

Asbestos Air Monitoring per day (9) hour workday	\$600.00/Per Day* \$3,000.00 for Monitoring Five (5) working days*
Project Management	\$200.00
Asbestos Project Design	\$550.00
Final Report	\$450.00
<b>Asbestos Consulting Services</b>	

Proposal does not include Department of State Health Services (DSHS) asbestos fees estimated at \$300.00 to be paid by building owner.

Austin Environmental Inc., /Paul B. Dehlinger fee is based on the scope of work described in the proposal. If the proposal is accepted, please indicate with signature below and return proposal. Proposal is valid for a period not to exceed 60 days.

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_

# 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:  
 2023-1012071

Date Filed:  
 04/25/2023

Date Acknowledged:

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

Austin Environmental Inc.,  
 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.

111-11-2023  
 asbesos

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
round rock	round rock, TX United States		X

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Paul Dehlinger and my date of birth is [REDACTED]  
 My address is P.O. Box 143263 Austin TX 78714 Travis  
(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 TX, on the 25 day of April, 2023  
(month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.7**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM Technical Services, Inc. for the Water Treatment Plant Miscellaneous Improvements Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Michael Thane, Director of Utilities and Environmental Services

**Cost:** \$257,490.00

**Indexes:** Self-Financed Water Construction

**Attachments:** Resolution, Exhibit A, Map

**Department:** Utilities & Environmental Services

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### **Text of Legislative File 2023-203**

The City of Round Rock owns and operates a surface water treatment plant (WTP) south of Westinghouse Road. The WTP can treat approximately 52 million gallons of water per day through three existing treatment plant phases known as Phase 3, Phase 4, and Phase 5. These treatment plant phases were constructed between 1996 and 2003. Due to the age of the treatment plant phases, various equipment and piping has reached the end of its useful life and is becoming a maintenance issue.

The City requested AECOM review the condition of miscellaneous piping and equipment and develop a rehabilitation plan to replace failing components. The project will evaluate and replace the chemical piping associated with the alum and polymer chemical feed systems. These chemical systems are required for the water treatment plant to operate effectively. Additionally, the project will replace the wash down water piping associated with all phases of the treatment plant. Other plant improvements include installing sample lines from different points in the treatment process to the existing laboratory, and replacement of valve operating stems that have failed.

The total cost of the contract is \$257,490 and includes the engineering and bid phase services for the project.

**Cost: \$257,490**

**Source of Funds: Self-Financed Water Construction**



**RESOLUTION NO. R-2023-203**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the Water Treatment Plant Miscellaneous Improvements Project, and

**WHEREAS**, AECOM Technical Services, Inc. has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract with AECOM Technical Services, 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 a Contract for Engineering Services with AECOM Technical Services, Inc. for the Water Treatment Plant Miscellaneous Improvements Project, a copy of said contract 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 13th day of July, 2023.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**EXHIBIT**  
**"A"**



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

**FIRM:** AECOM TECHNICAL SERVICES, INC. (“Engineer”)  
**ADDRESS:** 13640 Briarwick Boulevard, Austin, TX 78729  
**PROJECT:** Water Treatment Plant Miscellaneous Improvements

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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

## **CONTRACT DOCUMENTS**

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

### **ARTICLE 1** **CITY SERVICES**

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

### **ARTICLE 2** **ENGINEERING SERVICES**

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

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

### **ARTICLE 3** **CONTRACT TERM**

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

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

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

**ARTICLE 4**  
**COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Two Hundred Fifty-Seven Thousand Four Hundred Ninety and No/100 Dollars, (\$257,490.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

**ARTICLE 5**  
**METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

**ARTICLE 6**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 7**  
**NOTICE TO PROCEED**

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

**ARTICLE 8**  
**PROJECT TEAM**

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

Adam Levy, P.E.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 341-3394  
Email Address [alevy@roundrocktexas.gov](mailto:alevy@roundrocktexas.gov)

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

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

John N. Buser, P.E.  
Associate Vice President  
13640 Briarwick Boulevard  
Austin, TX 78729  
Telephone Number (512) 457-7701  
Fax Number N/A  
Email Address [John.buser@aecom.com](mailto:John.buser@aecom.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 10**  
**SUSPENSION**

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

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

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

**ARTICLE 11**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 12**  
**CHANGES IN ENGINEERING SERVICES**

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

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

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

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

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

**ARTICLE 14**  
**USE OF DOCUMENTS**

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

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

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

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

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

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

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

## **ARTICLE 16**

### **SUBCONTRACTING**

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

**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

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

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

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

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

**ARTICLE 22**  
**INDEMNIFICATION**

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

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

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

**ARTICLE 24**  
**ENGINEER'S SEAL**

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

**ARTICLE 25**  
**NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

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

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

**ARTICLE 26**  
**INSURANCE**

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

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

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

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

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

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

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

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

**ARTICLE 27**  
**COPYRIGHTS**

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

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 29**  
**SEVERABILITY**

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

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

John N. Buser, P.E.  
Associate Vice President  
13640 Briarwick Boulevard  
Austin, TX 78729

**ARTICLE 33**  
**GENERAL PROVISIONS**

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

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

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

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

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

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

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

### **ARTICLE 34** **SIGNATORY WARRANTY**

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

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

AECOM TECHNICAL SERVICES, INC.

By:  \_\_\_\_\_  
Signature of Principal  
Printed Name: John N. Buser

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**LIST OF EXHIBITS ATTACHED**

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

# **EXHIBIT A**

## City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- 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 Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task.

# EXHIBIT B

## Engineering Services

### PROJECT BACKGROUND

The City of Round Rock owns and operates a water treatment plant, referred to herein as the Round Rock Water Treatment Plant (RRWTP), located at 5200 N. IH35 in Round Rock, Texas. The RRWTP can treat approximately 52 MGD of raw water from Lake Georgetown through three existing treatment plant phases, referenced as Phase III, Phase IV, and Phase V. Each treatment phase includes a rapid-mix section, followed by flocculation basins, sedimentation basins, filters, a combined disinfection basin, and ends at several large clearwells and pumping stations which distribute treated drinking water into the City's distribution system. Construction of the various Phases has spanned several years, beginning in 1996 and going through 2002. Additionally, multiple smaller improvement projects have been constructed on the RRWTP site over the years, providing miscellaneous improvements to various treatment, and piping components.

Currently, the RRWTP uses Alum and polymer chemical addition for coagulation during the treatment process and Chlorine Gas and Liquid Anhydrous Ammonia for disinfection and residual control. Due to the length of time and severity of service, several chemical feed lines, the Alum and polymer feed systems, various sample pipes, and other miscellaneous items have reached their useful life and are beginning to fail, causing maintenance issues throughout the treatment plant and process. The City of Round Rock has asked AECOM to review the condition of miscellaneous piping and equipment components and to develop a rehabilitation plan to replace failing components and systems within the three treatment trains of the treatment plant.

### PROJECT DESCRIPTION

On February 28, 2023 AECOM and members of the City of Round Rock conducted a site visit at the RRWTP to identify components and systems associated with the chemical feed, sample lines, washdown water, and other miscellaneous components that are in need of repairs and/or replacement. Based on this site visit the following general areas require some level of rehabilitation:

- Raw and Settled Water sample lines from Phase III, IV, and V basins to the existing laboratory.

Raw Water sample line repairs from the main influent valve in the yard to the existing laboratory.

- A new Finished Water sample line from the combined filter effluent line to the existing laboratory.

A new Disinfected Water sample line from the existing Disinfection Basin to the existing laboratory.

- A new Finished Water sample line from the existing High Service Pump Stations to the existing laboratory.

Replacement of the chemical feed lines (Alum and Polymer) at the Phase III and IV treatment structures.

- Replacement of the chemical feed line (chlorine solution) and rotameter at the Phase V treatment structures.

Replacement of the bulk Alum fill and supply lines at the external Alum storage facility; including miscellaneous improvements to the piping, tanks, tank fill equipment, and minor monitoring system improvements.

- Replacement of the Alum feed system; including the day tanks piping, valves, and equipment including miscellaneous structural and instrumentation improvements inside the Phase III treatment building.

Replacement of the Polymer feed system; including piping, valves, equipment, and miscellaneous structural and instrumentation improvements inside the Phase III treatment building.

- Minor improvements within and adjacent to the existing laboratory to accommodate the new and existing sample lines and improvements to the laboratory water filtration system.

Replacement of the washdown water piping at the operating deck of the Phase V treatment facility.

- Replacement of mud valve operating stems and stem guides at the Phase V treatment facility.

Record information is available from the City of Round Rock for the existing facilities at the RRWTP and will be used as the basis for the development of rehabilitation and/or replacement plans for the piping and systems noted above. With the majority of these systems already in place, alternatives for pipe routing, material, and methods of chemical addition will not be reviewed and final design of the rehabilitation and/or replacement will move forward. It is anticipated that a complete set of construction plans will be developed to address repairs on the systems noted above, and those plans will be advertised for Bid and ultimate construction by a selected contractor. AECOM has been asked to provide Final Design and Bid Phase services for these improvements.

#### **SCOPE OF WORK**

The following paragraphs define the specific tasks associated with the Final Design and Bid Phase Services for the system and piping improvements described above.

##### **Task 1: Project Management**

1. Attend and conduct a project kick-off meeting with the Owner and other appropriate parties to review the scope of work, identify issues and challenges with the project, and establish the expectations for the project.
2. Attend routine progress meetings with the Owner and other appropriate parties to review the progress of the design phase. This task is based on the assumption that six (6) progress meetings will occur over the course of the design phase. Each meeting will be conducted virtually through Microsoft Teams and will require approximately four (4) manhours per meeting. Meeting Minutes will be produced and distributed to the appropriate parties. Milestone review meetings are separate from these meetings and are itemized elsewhere in this scope of work.
3. Prepare and submit monthly invoices and progress reports. The monthly reports will support the monthly billings. Progress Reports shall include a summary description of the tasks completed as of the progress report date and will be submitted with invoices on a monthly basis. This task is based on the assumption that monthly reports will be provided for the duration of the project, with each report and invoice requiring approximately two (2) manhours.

##### **Task 2: Final Design**

1. Collect and review available, existing data for the treatment plant, specifically the chemical feed and piping systems noted above, any underground piping and conduit, the existing electrical and instrumentation infrastructure, any survey information, and any geotechnical information. Items to review include record drawings, operation and maintenance manuals, instrumentation and control information, control narratives, etc. Identify any additional information which may be needed as a result of this review.
2. Identify and develop routing scenario for raw water and settled water sample lines and sample pumps, as needed from the Phase III, IV, and V water treatment facilities to the existing laboratory. It is anticipated that these lines will be routed within the concrete structures of the treatment facilities to the existing connection to the underground piping and thence to the existing laboratory connection. Additionally, review the installation of the existing laboratory water supply and determine the preferred location and size of the lab water processing unit. This task includes verifying the operational capacity of the existing line at the laboratory connection and includes one site visit to identify and verify pipeline routes and support needs.
3. Using the record information provided, conduct four (4) separate site visits to the RRWTP to inspect and confirm the record information and to develop repair and routing options for the various pipelines noted below. It is anticipated that each site visit will take two people approximately 8 hours to review and confirm the existing data, identify routing corridors, and identify possible replacement options.

4. Identify and develop routing scenarios for the Raw Water sample line, the Combined Effluent sample line, the Disinfected Water sample line, the Finished Water sample lines and sample pumps as needed, from the HSPS to the existing laboratory. These sample lines are located in the yard, and it is anticipated that there are no existing underground lines or routes to get the samples to the laboratory. This task includes identifying means to route the new piping into the existing laboratory. A redlined record drawing will be assembled to depict the proposed routing scenario.
5. Identify and develop routing scenarios and replacement options for the chemical feed piping within the treatment structures. It is anticipated that the Alum and Polymer chemical feed lines within Treatment Phases III and IV will be replaced. It is also anticipated that the Chlorine Solution chemical feed lines and rotameter within Treatment Phase V will be replaced. This task includes the identification of possible pipeline routes and support options within each of the treatment structures. A redlined record drawing will be assembled to depict the proposed routing scenario.
6. Identify and develop routing scenarios and replacement options for the Alum fill and supply lines at the external, bulk Alum storage facility. This task includes replacement options for piping and valves on the tank fill and drain lines as well as the addition of an external tank level sight gauge and miscellaneous electrical and I&C improvements to the monitoring instruments. It is anticipated that only the instruments and wiring between the instrument and the field panel will require repairs/replacement. A redlined record drawing will be assembled to depict the proposed routing scenario.
7. Identify and develop replacement options for the Alum chemical feed system within Treatment Phase III structure. Replacement options will include replacing the alum day tanks, the day tank fill lines, chemical feed pump suction and discharge lines, and miscellaneous repairs to the electrical and I&C facilities for the Alum feed system. In addition, protective coating and secondary containment options will be identified for use on concrete in the chemical feed area. This item does not include replacing the existing chemical feed pumps. A redlined record drawing will be assembled to depict the proposed routing scenario. Phasing of the construction will be determined during subsequent design phases (60%/90%).
8. Identify and develop replacement options for the Polymer chemical feed system within Treatment Phase III structure. Replacement options will include the chemical feed pump suction and discharge lines, miscellaneous repairs to the electrical and I&C facilities including replacement of the existing drum scales. A redlined record drawing will be assembled to depict the proposed routing scenario. Phasing of construction will be determined during subsequent design phases (60%/90%).
9. In addition to Item 8, review possible options for replacing and/or reconfiguring the polymer feed system in its entirety. Two alternatives will be reviewed and include: 1) reusing or replacing the existing fluoride feed tank with a polymer bulk tank that could feed polymer day tanks and 2) adding a lift to allow the current polymer drums to be lowered into the building or transitioning to totes all together. A short Technical Memorandum will be provided evaluating these two alternatives and will include an estimate of probable cost. In the event one of these two alternatives is selected for inclusion in the project, a separate proposal will be provided for consideration.
10. Identify and develop replacement options for the washdown water piping at the Treatment Phase III, IV, and V structures. Much of this piping was damaged during recent weather events despite being protected by insulation. This task includes a site visit to review the existing installation and develop routing and drain alternatives for the proposed piping. Much of the existing piping is located immediately above the water surface of the basins and a sequence of construction will be developed during subsequent design phases (60%/90%) to accommodate operations during the replacement. A redlined record drawing will be assembled to depict the proposed routing scenario.
11. Identify and develop replacement options for the existing mud valve operator stems and stem guides within the existing Treatment Phase V structure. It is assumed that the mud valves are in working order. There are over 40 stems to be replaced along with their associated stem guides. These stems are located within water-filled basins and a sequence of construction will be developed during subsequent design

phases (60%/90%) to accommodate operations during the replacement. A redlined record drawing will be assembled to depict the proposed location of the valves and a typical replacement detail.

12. Develop a 30% Engineers Opinion of Probable Construction Cost (EOPCC) for the improvements contemplated based on the site visits and the review of the record drawings.
13. Conduct a workshop with City of Round Rock to review and obtain comments about the proposed, conceptual routing and replacement options for each of the systems noted above. This is not a formal 30% design review meeting, rather it is intended to be a workshop where we would review the proposed routing and replacement concepts with the Owner and determine which ones can be implemented depending on adherence to the available budget. The basis for the 60% design documents will be agreed to at the conclusion of this workshop.
14. Develop the 60% Plans and the Technical Specifications Table of Contents describing the proposed improvements required to address the piping and system rehabilitation areas noted above. Plans will consist of civil, mechanical/piping, minor structural, and electrical and instrumentation improvements. It is anticipated that a single set of documents will be developed to provide the details necessary to repair or replace all of the system components noted above.
15. Develop a 60% Engineers Opinion of Probable Construction Cost (EOPCC) for the improvements shown in the plans.
16. Submit 60% Plans and EOPCC to the Owner for review and comment. After Owner has reviewed, conduct a 60% design workshop to obtain and discuss Owner's comments on the review package.
17. Based on the Owners comments, update the 60% Plans and EOPCC and develop the 90% Plans, Contract Documents, Technical Specifications, and EOPCC for the proposed improvements required to address the piping and system rehabilitation areas noted above. It is understood that the Owners Contract Documents will be used for this project but may be amended to allow a Competitive Sealed Proposal bid arrangement. Also, appropriate Owner Technical Specifications will be utilized when appropriate and available. It is anticipated that a single set of documents will be developed to provide the details necessary to repair or replace all of the system components noted above.
18. Submit the 90% Plans, Contract Documents, Technical Specifications, and EOPCC to the Owner for review and comment. After Owner has reviewed, conduct a 90% design workshop to obtain and discuss Owner's comments on the review package, identify appropriate equipment vendors, finalize a sequence of construction for each component, and develop restrictions to limit the Contractors use of the premises.
19. Based on Owner's comments, update and finalize the 100% Plans, Contract Documents, Technical Specifications, and EOPCC and submit signed and sealed package to Owner for approval and bid process. It is understood the permitting review will be conducted by Owner staff associated with previous reviews, and that the final plans will be used for both permitting and bidding purposes. It is anticipated that a single set of documents will be developed to provide the details necessary to repair or replace all of the system components noted above.

### **Task 3: Bid Phase Services**

1. Assist the Owner in advertising the project for Bid. It is understood the Owner utilizes an electronic bid system, CiviCast USA, and that all bid documents will be provided to Owner for upload to the site in electronic, Adobe Acrobat (.pdf) format.
2. Attend a pre-bid conference and provide support to the Owner in describing the project and attending a pre-bid site visit with potential contractors.
3. Respond to questions during the Bid Phase and provide addenda to clarify responses, as needed. It is anticipated email responses to questions will be provided to the Owner for upload to the electronic bidding site, and that one (1) Addendum will be required.

4. Assist the Owner in reviewing, evaluating, and scoring the submitted Bid/CSP.
5. Prepare conformed construction Plans, Contract Documents, and Technical Specifications, incorporating all addenda and issue to selected construction contractor.

#### **SPECIAL SERVICES**

The Scope of Services and the budget presented herein do not include the following services. At such time that it is determined that these services may be required, AECOM will obtain authorization from the City of Round Rock prior to performing any work.

1. Construction Phase Services. It is anticipated that a separate proposal will be requested for this service after selection of the construction contractor.
2. Travel and subsistence required of AECOM and authorized by the Owner to points other than local governmental agencies, consultants, and project sites.
3. Expert witness testimony concerning the project or any of its elements.
4. Permitting services, including but not limited to the completion of any permit application for any regulatory agency.
5. Surveying services including control staking, establishing of benchmarks, confirmation of existing benchmarks, verification of construction installation, performance of any topographic survey, conducting a boundary survey, or conducting property boundary research.
6. Geotechnical services, including soil investigations, development of data reports and/or design memorandums, and construction materials testing. Existing geotechnical information will be used as much as possible for the design development. Construction materials testing is anticipated to be performed by others.
7. Design of an alternative polymer feed system to replace the existing feed system, as outlined in Item 9 above. If, based on the review of the Alternative Analysis Technical Memorandum, the City decides to pursue additional design of a replacement feed system, a separate proposal will be submitted for review.

#### **DELIVERABLES**

The following deliverables will be submitted within each phase of the work defined above:

1. Monthly Progress Reports and meeting minutes.
2. 30% Workshop Materials
3. Progress sets (60% / 90% / 100%) of the Plans, Contract Documents, Technical Specifications, and EOPCC.
4. Final Bid documents.
5. Bid evaluation and recommendation.

## **EXHIBIT C**

### **Work Schedule**

It is anticipated that the above scope of work for the Design Phase (Task2) will be completed within ten (10) months of the authorization to proceed. Task 3, Bid Phase services will be completed within two (2) months of completion and approval of the design documents.

# EXHIBIT D

## Fee Schedule

**CITY OF ROUND ROCK**  
**Round Rock Water Treatment Plant: Miscellaneous Improvements**

### AECOM Technical Services, Inc.

Labor Classifications	Principal	QA/QC	Project Manager	Sr. Engineer	Project Engineer	EIT	CADTech	Admin	
Billing Rate	\$ 335	\$ 270	\$ 270	\$ 245	\$ 145	\$ 125	\$ 150	\$ 100	

#### LABOR ESTIMATE

Task	Principal	QA/QC	Project Manager	Sr. Engineer	Project Engineer	EIT	CADTech	Admin	TOTAL
<b>TASK 1: PROJECT MANAGEMENT</b>									
1 Attend Project Kickoff meeting			2	2					4
2 Attend routine progress meetings (2x)			12	12					24
3 Prepare and submit monthly invoices			12					12	24
<b>TASK 2: BASIS OF DESIGN</b>									
1 Collect and review available, existing data			2	4		4			10
2 Develop routing scenarios for raw water and settled water lines from Phase III, IV, and V to laboratory	1		4		8	24	8		45
3 Conduct site visits (4) to inspect and confirm record information			32			32			64
4 Develop routing scenarios for Raw water, combined effluent, disinfected water, and finished water sample lines within the yard	1		2		8	16	8		35
5 Develop routing scenarios and replacement options for chemical feed piping within treatment structures	1		4		8	32	12		57
6 Develop routing scenarios and replacement options for the bulk Alum storage facility	1		2	8		16	8		35
7 Develop replacement options for the Alum chemical feed system within Phase III Treatment structure	1		4	8	8	32	12		65
8 Develop replacement options for the polymer chemical feed system within Phase III Treatment structure	1		4	8	8	24	8		53
9 Perform alternative analysis for changes to the polymer feed system and develop Tech Memo	1	1	4	8	8	32	8	4	66
10 Develop replacement options for washdown water piping at all treatment trains which was damaged as a result of the freeze		1	2	8		24	8		43
11 Develop replacement options for the existing mud valve operator stems and stem guides within existing Treatment Train Phase V		1	1	4		16	8		30
12 Develop a 30% EOPCC	1		2		8	16			27
13 Conduct 30% Workshop with CORR and determine appropriate alternatives moving forward			4	4		4		2	14
14 Develop the 60% plans and Technical Specifications (TOC)	1	4	24	24	40	120	80		293
15 Develop the 60% EOPCC	1		2		8	16			27
16 Submit 60% progress submittal to CORR for review and comment. Conduct 60% review workshop to obtain and discuss comments	1		8	8		8		2	27
17 Update the 60% Plans, Specifications, and EOPCC to 90% addressing owner comments. Develop draft Contract Documents	1	4	24	24	24	80	80		237
18 Submit the 90% Plans, Specifications, Contract Documents, and EOPCC to owner for review and comment. Conduct 90% review workshop to obtain and discuss comments.	1		8	8		8		2	27
19 Update and finalize the 100% Plans, Contract Documents, Specifications, and EOPCC and submit signed and sealed package to Owner for bidding.	1	4	24	24	24	80	80		237
<b>TASK 4: BID PHASE SERVICES</b>									
1 Assist the Owner in advertising project for bid			2			4			6
2 Attend Pre-bid conference and site visit			4	4		4			12
3 Respond to questions; Issue 1 addendum		1	2	4	4	8	8	2	29
4 Assist owner in reviewing received bids	1		4	4		8			17
5 Prepare conformed construction documents		1	4	4		8	8	2	27
<b>TOTAL HOURS</b>									
	9	23	199	170	156	616	336	26	1,535
<b>TOTAL LABOR COSTS</b>									
	\$3,015	\$6,210	\$53,730	\$41,650	\$22,620	\$77,000	\$50,400	\$2,600	\$257,225

#### OTHER DIRECT COSTS

ITEM	UNITS	QTY.	RATE	SUBTOTAL	MULT	TOTAL
Printing	LS	1	\$250	\$250	1.05	\$ 265
<b>Total</b>						<b>\$265</b>

<b>TOTAL FEE ESTIMATE</b>	<b>\$257,490</b>
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EXHIBIT E

Certificate of Insurance

Attached Behind This Page



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/25/2023

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

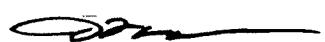
<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-Sign-GAUE-23-24	<b>CONTACT NAME:</b> Marsh Risk & Insurance Services <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Newportbeach.CertRequest@marsh.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td>Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER D :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	N/A	N/A	INSURER B :	N/A	N/A	INSURER C :	Illinois Union Insurance Co	27960	INSURER D :	N/A	N/A	INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A :	N/A	N/A																			
INSURER B :	N/A	N/A																			
INSURER C :	Illinois Union Insurance Co	27960																			
INSURER D :	N/A	N/A																			
INSURER E :																					
INSURER F :																					

**COVERAGES**                      **CERTIFICATE NUMBER:** LOS-002691220-02                      **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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg Defense Included	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Round Rock Water Treatment Plant Miscellaneous Improvements Project

<b>CERTIFICATE HOLDER</b>  City of Round Rock Utilities and Environmental Services Dept. 3400 Sunrise Road Round Rock, TX 78665	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services  





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.8**

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**Title:** Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 6 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Michael Thane, Director of Utilities and Environmental Services

**Cost:** \$640,621.41

**Indexes:** RR Transportation and Economic Development Corporation (Type B);  
Self-Financed Wastewater Construction; Self-Financed Water Construction

**Attachments:** Resolution, Exhibit A, Map, Form 1295

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2023-204

The Northeast Downtown Infrastructure Improvements project involved the installation of new water and wastewater lines, installation of a new storm water system, construction of an underground dry utility duct bank, and construction of right-of-way (ROW) improvements needed in the northeast downtown area. The project area included two blocks of East Austin Avenue and East Liberty Street between Mays Street and Sheppard Street. The project also included Lampasas Street and Sheppard Street between East Liberty Street and East Austin Avenue.

In September 2020, the City received six bids for the Northeast Downtown Infrastructure Improvements project, and awarded the contract in October 2020 to Cash Construction, Inc. for \$7,823,780. There were several Quantity Adjustments/Change Orders over the course of the project that was completed and accepted by the City around December 2022.

QA/CO No. 6 is for final bid item quantity and change order adjustments including additional fine grading, existing sidewalk replacement along Austin Street, handrails, and mortar rock wall. QA/CO No. 6 is in the amount of \$640,621.41 which will increase the final contract price for the project to \$9,708,391.46. With approval of this final QA/CO No. 6, the City will be ready to close out the contract.

**Cost:** \$640,621.41

**Source of Funds:** RR Transportation and Economic Development Corporation (Type B), Self-Financed Wastewater Construction, Self-Financed Water Construction

**RESOLUTION NO. R-2023-204**

**WHEREAS**, the City of Round Rock has previously entered into a contract (“Contract”) with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements 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. 6, 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. 6 to the Contract with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements 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 13th day of July, 2023.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

EXHIBIT  
"A"

**Contract Quantity Adjustment/Change Order**



rev, 01/16

Department: UES

Project Name: Northeast Downtown Revitalization Date: 6/15/23

City Project ID Number: NEDTU/NEDTR Change Order/Quantity Adjustment No. 6

Vendor: Cash Construction Company Name: 217 Kingston Lacy Blvd. - Pflugerville, Texas 78660 Address: (512) 251-7872 Phone No.

**Justification**

Change Order/Quantity Adjustment No. 6 is for final bid item quantity adjustments, change order additional required work, and additional work days.

**SUMMARY**

	Amount	% Change
Original Contract Price:	\$7,823,780.00	
Previous Quantity Adjustment(s):	\$484,936.65	
This Quantity Adjustment:	\$470,939.50	
Total Quantity Adjustment(s):	\$955,876.15	
Total Contract Price with Quantity Adjustment(s):	\$8,779,656.15	
Previous Change Order(s):	\$759,053.40	9%
This Change Order:	\$169,681.91	2%
Total Change Order(s) To Date:	\$928,735.31	11%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$9,708,391.46	
Difference between Original and Adjusted Contract Prices:	\$1,884,611.46	
Original Contract Time:	365	
Time Adjustment by previous Quan. Adj./Change Order:	156	
Time Adjustment by this Quan. Adj./Change Order:	81	
New Contract Time:	602	

**Submitted for Approval**

Prepared By: Eddie Zapata Signature: Eddie Zapata Printed Name, Title, Company: Eddie Zapata, Senior Project Manager, City of Round Rock Date: 6/21/23

**Approvals**

Contractor: Shawn Ziegler, CFO, Cash Construction Signature: Shawn Ziegler Printed Name, Title, Company: Shawn Ziegler, CFO, Cash Construction Date: 6/21/23

City Project Manager: Eddie Zapata, Senior Project Manager Signature: Eddie Zapata Printed Name, Title: Eddie Zapata, Senior Project Manager Date: 6/21/23

Mayor/City Manager: Craig Morgan, Mayor Signature: Craig Morgan Printed Name, Title: Craig Morgan, Mayor Date:



**Contract Quantity Adjustment/Change Order**

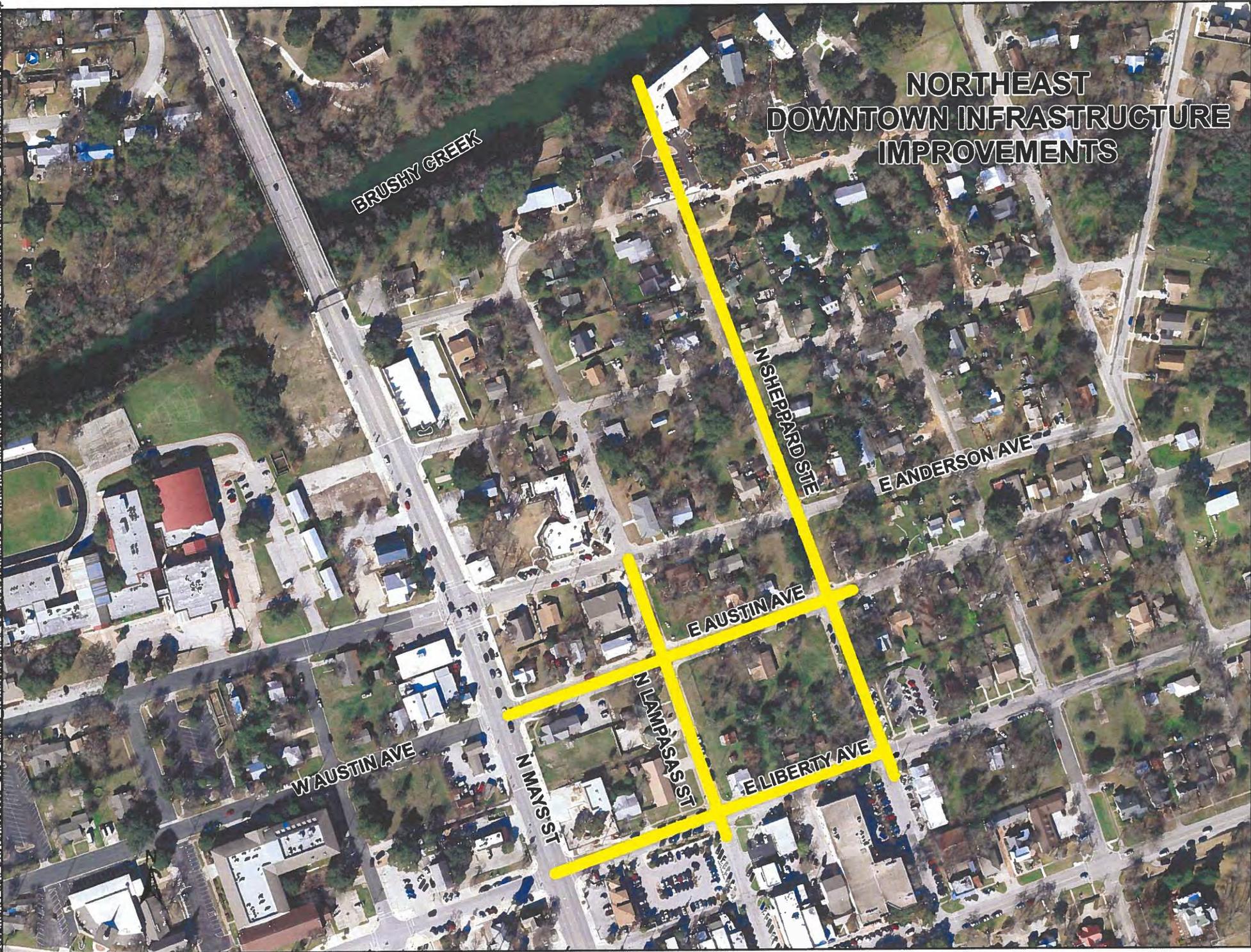


Project Name: Northeast Downtown Revitalization

Quan. Adj./Change Order No.: 6

**Quantity Adjustment Data**

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
7	Plan & Text Asphalt Concrete Pavement (0 to 2")	SY	2247	\$15.00	\$33,705.00	
11	Excavation (Roadway)	CY	1122	\$25.00	\$28,050.00	
16	D-GR HMA(SQ) TY-D PG70-22	Ton	231	\$130.00	\$30,030.00	
17	Conc. PVMT (Cont REINF - CRCP) (10")	SY	40	\$118.00	\$4,720.00	
19	P.C. CONCRETE CURB AND GUTTER (Fine Grading)	LF	794.28	\$25.00	\$19,857.00	
21	Rail (Handrail) ( TY B) -	LF	257	\$70.00	\$17,990.00	
22	Curb Ramps (TY - 1)	EA	12	\$1,600.00	\$19,200.00	5
23	Driveways (CONC.)	SY	628.33	\$100.00	\$62,833.00	
24	P.C. CONCRETE CURB AND GUTTER	LF	133.4	\$55.00	\$7,337.00	
33	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1	\$2,000.00	\$2,000.00	
52A	COLOR INTEGRATED PORTLAND CEMENT STAMPED CONCRETE SIDEWALKS	SY	579	\$85.00	\$49,215.00	
64	CAST IN PLACE TRENCH DRAIN	LF	91	\$740.00	\$67,340.00	
66	INLET (COMPL) (CURB) (TY II) (15')	EA	1	\$10,000.00	\$10,000.00	
110	RECOAT EXISTING WASTEWATER MANHOLE	VF	87.5	\$95.00	\$8,312.50	
111	MINOR MANHOLE ADJUSTMENT, 48-IN DIAMETER	EA	5	\$300.00	\$1,500.00	
153	D-GR HMA(SQ) TY-D PG70-22	TON	645	\$150.00	\$96,750.00	
156	RIPRAP (CONC)(6 IN)	CY	22	\$550.00	\$12,100.00	
	ADDITIONAL WORK DAYS					50
<b>TOTALS:</b>					<b>\$470,939.50</b>	<b>55</b>



# NORTHEAST DOWNTOWN INFRASTRUCTURE IMPROVEMENTS

# 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:  
 2023-1039186

Date Filed:  
 06/27/2023

Date Acknowledged:

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

Cash Construction Company, Inc. is MasTec North America Inc.  
 Pflugerville, 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.**

000000  
 Northeast Downtown Revitalization-Northeast Downtown Utility Improvements Change Order No. 6

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.**

**6 UNSWORN DECLARATION**

My name is Shawn Ziegler, and my date of birth is [REDACTED].

My address is 217 Kingston Lacy Blvd., Pflugerville, TX, 78660, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 27th day of June, 2023.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.9**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y dba STV Infrastructure for the Kenney Fort Blvd. Seg. 5 & 6 Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$2,371,238.79

**Indexes:** RR Transportation and Economic Development Corporation (Type B)

**Attachments:** Resolution, Exhibit A, Map, Form 1295

**Department:** Transportation

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### **Text of Legislative File 2023-205**

This contract is for the preparation of a geometric design schematic and subsequent plans, specifications, and estimate (PS&E) for Kenney Fort Blvd. Seg. 5 & 6. The Kenney Fort Boulevard (Segments 5 & 6) Project will extend Kenney Fort Boulevard as a 6-lane divided urban arterial with curb and gutter, storm sewer, signals, and illumination from the current terminus at Old Settlers Blvd towards the north to University Blvd and remove the section of CR 117 from CR 112 to approximately north of Linda Herrington Elementary School. The total length of the Kenney Fort Blvd. extension is approximately 2.7 miles. The Engineer shall provide the necessary engineering and technical services for the completion of schematic development, environmental studies, public involvement, surveying and mapping, and final PS&E design for the project for a build-able set of construction documents.

The cost for this engineering contract is \$2,371,238.79.

**Cost: \$2,371,238.79**

**Source of Funds: RR Transportation and Economic Development Corporation**

**RESOLUTION NO. R-2023-205**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the Kenney Fort Blvd. Seg. 5 & 6 Project, and

**WHEREAS**, CP&Y dba STV Infrastructure has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract with CP&Y dba STV Infrastructure, 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 for Engineering Services with CP&Y dba STV Infrastructure for the Kenney Fort Blvd. Seg. 5 & 6 Project, a copy of said contract 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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**  
**"A"**



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

**FIRM:** CP&Y DBA STV INFRASTRUCTURE (“Engineer”)  
**ADDRESS:** 13809 Research Boulevard, Suite 300, Austin, TX 78750  
**PROJECT:** Kenney Fort Blvd. Seg. 5 & 6

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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

## **CONTRACT DOCUMENTS**

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

### **ARTICLE 1** **CITY SERVICES**

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

### **ARTICLE 2** **ENGINEERING SERVICES**

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

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

### **ARTICLE 3** **CONTRACT TERM**

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

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

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

**ARTICLE 4**  
**COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Two Million Three Hundred Seventy-One Thousand Two Hundred Thirty-Eight and 79/100 Dollars (\$2,371,238.79) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

**ARTICLE 5**  
**METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

**ARTICLE 6**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 7**  
**NOTICE TO PROCEED**

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

**ARTICLE 8**  
**PROJECT TEAM**

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

Greg Ciaccio  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 218-7017  
Mobile Number (737) 343-2431  
Fax Number N/A  
Email Address [gciaccio@roundrocktexas.gov](mailto:gciaccio@roundrocktexas.gov)

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

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

Anthony Serda, P.E.  
Vice-President  
13809 Research Boulevard, Suite 300  
Austin, TX 78750  
Telephone Number (512) 241-2228  
Fax Number (512) 349-0727  
Email Address [Anthony.Serda@stvinc.com](mailto:Anthony.Serda@stvinc.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 10**  
**SUSPENSION**

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

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

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

**ARTICLE 11**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 12**  
**CHANGES IN ENGINEERING SERVICES**

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

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

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

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

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

**ARTICLE 14**  
**USE OF DOCUMENTS**

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

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

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

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

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

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

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

## **ARTICLE 16**

### **SUBCONTRACTING**

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

**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

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

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

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

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

**ARTICLE 22**  
**INDEMNIFICATION**

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

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

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

**ARTICLE 24**  
**ENGINEER'S SEAL**

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

**ARTICLE 25**  
**NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

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

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

**ARTICLE 26**  
**INSURANCE**

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

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

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

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

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

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

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

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

#### **ARTICLE 27** **COPYRIGHTS**

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

#### **ARTICLE 28** **SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 29** **SEVERABILITY**

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

#### **ARTICLE 30** **PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Anthony Serda, P.E.  
Vice-President  
13809 Research Boulevard, Suite 300  
Austin, TX 78750

**ARTICLE 33**  
**GENERAL PROVISIONS**

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

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

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

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

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

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

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

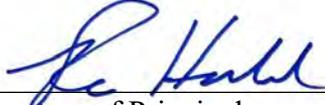
#### **ARTICLE 34** **SIGNATORY WARRANTY**

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

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

*[signature page follows]*

CP&Y DBA STV INFRASTRUCTURE

By: 

Signature of Principal

Printed Name: Robin Handel, PE

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**LIST OF EXHIBITS ATTACHED**

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

# EXHIBIT A

## City Services

### Kenney Fort Boulevard Segments 5 & 6 Old Settlers Blvd to University PS&E Phase

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

1. Provide any existing data the Owner has on file concerning the project, if available.
2. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings or hearings, schedule and reserve the meeting location and place the required advertisements.
3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, Upper Brushy Creek Water Control & Improvement District, neighboring Cities and/or other franchise utility companies.
4. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
5. Meet on an as needed basis to answer questions, provide guidance and offer comment.
6. Provide construction inspection and construction testing services including coordination and scope of services.
7. In conjunction with the Texas Department of Transportation (TxDOT), provide the following:
  - a) Federal Highway Administration (FHWA) coordination
  - b) Environmental document review
  - c) Relevant prior and/or adjacent plan sets, studies, and planning documents
  - d) Ground Penetrating Radar (GPR) testing that may exist
  - e) Review and approval of traffic volume projections
  - f) Equivalent Single Axle Load (ESAL) calculations
8. Provide existing signal timing information for study intersections.

# EXHIBIT B

## Engineering Services

### Kenney Fort Boulevard Segments 5 & 6 Old Settlers Blvd to University Blvd.

The Kenney Fort Boulevard (Segments 5 & 6) Project will extend Kenney Fort Boulevard as a 6-lane divided urban arterial with curb and gutter, storm sewer, signals, and illumination from the current terminus at Old Settlers Blvd towards the north to University Blvd and remove the section of CR 117 from CR 112 to approximately north of Linda Herrington Elementary School. The total length of the Kenney Fort Blvd. extension is approximately 2.7 miles.

The Engineer shall provide the necessary engineering and technical services for the completion of schematic development, environmental studies, public involvement, surveying and mapping, and final PS&E design for the project for a buildable set of construction documents.

Services related to the design and plan production for this project will be performed in accordance with the latest available City of Round Rock and TxDOT manuals, guidelines and standards, as applicable.

The development of the project will be consistent with applicable City of Round Rock and TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i, Bentley Geopak V8i and AutoCAD Civil 3D

Agency abbreviations are as follows:

City of Round Rock (City) , Texas Department of Transportation (TxDOT), Texas Department of Transportation Environmental Division (TxDOT-ENV), Federal Highway Administration (FHWA), Capital Area Metropolitan Planning Organization (CAMPO), Environmental Protection Agency (EPA), Texas Historical Commission (THC), National Register of Historic Places (NRHP), Federal Emergency Management Agency (FEMA), Texas Commission on Environmental Quality (TCEQ), Upper Brushy Creek Water Control and Improvement District (UBWCID).

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

## TASK OUTLINE

### I. ROUTE AND DESIGN STUDIES

#### A. DATA COLLECTION

1. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.
2. Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development, which shall include unmanned aerial vehicle (UAV) drone images ('personal' drone devices) which limits heights to 400'ft above ground elevation.
3. Gather and review information from the City and TxDOT including existing Kenney Fort Blvd, Old Settlers Blvd, CR 112, University Blvd, and site development plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities, existing bridge and culvert data and traffic data. Gather and review related existing and draft studies from TxDOT and the City. Gather and review information from various planning documents such as the CAMPO 2040 plan, Texas Transportation Plan, Transportation Improvement Plan and the City master street/road plans impacting the project.
4. Gather and review County and City parcel data and preliminary plats along the project corridor.
5. Obtain FEMA Flood insurance maps and corresponding studies relating to the project corridor.

#### B. AGENCY COORDINATION

1. Prepare for and conduct kick-off meeting with the City to develop agency coordination plan.
2. Prepare for and conduct kick-off meeting with the County.

5/26/2023

- (a) Hold up to three (meetings with the County), in addition to the kick-off meeting
- 3. Prepare for and conduct kick-off meeting with the Developers.

### C. GEOTECHNICAL INVESTIGATIONS

Our scope of services will be to determine subsurface soil conditions at the site and develop flexible and rigid pavement design recommendations and construction guidelines for segments 5 & 6 of Kenney Fort Boulevard. The design 18-kip Equivalent Single Axle Loads (ESALs) will be determined by street classification and/or anticipated average daily traffic (ADT) counts for a 20-year asphalt and 30-year rigid design life in general accordance with the City of Round Rock Transportation Criteria Manual.

In addition, we understand approximately 3,500 lineal feet of retaining walls are planned. Maximum walls heights are expected to be no more than 10 ft tall.

#### (a) FIELD SERVICES

As part of our scope of work, RKCI will perform the following:

- (i) Develop soil-boring layout spaced approximately 1,000 feet apart for roadway borings and approximately 500 ft apart for retaining wall borings along the alignment for the City of Round Rock approval prior to mobilization.
- (ii) The boring locations will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of services does not include surveying of the boring locations.
- (iii) Subsurface soil conditions will be explored by drilling 15 pavement borings to 15 ft and 5 retaining wall borings to 20 ft below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken on 2 ft intervals. The above field work will be supervised by a graduate engineer or geologist familiar with local geology and TxDOT standards for drilling and sampling. We have assumed that the borings can be drilled during the day, right of entry is provided, and that all boring locations will be accessible to a truck-mounted drill rig.
- (iv) Perform dynamic cone penetrometer (DCP) testing at selected boring locations to evaluate subgrade stiffness.

#### (b) LABORATORY TESTING

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of soils. The testing program may include but not limited to the following tests: moisture content tests, Atterberg Limits (plasticity tests), sieve analysis, sulfate content, unconfined compression tests, pH/lime series, and California Bearing Ratio.

#### (c) GEOTECHNICAL ENGINEERING REPORT DELIVERABLE

The results of our field and laboratory testing will be utilized to determine the moduli of the existing asphalt pavement section and underlying subgrade. This information will then be utilized to provide new pavement design recommendations. The geotechnical engineering report will include the following information and recommendations, if applicable:

- (i) Geotechnical Investigation prepared by a professional geotechnical engineer with 15+ years of experience conducting roadway projects within the City of Round Rock (Williamson County).
- (ii) The following items will be included in the geotechnical report: soil boring locations, boring logs, boring location map, subsurface exploration procedures, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, estimated effective PI and estimated PVR calculations.
- (iii) Prepare retaining wall information in accordance with TxDOT specifications.
- (iv) Prepare 3 pavement design options for Kenney Fort Boulevard Segments 5 & 6, which will include 2 flexible pavement options and 1 rigid pavement. The pavement design analyses will be performed in general accordance with the City of Round Rock Transportation Criteria Manual and utilizing TxDOT's Pavement Design software, FPS21.
- (v) A Draft Pavement Report will be submitted to the design team comments and review. Comments will be incorporated in the final deliverable that will be reproduced in one electronic copy for distribution.

#### D. SCHEMATIC LAYOUT DEVELOPMENT

1. Develop the roadway design criteria established in the route alternative stage for the project to be discussed, revised and approved by the City. This set of criteria will then be compiled and documented into a design criteria spreadsheet.
2. Alignment Study
  - (a) Develop an alternative geometric configuration for Kenney Fort Blvd within the project limits to satisfy the project goals of the City. Prepare conceptual cost estimates for the project.
  - (b) Produce an exhibit depicting the above geometric configuration to a detail level sufficient for City review.
3. Develop existing and proposed typical sections for inclusion on project schematics.
4. Develop preliminary schematic cross sections at 100' intervals. These cross sections will be for estimation of cut and fill quantities, as well as determining retaining wall locations and heights.
5. Determine retaining wall limits for the project roadway.
6. Develop a conceptual traffic control plan primarily utilization typical sections. Conceptual plans are intended to depict major phases of traffic control on scroll plots. These conceptual layouts will propose methods for constructability and can serve as a basis for future development of PS&E documents.
7. Develop pavement edges for the selected configuration that will be shown on the schematic layout.
8. Finalize Engineer's opinion of probable cost for the selected configuration.
9. Prepare project schematic plots for the project corridor. Plots will include required elements suitable for submission to the City with a 1"=100' horizontal scale and 1"=10' vertical scale. Depict the following on the project layout plot:
  - (a) The horizontal alignments will show bearings in the tangent sections and curve data including delta angles, PI stations, tangent lengths, length of curve, and radii. The plan views will show the centerline, edge of pavement, striping, lane widths, shoulder widths, cross slopes, superelevations with transitions, direction of traffic flow, and layouts for speed change lanes.
  - (b) The vertical alignment will show existing and proposed elevations at 100-foot intervals, vertical curve VPI stations, curve lengths, superelevation rates and transitions, design speeds, and "K" values.
  - (c) The existing apparent ROW limits and proposed ROW limits.
  - (d) Anticipated retaining wall locations.
  - (e) Proposed striping and lane numbers, and proposed signal pole locations. Small signs will not be developed at the project layout phase.
  - (f) Current and projected traffic volumes as developed by the traffic data collection and analysis task and proposed design speed.
  - (g) Existing utility locations in plan emphasizing those, which are in conflict with the proposed construction. Proposed utilities will not be shown.
  - (h) Significant drainage structures (existing and proposed) as determined by Hydrologic and Hydraulic report.

#### E. TRAFFIC DATA COLLECTION, ANALYSIS AND REVIEW

To determine traffic volumes for the pavement design year, the Engineer shall perform the following tasks:

The Engineer shall develop a technical memorandum to summarize all analysis performed. The following tasks shall be completed:

1. Coordinate with the City, State, Williamson County, CAMPO, and project team to obtain necessary information.
2. Develop traffic volumes (24-hour) for pavement design year.
3. Review traffic forecasts with the City/State/Williamson County to obtain feedback and approval. A total of two (2) meetings have been assumed for budget purposes for the duration of the project.

#### F. HYDROLOGY AND HYDRAULIC ANALYSIS

1. Crossing Structure Hydrology and Hydraulic Analysis (Schematic layout Phase)

Perform preliminary hydrologic and hydraulic analysis/design to determine location and sizes of outfalls and cross drainage structures utilizing Atlas 14 rainfall data or approved data for City of Round Rock and UBCWCID requirements.

Anticipated outfalls/structures are:

- (i) Outfall at Old Settlers Boulevard into Chandler Branch Tributary 5.02
- (ii) Crossing/outfall to Chandler Branch Tributary 5 north of Bluffstone Drive
- (iii) McNutt Creek north of CR 112
- (iv) McNutt Creek south of CR 112
- (v) Outfall to UBCWCID Dam 16 or McNutt Creek Trib 01B

(b) Hydrology

For these crossings the hydrologic analysis will be performed using HEC-HMS software performing the SCS Unit Hydrograph method. The most up to date UBCWCID models will be used as best available data. Existing land use condition will be assumed for drainage areas outside the proposed ROW. The loss, routing and precipitation methodologies used in the UBCWCID will be used for these subdivided area. Existing and proposed flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms will be computed.

(c) Hydraulics

The design criteria for these crossings will be based on the City's Drainage Specification Requirements. A summary of this criteria will be prepared and reviewed with the City. The hydraulic analysis will be performed using HEC-RAS software. Tailwater assumptions will be based off the water surface elevations from the most up to date UBCWCID or Wilco Atlas 14 models.

2. Hydrology and Hydraulic Impact Analysis

This section includes the analysis of the project impacts to McNutt Creek, McNutt Creek Trib 01 McNutt Creek Trib 01B, Chandler Branch Trib 5.2 and Chandler Branch Tributary 5 including the crossings at:

(i) McNutt Creek

a) CR 112

- 1. The Engineer shall coordinate with adjacent projects and studies. The proposed bridge shall be included in this project.

(ii) Chandler Branch Tributary 5

a) Bluffstone Drive

b) Old Settlers Boulevard

(b) Data Collection

The Engineer will collect and review the existing hydrologic and hydraulic analyses for the existing culverts at the three culverts listed above. The Engineer will conduct field investigations to observe existing channel characteristics and bridge/culvert structures. The Engineer will assess channel and overbank roughness values using field notes and photographs.

(c) Hydrology

The Engineer will expand upon the hydrology developed with the crossing structures above to assess the hydrologic impact of the proposed improvements. The change in flow due to the proposed project will be at a minimum quantified at the three culvert structures listed above.

(d) Hydraulics

The Engineer will analyze existing and proposed conditions hydraulics as a result of the proposed improvements using HEC-RAS. This includes assessing the hydraulic impacts as a result of any changes to the hydrology, the potential addition of embankment in the floodplain and analysis of the three culvert structures. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions.

(e) Mitigation

The Engineer will advise the City of the findings of the hydraulic analysis via memorandum. If no mitigation produces adverse impacts, the Engineer will advise the City in the memorandum of the impacted properties to determine if mitigation is required.

- (f) Based on the current effective FEMA-FIRM (date December 19, 2019) preparation of a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) are not anticipated and are not included in this scope of services. A determination if this work is needed based of a decision by the local floodplain administrator after the impacts have been assessed.

### 3. UBCWCID Impact Analysis

This section anticipates two coordination meetings with UBCWCID to determine impacts to the UBCWCID facilities including:

- (i) Dam 16 and
- (ii) Dam 17

The Engineer shall determine if there is any fill within the reservoirs for the above referenced dams and the additional runoff volume associated with the proposed roadway project. Any fill will require compensatory cut at 125% of the fill volume and any increase in runoff volume will require compensatory mitigation equal to the volumetric increase.

The engineer will identify potential sites for the compensatory cut and mitigation volume.

### 4. Drainage Report

The Engineer will prepare preliminary hydraulic report. The preliminary drainage report that includes a section summarizing the findings of the Crossing Structure Hydrology and Hydraulic Analysis (Schematic layout Phase) above. This section of the report will include:

- (i) Exhibits showing the contributing area to each anticipated crossing structure.
- (ii) Preliminary sizing of each structure
- (iii) Determination if any proposed drainage easements are required to adequately drain the proposed facility including typical ditch calculations and inundation areas created by the culvert crossings.
- (iv) Cost estimates for the culvert crossings.
- (v) Preliminary culvert layouts.

The preliminary hydraulic report will also include sections summarizing the methodology and results used in the Hydrologic and Hydraulic Impact Analyses. This section of the report will include:

- (i) Preliminary culvert hydraulic data sheets for the three (3) crossings.
- (ii) Exhibits showing the three (3) mitigation alternatives
- (iii) Summarize the results of the mitigation alternatives
- (iv) Develop a recommended alternative

## G. WATER QUALITY

This project is not contained in the Edwards Aquifer Recharge or Contributing zones and is only adjacent to the Transition Zone. TCEQ BMP design and coordination is not included in this scope of services.

## II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

Environmental services will consist of “due diligence” studies and technical reports for the portions of Kenney Fort Blvd between Old Settler’s Blvd and University Blvd

### A. ENVIRONMENTAL SERVICES

#### 1. RIGHT-OF-ENTRY SERVICES

Perform property ownership research utilizing the Williamson County Appraisal District records (Tax Maps and Ownership Records) and compile a list (Excel Spreadsheet) of landowners for distribution of right of entry letters. Obtain “right-of-entry” by signed letter from the owner of each of the subject properties. Also, contact property owners in advance of field surveys or to address specific property owner concerns about the work to be performed or being performed. This scope anticipates that the City will handle problems regarding landowners that refuse to grant right-of-entry or are otherwise hostile with respect to the completion of this scope of services. Record and

report results of mailings for future action. Landowner contacts will be recorded and provided to the Client.

## 2. ENVIRONMENTAL CONSTRAINTS ANALYSIS

### (a) OBTAIN EXISTING ENVIRONMENTAL CONSTRAINTS DATA

Perform a desktop review of environmental constraints of the proposed study area. Constraints to be identified include:

- (i) Cemeteries
- (ii) Parks
- (iii) Soils
- (iv) Properties on the National Register of Historic Places
- (v) Archeological sites
- (vi) Hazardous material sites
- (vii) Data from the Texas Parks and Wildlife Department's Natural Diversity Database
- (viii) United States Fish and Wildlife Service's Critical Habitat Mapper
- (ix) National Wetland Inventory Data
- (x) Floodplains
- (xi) National Hydrography Dataset
- (xii) Land Uses identified through aerial photo interpretation

### (b) FIELD RECONNAISSANCE

Conduct a field reconnaissance of the study area to verify and update the information identified through the desktop review.

### (c) PRELIMINARY ENVIRONMENTAL CONSTRAINTS MAP

Prepare a preliminary environmental constraints map of the study area on digital orthophotography using GIS. The map shall include information from the desktop review and additional data obtained from the field reconnaissance.

### (d) TECHNICAL MEMORANDUM

A technical memorandum describing environmental constraints within the study area will be prepared. The technical memorandum will include the above-mentioned items and the environmental constraints map will be included as an appendix. This information shall be provided to the project design team to assist in the development of alignment alternatives.

### (e) PRELIMINARY EVALUATION OF ALIGNMENT ALTERNATIVES

Evaluate alignment alternatives developed by the design team based on environmental, engineering, and cost constraints.

### (f) COORDINATION MEETINGS

Environmental staff shall participate in up to five coordination meetings with the City to discuss the status and/or findings of environmental investigations and studies.

## B. DUE DILIGENCE STUDIES

### 1. Waters of the U.S./Wetlands/Floodplains

The Engineer will conduct due diligence investigations and perform a field survey to confirm the presence and extent of jurisdictional waters and jurisdictional wetlands within the proposed right-of-way. Investigation findings and survey results will be documented in a Water Quality Technical Report. Wetland delineations will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers (USACE) Wetlands Delineation Manual (1987) and Regional Supplement to the Wetland Delineation Manual for the Great Plains Region (2010). Wetland data forms will be completed assessing hydrophytic vegetation, hydric soils, and site hydrology at each wetland. The Water Quality Technical Report will include an assessment of Section 404 permit requirements. Copies of wetland data forms will be included in the technical report.

National Flood Insurance Program (NFIP) maps will be used to determine whether the proposed right-of-way encroaches on the base (100-year) floodplain. Floodplain areas within the project area will be identified and mapped; encroachment area (in acres) will be quantified. The Water Quality Technical Report will include a

discussion of the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. In addition, if encroachments would occur, the technical report will include a preliminary indication of whether the encroachment would be consistent with or would require a revision to the regulated floodway.

The draft Water Quality Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

## 2. Threatened and Endangered Species Habitat Assessment

A survey of the project area will be conducted to identify potentially suitable habitat state and federally-listed threatened, endangered, and candidate plant and animal species. A Habitat Assessment Technical Report summarizing the habitat survey findings will be prepared. The technical report will include a literature review for known karst invertebrate and salamander habitat in the project area and an analysis of the potential for project-related impacts to threatened and endangered species and to designated critical habitat.

A draft Habitat Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record

Under this task project personnel will, if requested by the City, attend up to three (5) meetings with the City, USFWS, and/or the Williamson County Conservation Foundation.

## 3. Hazardous Materials Initial Site Assessment

A database search and visual inspection will be conducted to assess the potential for encountering hazardous materials/contaminated materials within the proposed right-of-way. The results of the database search/visual inspection will be documented in a Hazardous Materials Initial Site Assessment Technical Report. The technical report will contain, if warranted, recommendations for further investigation and/or testing.

A draft Hazardous Materials Initial Site Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) round of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

## 4. Cultural Resources

The cultural resources study would consist of desktop archival research, an intensive archeological field survey, and production of a report suitable for review by the SHPO in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 26, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

### (a) Task 1—Archival Research and Agency Coordination

Prior to initiating fieldwork, Horizon will:

- (i) Perform basic archival research at the THC, the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resources investigations conducted in the vicinity of the project area and previously recorded archeological sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project area.
- (ii) Review the abovementioned archives; historical, geological, topographic, and soil maps; and aerial photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project area.
- (iii) Define the Area of Potential Effect (APE) of the proposed project based on applicable federal and state agency guidelines, taking into account the horizontal extent of the construction footprint, the vertical depth of ground-disturbing impacts, and potential indirect (e.g., viewshed) effects beyond the construction footprint.
- (iv) Apply for and obtain a Texas Antiquities Permit from the THC (required for any project that falls under the jurisdiction of the Antiquities Code of Texas). The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.

### (b) Task 2—Archeological Survey Fieldwork

Horizon will:

- (i) Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.
- (ii) Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- (iii) Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

(c) Task 3—Technical Report

Horizon will:

- (i) Complete and submit State of Texas Archeological Site Data Forms (for new archeological sites) or State of Texas Archeological Site Update Forms (for previously recorded archeological sites) to TARL.
- (ii) Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.
- (iii) Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- (iv) Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- (v) Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, Horizon will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- (vi) Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- (vii) Submit the final report to the client and the THC.

(d) Task 4—Records Curation

Horizon will:

- (i) Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources and/or Stipulations and Procedures for the Preparation of Archeological Material Collections, as appropriate.

## C. PUBLIC INVOLVEMENT

### 1. Project Management

CD&P will prepare monthly invoices and progress reports as requested to include activities completed, initiated, or ongoing during the reporting period. CD&P will also participate in regular status meetings with the City of Round Rock and the internal CD&P team to stay up to date on project development and technical issues that may trigger additional messaging or outreach needs.

- (a) Prepare monthly invoices (up to 24) and status reports (up to 12)
- (b) Participate in a project kick-off meeting
- (c) Participate in CP&Y internal meetings (up to 24) and regular status meetings with City of Round Rock (up to 12)

### 2. Public Involvement Plan

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CD&P will work with the City to develop a public involvement plan that will guide an inclusive and meaningful outreach program that incorporates input to develop community supported solutions. The plan will outline initial stakeholders to engage, outreach, an anticipated timeline, and evaluation metrics to gauge success of outreach and adjust strategies as needed.

(a) Develop Public Involvement Plan and update as needed throughout the study

### 3. Project Materials

CD&P will develop project materials to explain the project development and design process, and how to be involved. The purpose of these materials will be to relay information to the public in a clear, concise, and transparent manner. Maps and infographics will be developed for inclusion in materials to demonstrate elements of the project. CD&P will identify appropriate materials for different phases, including a fact sheet, Frequently Asked Questions, and email updates not related to public meetings, and update as needed throughout the process. Materials will be made available on the project website, at public involvement activities, and via mail or email as requested. If materials translation is deemed necessary, CD&P will work with the City of Round Rock to develop a supplement for these services.

CD&P will develop content to be shared on a project webpage hosted through the City of Round Rock's website. This content will include background information on the project and team contact information and will be updated to include public meeting details, links to meeting materials, and a public meeting summary report.

(a) Provide fact sheet and revise as necessary (up to 1)

(b) Prepare FAQs and revise as necessary (up to 1)

(c) Prepare project email updates (up to 3)

(d) Provide content for project page to be hosted on the City of Round Rock website

### 4. Outreach and Communications

CD&P will provide outreach to engage those that live near the project limits, travel in the area, and other groups and individuals that may be interested in the project. CD&P will coordinate with the City to gather existing contact lists, updating and maintaining a stakeholder database to include neighborhood contacts, landowners, City contacts, nearby businesses, elected/public officials, and any interested individuals. CD&P will assist the City with preparing timely and informative responses to stakeholder questions and comments, logging communication and outstanding action items in the database.

CD&P will coordinate with community groups, neighborhood associations, faith-based communities and local residents and businesses to share project information and updates. General outreach activities may include block-walking, phone calls, email blasts, and social media posts as directed by the City of Round Rock. Property owners and community groups that may be directly impacted by project outcomes will be contacted via mail and offered a one-on-one meeting with the project team or to arrange presence at a regularly scheduled group meeting. All meetings will be summarized with key takeaways and highlights of input.

(a) Develop and maintain a stakeholder database, including contact information and communication log

(b) Provide timely and informative responses to community inquiries and comments

(c) Conduct outreach to engage community groups, residents, and businesses

(d) Coordinate, facilitate, and document one-on-one or small group stakeholder meetings with potentially impacted property owners, community groups and local leadership (up to 15)

### 5. Public Meetings

CD&P will plan, schedule, conduct, and facilitate two NEPA-compliant public meetings with in-person and virtual participation options to maintain federal funding eligibility. Meetings will be planned at key milestones in project development at convenient locations and times. For both meetings, CD&P will coordinate with the City and the CP&Y team to support logistics coordination (including development and review schedules, venue booking, and facility prep), meeting promotion, dress rehearsal coordination and participation, and meeting facilitation. CD&P will promote the meeting through print advertisements, web notices, and mailers in accordance with NEPA guidelines, including development of an updated mailing list prior to each meeting, and identify additional promotion opportunities such as social media campaigns, outreach calls and emails, and signage placed in the project area. A media release and social media post will be prepared for each meeting, and CD&P will support media coordination such as preparation of talking points and interview coordination as needed. CD&P will develop and produce informative meeting materials and exhibits such as display boards, presentation slides and talking points, and project handouts. Documentation of each public meeting will be prepared in accordance with

environmental guidelines, including all input received and responses to comments.

- (a) Coordinate meeting logistics
- (b) Develop meeting announcements including official notice of public meeting, web notices, mailers, print advertisements, signage, outreach calls, media release and social media post for City distribution
- (c) Meeting materials and exhibits in paper and electronic formats (up to 2 rounds of revisions per meeting package)
- (d) Coordination and facilitation of two (2) meeting rehearsals
- (e) Coordination and facilitation of two (2) public meetings
- (f) Develop documentation package for each meeting (2)

### III. SURVEYING SERVICES

#### A. PROJECT CONTROL SERVICES

The Surveyor will attempt to recover and utilize City of City of Round Rock NAD-83/93 (HARN) NAVD 88 datum, Texas State Plane Coordinate System, Texas Central Zone primary control monuments for this project unless requested to use another source of datum. In the case that the control has been destroyed the Client will be notified immediately. This scope and fee do not include effort to re-establish destroyed control. A Global Positioning System (GPS) and conventional land surveying methods will be used to establish additional project control if needed. These methods will also be used to perform the various tasks of this project.

#### B. Data Collection and Property Research

1. The Engineer will do the necessary research to obtain the deeds and plats, from recorded information, along the proposed project to help us establish the applicable boundaries or right-of-way.

#### C. DESIGN SERVICES

1. The Surveyor shall generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any, and reconcile the control to known existing intersecting projects.
2. The Surveyor shall establish or densify additional secondary control as needed for the project to collect data along the length of the project.
3. The Surveyor shall, at their discretion, use 5/8" iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable. The surveyor shall set three (3) brass discs over an iron rod for GPS points at both ends of the project and one near CR 112.
4. The Surveyor shall perform differential leveling through the project control (primary and secondary) to establish or extend vertical control for the project.
5. The project limits for surveying shall be the proposed alignment of Kenney Fort Boulevard from Old Settlers Blvd to University Blvd. (approximately 2.7 miles). This width is approximately 130 to 150-foot. The survey will extend along the cross streets.
  - (a) 300 foot east and 300 foot west on Old Settlers Blvd., right-of-way to right-of-way.
  - (b) 300 foot east and 300 foot west on Bluffstone., right-of-way to right-of-way.
  - (c) 200 foot north and 200 foot south of County Road 117, right-of-way to right-of-way.
  - (d) 200 foot west and 200 foot east of County Road 112, right-of-way to right-of-way.
  - (e) 400 foot west and 400 foot east of University Blvd., right-of-way to right-of-way.
6. The Surveyor shall perform a topographic/design survey within the project limits. The topographic/design survey includes, but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, metal beam guard fence, fences, driveways, mailboxes, traffic and other signs, striping, and visible above ground utilities.
7. The Surveyor shall survey driveways within the project limits to a distance of 20' beyond the proposed alignment or far enough to establish drainage.
8. The Surveyor shall provide digital photograph of each end of each cross road drainage structures located within the project limits.
9. The Surveyor shall process the collected information into a 1-foot contour DTM file utilizing Geopak V8i.

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10. The Surveyor shall locate right-of-way monumentation and other evidence to reestablish the existing right-of-way lines, within the project limits, for Old Settlers Blvd., Bluffstone Dr., County Road 117, County 112, and University Blvd. and adjacent parcels within the limits of survey. This is not to be construed as boundary surveying at this time nor is it considered taxable for the purposes intended at this time.
11. The Surveyor shall set project control (N, E, Elev.) in such manner to reasonably assure the control will survive construction.
12. The Surveyor shall locate trees that are 8 inches in diameter and larger, and note the size, species and canopy area.

#### D. ROW Documents

1. Develop the final ROW documents. The Surveyor will prepare up to twelve (12) parcel plats with metes and bounds descriptions signed and sealed by a Texas Registered Professional Land Surveyor for additional right-of-way acquisition along either side of the existing right-of-way corridor. The actual acquisition area will be delineated from information provided by the owner or prime consultant and verified in conjunction with Item III.B.1. Additionally, the Surveyor will prepare parcel plats and metes and bounds for up to twelve (12) temporary construction easements (no metes and bounds description) contiguous with the previously stated right-of-way acquisition parcels. These parcels will also be delineated from information provided by the owner or prime consultant and verified in conjunction with Item III.B.1.
2. The Surveyor will set monuments along the proposed additional right-of-way acquisition line as determined in Item III.D.1. The Surveyor shall use 5/8" diameter iron rods with brass disc caps stamped "CORR ROW" or other durable entities for the monumentation as applicable. Brass disc caps will be provided to the Surveyor. Concrete monuments will not be set.

#### E. GEOTECHNICAL LOCATIONS

1. The Surveyor will stake prior to boring and locate up to boring thirty (30) geotechnical locations. The Engineer is to provide the locations for the borings.

#### F. DELIVERABLES

1. The Surveyor shall provide:
  - (a) 2D MicroStation V8 planimetric file.
  - (b) 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
  - (c) Geopak V8i DTM (tin) file.
  - (d) ASCII point file.
  - (e) Two CD-ROM containing the specified files.
  - (f) PDF file of each Surveyor's project field book.
  - (g) Spreadsheet of landowners for right-of-entry letters

#### G. ASSUMPTIONS

1. The Surveyor shall notify the client prior to performing the work if:
  - (a) Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
  - (b) Traffic Control cannot be managed by the Surveyor's personnel.
  - (c) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
  - (d) Existing Project Control cannot be recovered or verified.

#### H. UTILITIES

1. Subsurface Utility Engineering (SUE)
  - (a) The project consists of providing Quality Level (QL)-B on the existing underground utilities. QL-D and QL-C services are inclusive with the QL-B product.
  - (b) Provide QL-B services for the various utilities noted on the site visit for preparing this scope of services with associated fees. The various utilities noted are: water, sanitary sewer, natural gas, telephone communications (cable and fiber optic) and electrical. This scope of services is based upon the effort to provide SUE services for these utility systems.

- (c) Utility services from the main utility to the right-of-way to service a lot or structure are not included within this scope of service nor the estimated utility linear footage previously shown.
  - (d) Identify and map the existing utility facilities located on existing utility poles within the project limits. The facilities company name and contact information will be provided as part of the deliverables.
  - (e) Definitions:
    - (i) Quality Service Level D (QL-D) – This level of service is inclusive of QL-B and consists of collecting existing utility record information (as-built) from utility purveyors, municipalities, counties and other agency suppliers within the area of investigation. Contact the TxDOT Permit Office to obtain available records of any utility crossing IH 35 within the project limits.
    - (ii) Quality Service Level C (QL-C) – This level of service is inclusive of QL-B and consists of surveying and obtaining accurate horizontal position of visible utility surface features associated with the project area to be designated by the Engineer.
    - (iii) Quality Service Level B (QL-B Designating Services) – Designate is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitations, electromagnetic, sonic, and acoustical techniques.
    - (iv) Quality Service Level A (QL-A Locating (Test Hole) Services) – Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities.
2. The Engineer will develop a contact list of the affected utility owners in the project corridor.
  3. The Engineer will contact each utility company and meet individually with them to review their assumed utility locations developed from the SUE process. The Engineer shall attend the City monthly coordination meetings, as necessary for coordination. It is assumed up to twenty four (24) meetings.
  4. The Engineer will prepare scroll plots indicating researched utility locations to provide to utility companies / owners for their review and comment.
  5. Utility Coordination
    - (a) Preliminary Design Phase
      - (i) Project Team Meetings. Utility Coordinator shall attend project team meetings (up to 4) to assist in minimizing utility impacts and discuss alternatives. These meetings will include meeting preparation, travel time, and meeting.
      - (ii) Develop Utility Contact List. Utility Coordinator will established contact with existing utility companies within and adjacent to the project area and create a utility contact list. This list will be maintained throughout the project.
      - (iii) As-builts/Records Research. Utility Coordinator shall make contact with all known utilities providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities. Utility Coordinator will make a site visit for additional field verification.
      - (iv) Existing Utility Layout. Utility Coordinator, shall create an existing utility layout in the latest version of MicroStation V8 or AUTOCAD using base topo and proposed roadway files provided by CP&Y and Subsurface Utility Engineering (SUE) provided by *The Wallace Group*. This layout shall include all existing utilities in relation to proposed roadway alignment to assist in conflict assessment, monitor necessity of relocation and evaluate alternatives.
      - (v) Preliminary Conflict Assessment. Utility Coordinator will perform a preliminary conflict assessment to determine utility conflicts within the proposed roadway alignment.
      - (vi) Initial Project Notification Letters. Utility Coordinator will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site.
      - (vii) Project Kick-Off Utility Coordination Meeting. Utility Coordinator shall establish contact with existing utility companies within and adjacent to the Project and set up a utility coordination meeting to discuss proposed roadway alignment. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. Utility Coordinate will set agenda for all coordination meeting as directed by the *City* and *CP&Y*.

#### IV. PLANS, SPECIFICATIONS & ESTIMATE

The engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 30%, 90%, and final 100% plans.

##### A. ROADWAY DESIGN CONTROLS

###### 1. Miscellaneous Plans

- (a) A project title sheet will be prepared as required for the construction plans.
- (b) A detailed index of sheets will be prepared that shows each sheet's location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
- (c) Project layout sheets will be prepared at a scale of 1"=200' that clearly indicates the limits of the entire project.
- (d) Benchmark layout sheets will be completed at a scale of 1"=200' that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

###### 2. Roadway Plans & Geometry

- (a) Existing typical sections will be completed depicting the existing conditions of the project roadways.
- (b) Proposed typical sections will be completed depicting the improvements to Kenney Fort Blvd and cross streets. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections, and will be prepared to the appropriate level of detail and limits to convey that general information.
- (c) A horizontal alignment data sheet will be prepared depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
- (d) Kenney Fort Blvd plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
- (e) Cross Street plan and profile sheets (University Blvd, CR 112, CR 117, Bluffstone, Old Settlers Blvd., Wallin Bradley) shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
- (f) Supplemental grading sheets will be prepared at a scale of 1"=50' for areas of the project that require additional grading information for construction or review purposes.
- (g) The Engineer shall provide plan sheets of removals at a scale of 1"=100'. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.

###### 3. Grading and Details

- (a) Design cross sections will be completed at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry. Cut and fill quantities determined from the design cross sections will be shown on the plan/profile sheets. Cross sections will not be developed as a deliverable for phased TCP.
- (b) The Engineer shall complete intersection layouts for five (5) intersections/locations. The intersection layouts will include the design of the pavement and drainage layouts, as well as other pertinent details not discernable elsewhere in the plans.
- (c) Driveway details will be prepared for each driveway along the project corridor. When possible these driveways will be defined in a tabular format. Non-typical driveways may require special details.
- (d) The Engineer will develop driveway profiles as required for the project. These profiles will be developed to show driveway tie-back slopes, as well as limits for the contractor's information.
- (e) Miscellaneous roadway detail sheets will be developed for the project. The sheets will depict details required that are not defined in standard detail sheets. When possible, City of Round Rock, TxDOT Statewide and TxDOT Austin District standards will be used for the project development.

##### B. DRAINAGE DESIGN

###### 1. Crossing Structure Hydrology and Hydraulic Analysis

Perform hydrologic and hydraulic analysis/design to determine sizes of major and minor cross drainage structures except for those along Dyer Creek.

Anticipated structures are:

- (i) Outfall at Old Settlers Boulevard into Chandler Branch Tributary 5.2
- (ii) Crossing/outfall to Chandler Branch Tributary 5 north of Bluffstone Drive
- (iii) McNutt Creek near CR 112
- (iv) McNutt Creek culvert improvements crossing CR 112
- (v) Outfall to Dam 16 or McNutt Creek Trib 01B

(a) Data Collection

The Engineer will utilize the data collected during the schematic phase and build upon it with field visits as necessary to observe conditions of existing structures, channels and field conditions. The Engineer will obtain and review existing hydraulic and hydrologic data associated with nearby developments and existing outfalls into the proposed roadway corridor.

(b) Hydrology

The Engineer will expand upon the hydrology developed during the schematic with the crossing structures above in order to assess the hydrologic impact of the proposed improvements. Hydrologic analysis for crossings (as listed above) will be performed in accordance with the City of Round Rock Drainage Criteria Manual. Existing and proposed flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms will be computed. Existing and proposed external drainage area maps will be developed at a scale of 1" = 500'. An additional drainage area map will be provided at a larger scale to show the overall project and drainage basin divides.

(c) Hydraulics

The Engineer will analyze existing and proposed conditions hydraulics and modify from the schematic design as a result of the proposed improvements using HEC-RAS, FHWA HY-8, GEOPAK Drainage, or StormCAD software. Hydraulic analysis for bridge class culverts (any culvert with a clear opening of more than 20-feet, measured along the center of the roadway between inside of end walls), and FEMA 100-year floodplain crossings will be performed with HEC-RAS. Hydraulic analysis for cross structures that are not bridge class culverts or FEMA crossings, will be performed with HY-8 or StormCAD. For crossings that are incorporated into the onsite storm drain system or are long enough to warrant storm drain analysis over culvert analysis, GEOPAK Drainage or StormCAD will be used. In the event that a minor crossing is incorporated into the storm sewer system, this analysis will be included in the storm sewer analysis and modeled as described in Storm Sewer Design. This includes assessing the hydraulic impacts as a result of any changes to the hydrology. Tailwater assumptions will be determined from the water surface elevations of McNutt Creek and Chandler Branch Tributary 5 from most up to date UBCWCID model for outfalls within a FEMA floodplain based on a peak timing assessment. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions on the culvert layout sheets and provide additional detailed information on hydraulic data sheets.

(d) Culvert Layout Sheets

Culvert layout plan & profile sheets will be developed at all the crossing locations specified not covered by storm sewer plan and profiles. These sheets will be developed at a scale of 1"=40' H and 1"=10' V. It is anticipated that there will be 5 sheets. For crossings that are incorporated into the onsite storm drain system, sheets will be developed with the onsite storm drain plan and profiles sheets. It is not anticipated that this will require any additional storm drain sheets.

(e) Hydraulic Data Sheets

A hydraulic data sheet will be developed at all the crossing locations specified above (5 crossing total) not covered by storm sewer plan and profiles. These sheets will include data related to the performance of the crossing such as water surface elevations, tailwater assumptions, and overtopping data. It is anticipated that there will be 5 sheets.

(f) Culvert Standards and Detail Sheets

Culvert standards will be selected based on headwall configuration and fill conditions. Details will developed as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation. It is anticipated that there will be 4 detail sheets and standards provided as required.

2. Hydrology and Hydraulic Impact Analysis

This section includes the analysis of the project impacts to McNutt Creek, McNutt Creek Trib 01, McNutt Creek

Trib 01B, Chandler Branch Trib 5.2 and Chandler Branch Tributary 5 including the crossing at:

(i) McNutt Creek

a) CR 112

(ii) Chandler Branch Tributary 5

a) Bluffstone Drive

b) Old Settlers Boulevard

(b) Data Collection

The Engineer will review the schematic data with respect to the final design. Field visits will be conducted as necessary to obtain data to finalize and refine analysis.

(c) Hydrology

No hydrology analysis is anticipated for mitigation purposes.

(d) Hydraulics

No hydraulic analysis is anticipated for mitigation purposes.

(e) Hydraulic Impact Mitigation

No hydraulic impact mitigation design anticipated.

(f) Scour Analysis

The Engineer shall perform a scour analysis for one proposed bridge structure and provide the potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment.

3. Storm Sewer Design

(a) Interior drainage area maps will be finalized at a scale of 1"=100'. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets. It is anticipated that there will be 12 sheets.

(b) Run-off to each inlet and inlet hydraulic information will be calculated in accordance with City of Round Rock Drainage Criteria Manual and shown on the run-off and inlet computation sheets. It is anticipated that there will be 4 sheets.

(c) Storm sewers will be analyzed and computations will be prepared for the storm sewer design using StormCAD, Geopak Drainage or other approved software.

(d) Storm sewer plan and profile sheets will be completed depicting locations of inlets, manholes, storm sewers, culverts, known utilities, channel improvements, and ditch locations and flowlines as required. The storm sewer plan sheets will be prepared at a scale of 1"=50'. Storm sewer profiles will be prepared at a scale of 1"=50' H and 1"=5' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations of inlets and junctions. It is anticipated that there will be 12 plan sheets and 24 profile sheets.

(e) The Engineer will prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown the hydraulic data sheets. It is anticipated that there will be 1 sheet.

(f) The Engineer shall provide drainage design details for "non-standard" drainage structures in instances where they are not covered by City of Round Rock or TxDOT standard details. Structural design will be included for these structures. The Engineer shall use City of Round Rock or TxDOT standard details where practical. It is anticipated that there will be 3 sheets.

(g) The Engineer will identify areas within the construction of the storm sewer and culvert construction that will require trench protection or special shoring.

4. Drainage Report

The Engineer will update the preliminary drainage report with the final hydrology and hydraulic data from the PS&E design.

5. FEMA Permitting

The preparation of a FEMA permit including a Conditional Letter of Map Revision (CLOMR) or a Letter of Map Revision (LOMR) is not included in this scope of services.

6. SW3P and Erosion Control

- (a) Erosion control plans will be prepared for the length of project including the removed section of CR 117 between CR 112 and north of Linda Herrington Elementary School. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are erosion control logs, sand bags, rock filter dams, inlet protection, soil retention blanket, tree protection, and construction entrance and exits or similar. A temporary erosion control plan depicting the entire project in one phase will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well. It is anticipated that there will be 14 sheets.
- (b) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this job in accordance with TCEQ regulations.
- (c) Erosion control details will be prepared for any related items that are not covered by City of Round Rock and TxDOT standard details.

C. SIGNING, MARKINGS AND SIGNALIZATION

1. Small Signing and Pavement Markings

- (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=100'. Road signs and markings will be shown all on the same plan sheet. These layouts will depict striping and delineator type and location, as well as MGBF location, lengths, and end treatments. Each sign will have a corresponding number for cross-reference to the sign summaries.
- (b) Pavement marking details will be prepared for non-standard conditions.
- (c) Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

2. Signalization

Traffic signal plans will be prepared for the following locations:

- (i) Kenney Fort Blvd and Old Settlers Blvd intersection - Modification of existing mast arm signal to provide for the northern extension of Kenny Fort Boulevard and to accommodate a right turn lane on Kenney Fort Boulevard in both the northbound and southbound directions. One (1) new mast arm pole is expected to be installed and two (2) mast arm poles are expected to be relocated. Other associated signal equipment may be adjusted or relocated based on the roadway configuration, as required.
  - (ii) Kenney Fort Blvd and Wallin Bradley - New signal installation
  - (iii) Kenney Fort Blvd and CR 112 - New signal installation
  - (iv) Kenney Fort Blvd and University Blvd - New signal installation
- (a) Collect and evaluate traffic data, including forecasted traffic volumes and other recommendations from the Traffic Analysis Technical Memorandum.
  - (b) Conduct informational traffic signal warrant study to confirm and/or determine conditions for traffic signal installations. Utilize forecasted traffic volumes for future analysis. Formal signal warrants are not met when using forecasted traffic volumes. Consequently, this study will inform decision making for signal design and implementation.
  - (c) Conduct field review at the intersections to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.
  - (d) Coordinate with electric utility company in the field to discuss pole locations and source of power for each signal. Identify potential overhead utility conflicts, and coordinate with the City and utility companies to resolve conflicts. Two (2) meetings are assumed for budget purposes
  - (e) Prepare existing signal layout for Kenney Fort Blvd and Old Settlers Blvd. Plans will be developed at a scale of 1" = 40' (or larger) and will indicate existing conditions, existing utilities, existing striping, and existing traffic control devices, if applicable. No existing layout will be created for the new intersections of Kenney Fort Blvd and Wallin Bradley, Kenney Fort Blvd and CR 112 and Kenney Fort Blvd and University Blvd.

- (f) Develop traffic signal layouts at a scale of 1"=40' (or larger) and indicate existing conditions, location of signal poles, conduit, ground boxes, proposed traffic control devices, existing and proposed utilities, and proposed roadway improvements. Traffic signals will include accessible pedestrian signals, illumination, internally lighted street name (ILSN) signs, stop line/advanced detection, emergency vehicle preemption, and communications equipment. Wiring for power to controller, illumination, and ILSN signs will run in separate conduit from traffic signal cable.
- (g) Develop schedules, signing, and phasing sheets for each traffic signal location. Schedules and diagrams will include phasing diagrams, conduit and conductor schedules, pole wiring schedules, electrical service data, and other information based on each signal installation, as required.
- (h) Prepare traffic signal elevations showing the vertical clearance required for each mast arm and pedestrian push button/signal head mounting height.
- (i) Prepare vehicle detection details based on proposed traffic signal layout sheets to demonstrate detector locations and detection zones for each signal approach.
- (j) Identify and prepare standard traffic signal drawings. Standards are generally expected to be TxDOT standards but may include standard drawings from the City of Round Rock or other agencies, as appropriate. Standards that require modification will be corrected and sealed by the Engineer.
- (k) Identify and prepare traffic signal general notes. Review general notes provided by the City for applicability to the project. Mark-up and return a set to the City for inclusion in the final plan set.
- (l) Identify and prepare applicable specifications, special specifications, and special provisions for submission with the final PS&E package.
- (m) Prepare opinions of probable construction cost for traffic signal items for submission at PS&E milestones.
- (n) Provide shop drawing review

#### D. MISCELLANEOUS ROADWAY

##### 1. Retaining Walls

- (a) The Engineer will investigate each wall location and determine what the most suitable wall type is for each application. The anticipated wall type is MSE.
- (b) The Engineer will provide a location plan of all walls at a scale of 1"=200'. The intent is to show the location of all walls in plan including the wall designation and beginning and ending stations.
- (c) The Engineer shall prepare retaining wall layouts at a max scale of 1"=50' H and 1"=5' V. The layouts will show plan and profile views of the retaining wall. Up to 3,500 lf of walls are assumed.
- (d) Non-proprietary wall designs (i.e., Tie-back, soil nailed, drill shaft) are not included in this scope of work.

##### 2. Traffic Control Plan

- (a) Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- (b) The Engineer will develop overview plans for each stage of traffic control. These plans will act as key maps for each phase of TCP and shall be developed at a 1"=400' scale.
- (c) The Engineer will prepare 1"=400' plan layouts of all advance warning signs for Kenney Fort Blvd and all cross streets.
- (d) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- (e) Detailed traffic control plans will be prepared at a scale of 1"=100'. These plans will be developed based on the City's approval of the conceptual plans developed at the schematic design level. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.
- (f) Traffic control details will be developed for items not covered by City of Round Rock or TxDOT standard details.
- (g) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

##### 3. Illumination and ITS

The engineer shall coordinate with the electrical provider for the City (Oncor) on the continuous illumination design and electrical service locations.

- (a) The Engineer will design continuous and safety lighting along the project corridor. The lighting will be shown on illumination layouts.
- (b) The Engineer shall provide electrical circuit plans and details for the roadway lighting systems within the project limits.
- (c) The Engineer will coordinate with the City in identifying power sources, conduit runs, and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts, and coordinate with the State and the utility company to help resolve the conflicts.
- (d) The Engineer will layout conduit for future ITS lines to interconnect City signals. The layout shall include conduit and ground box locations.

#### 4. Quantities

Quantities will be tabulated for each of the following and as necessary to bid this project:

- (a) Traffic Control (per each phase)
- (b) Earthwork
- (c) Roadway
- (d) Retaining Walls
- (e) Removal
- (f) Drainage
- (g) Culverts
- (h) Small / Large Signs
- (i) Pavement Markings
- (j) Signals
- (k) Illumination
- (l) Utilities
- (m) Erosion Control and SW3P

#### 5. Summary Sheets

Quantities that are calculated will be tabulated on individual summary sheets for inclusion in the construction plan set:

- (a) Traffic Control (per each phase)
- (b) Earthwork
- (c) Roadway
- (d) Retaining Walls
- (e) Removal
- (f) Drainage
- (g) Culverts)
- (h) Small / Large Signs
- (i) Pavement Markings
- (j) Signals
- (k) Illumination
- (l) Utilities
- (m) Erosion Control and SW3P

#### 6. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate standards for the project from the City of Round and TxDOT's web site. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
- (c) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.

- (d) An opinion of probable construction cost will be prepared at the 30%, 60% 90% and prior to final PS&E submittal, and supplied to the City in Microsoft Excel format.

7. Bid Documents

- (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use and publish using CivCast or other system as directed by the City of Round Rock

## **V. PROJECT MANAGEMENT**

### **A. PROJECT MANAGEMENT**

1. Create and submit monthly invoices suitable for payment by the City.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. Prepare a schedule depicting the key milestones and critical path items necessary to complete the environmental, public involvement and PS&E phase of project development. The schedule shall incorporate and depict the various aspects of the environmental process (including review times) and the interdependence of various tasks, subtasks, milestones and deliverables. The schedule will be updated monthly throughout the duration of the project to reflect substantial changes in progress that are found during review and coordination meetings. Any issues that need resolution or action items will be identified in the progress report. The environmental schedule shall be incorporated into the overall project schedule.
4. Meet formally twice a month with the City to review project progress.
5. Meet with property owners, stakeholders, the City, County and TxDOT staff as required through the project development process.
6. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. Prepare project meeting summaries for applicable meetings during the project development process.
8. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
9. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
10. The Engineer shall formally close out the project and perform a documented archive process.

## **VI. BID AND CONSTRUCTION PHASE SERVICES**

### **A. BID PHASE SERVICES**

1. The Engineer will coordinate with the City in all aspects of the Bid Package including but not limited to answering prospective bidder questions and preparing addenda as necessary.
2. The Engineer will attend one pre-bid meeting.
3. The Engineer will assist the City at contract bid opening.
4. The Engineer will tabulate the bids, research low bidder and make a recommendation of award to the City.

### **B. CONSTRUCTION PHASE SERVICES**

1. Create and submit monthly invoices suitable for payment by the City.
2. The Engineer shall attend the pre-construction meeting.
3. The Engineer shall attend up to thirty (30) construction meetings as requested by the City.

4. The Engineer shall provide Construction Support Services at the written request of the City project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, a mutually agreed upon level of effort, a defined deliverable and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:
  - Responding to requests for information (RFIs)
  - Providing redesign as directed by the City for Change orders and documentation
  - Other project related tasks in support of the City during construction

The Engineer shall provide minor redesign as requested by the City project manager. In the event that revisions are requested, and the work is considered to be additional to that set forth on the original contract or scopes of work, the Engineer shall prepare a budget and a schedule for the additional work requested. The Engineer shall not commence work on a task prior to receiving written approval by the City.

5. Review the Application for Payment and supporting documentation submitted by the Contractor, recommended to the Owner the amount that the Contractor is to be paid on monthly estimates as required by the Construction Contract. An eighteen (18) month construction schedule is assumed.
  - (a) Such recommendation for payment to the Contractor shall not be a representation that the Engineer:
    - has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work,
    - has reviewed construction means, methods, techniques, sequences, or procedures,
    - has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the Owner to substantiate the Contractor's right to payment,
    - has ascertained how or for what purpose the Contractor has used monies previously paid by the Owner, or
    - has determined that title to any of the Contractor's work has passed to the Owner free and clear of any liens, claims, security interests or encumbrances.
6. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an inspection to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final inspection together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
7. Provide shop drawing review. The shop drawing submittals will be limited to those specifically called for in the construction contract documents (plans, standard specifications, special provisions to the standard specifications and special specifications). Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. An engineer's concurrence letter and 11"x17" record drawings (one Mylar copy and a digital copy on CD) will be submitted to the Public Works Department. The Engineer and Contractor shall verify that all final revisions and changes have been made to the Mylar and digital copy prior to City submittal. Record construction drawings shall be provided to the City in digital format as AutoCAD ".dwg" files, MicroStation ".dgn" files or ESRI ".shp" files as well as PDF ".pdf" on CD. The set of Record Drawings, which are stamped by the Engineer, shall be the sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

## EXHIBIT C

Work Schedule

Attached Behind This Page



EXHIBIT D

Fee Schedule

Attached Behind This Page

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

Task Description	Total Cost
<b><u>TOTAL LABOR COSTS</u></b>	
<b>I. ROUTE DESIGN STUDIES</b>	
DATA COLLECTION	STV \$ 5,875.00
AGENCY COORDINATION	STV \$ 17,450.00
SCHEMATIC LAYOUT DEVELOPMENT	STV \$ 121,755.00
GEOTECHNICAL	Raba Kistner \$ 27,865.00
DRAINAGE	Halff \$ 79,886.96
TRAFFIC STUDY	ATG \$ 15,576.00
<b>I. ROUTE DESIGN STUDIES Subtotal</b>	<b>\$ 268,407.96</b>
<b>II. Environmental &amp; Public Involvement</b>	
Environmental Services	STV \$ 30,740.00
Due Diligence Studies	STV \$ 100,500.00
Cultural Resources	Horizon \$ 17,700.00
Public Involvement	STV \$ 62,970.00
Public Involvement	CD&P \$ 107,075.00
<b>II. Environmental &amp; Public Involvement Subtotal</b>	<b>\$ 318,985.00</b>
<b>III. SURVEYING SERVICES</b>	
Survey	STV \$ 174,117.00
SUE	STV \$ 97,412.00
Utility Coordination	CobbFendley \$ 60,759.00
<b>III. SURVEYING SERVICES Subtotal</b>	<b>\$ 332,288.00</b>
<b>IV. PLANS, SPECIFICATIONS AND ESTIMATE</b>	
Roadway Design Controls	STV \$ 262,365.00
Drainage Design	Halff \$ 407,929.05
Signing, Markings	STV \$ 74,750.00
Traffic Signalization	STV \$ 105,395.00
Miscellaneous Roadway	STV \$ 308,605.00
<b>IV. PLANS, SPECIFICATIONS AND ESTIMATE Subtotal</b>	<b>\$ 1,159,044.05</b>
<b>V. PROJECT MANAGEMENT</b>	
Project Management (18 months)	STV \$ 75,485.00
Project Management - Halff	Halff \$ 14,353.42
Project Management - ATG	ATG \$ 5,940.00
<b>V. PROJECT MANAGEMENT Subtotal</b>	<b>\$ 95,778.42</b>
<b>VI. Bid and Construction Phase Services</b>	
Bid Phase	STV \$ 11,610.00
Bid Phase - Halff	Halff \$ 8,227.62
Construction Phase	STV \$ 83,055.00
Construction Phase - Halff	Halff \$ 38,110.19
<b>VI. Bid and Construction Phase Services Subtotal</b>	<b>\$ 141,002.81</b>
<b>SUBTOTAL LABOR EXPENSES</b>	
	<b>\$ 2,315,506.24</b>
EXPENSES - STV	STV \$ 10,140.00
EXPENSES - Raba Kistner	Raba Kistner \$ 39,879.30
EXPENSES - CD&P	CD&P \$ 4,425.00
EXPENSES - ATG	ATG \$ 156.25
EXPENSES - Cobb Fendley	CobbFendley \$ 1,132.00
EXPENSES - Halff	Halff \$ -
<b>GRAND TOTAL</b>	<b>\$ 2,371,238.79</b>
<b><u>SUMMARY of Cost breakdown by Firm</u></b>	
	STV \$ 1,542,224.00
	CobbFendley \$ 61,891.00
	Horizon \$ 17,700.00
	Halff \$ 548,507.24
	CD&P \$ 111,500.00
	ATG \$ 21,672.25
	Raba Kistner \$ 67,744.30

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

**Fee Schedule/Budget**

**Fee Schedule/Budget for STV, Inc.**

Project Phase	Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior CAD Technician	CAD/GIS Technician	Sr ENV Planner	ENV Planner II	Admin	Total Labor Hours	Total Direct Labor Costs
		\$315.00	\$235.00	\$175.00	\$160.00	\$125.00	\$150.00	\$95.00	\$240.00	\$110.00	\$95.00		
<b>I. ROUTE DESIGN STUDIES</b>													
<b>A DATA COLLECTION</b>													
1, 2	Conduct site visit (2 visits)		2	8		8						18	\$ 2,870.00
3	Collect existing plans and data	1			2	8		4				15	\$ 2,015.00
4	Collect parcel and plat data			2	4							6	\$ 990.00
												<b>39</b>	<b>\$ 5,875.00</b>
<b>B AGENCY COORDINATION</b>													
1	Prepare for and conduct kick-off meeting with City	4			8	12		2	4	2		32	\$ 5,410.00
2	Prepare for and conduct kick-off meeting with County	4		4		4		2	4	2		20	\$ 3,830.00
	Hold up to 3 meetings with the County	6		6					6			18	\$ 4,380.00
3	Prepare for and conduct kick-off meeting with Developers	4		4		4		2	4	2		20	\$ 3,830.00
												<b>90</b>	<b>\$ 17,450.00</b>
<b>D SCHEMATIC LAYOUT DEVELOPMENT</b>													
1	Develop roadway design criteria and compile spreadsheet	1	1		4							6	\$ 1,190.00
2	Alignment Study												
a	Develop alternative geometric configuration	6	9	30	42	100	12	9				208	\$ 31,130.00
b	Produce exhibit depicting alternatives for review	3	3	6	10	20		40				82	\$ 10,600.00
5	Develop existing and proposed typical sections	1	4		16	24		16				61	\$ 8,335.00
6	Develop schematic cross sections at 100' intervals	1	12		24	100						137	\$ 19,475.00
7	Determine retaining wall limits	1	3		8	16						28	\$ 4,300.00
8	Develop conceptual traffic control plan	2	8		16	24		12				62	\$ 9,210.00
9	Develop proposed pavement edges	1	4		30	60		12				107	\$ 14,695.00
10	Develop two (2) engineer's opinion of probable cost	2	6		8	20						36	\$ 5,820.00
11	Prepare Schematic Layout plots of corridor	4	8		16	60		40				128	\$ 17,000.00
												<b>855</b>	<b>\$ 121,755.00</b>

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

**Fee Schedule/Budget**

**Fee Schedule/Budget for STV, Inc.**

Project Phase	Task Description	Project Manager	Design Engineer	ENV Manager	Sr ENV Planner	ENV Planner IV	ENV Planner III	Sr Env Scientist	Sr Env Scientist IV	Sr Env Scientist III	Senior Technician	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs
		\$315.00	\$160.00	\$245.00	\$240.00	\$160.00	\$140.00	\$250.00	\$160.00	\$125.00	\$125.00	\$95.00	\$95.00		
<b>II. Environmental &amp; Public Involvement</b>															
<b>A   Environmental Services</b>															
1	Right of Entry			8			16					24		48	\$ 6,480.00
2	ENV Constraints Analysis													0	\$ -
a	Obtain Existing Env Constraints Data				2	2	4	2	2	8	2	8		30	\$ 4,190.00
b	Field Reconnaissance				4		4	4		4				16	\$ 3,020.00
c	Preliminary Env Constraints Map			4	2	2		2	2		4	8		24	\$ 3,860.00
d	Prepare Technical Memorandum			4	2	4		2	2				8	22	\$ 3,680.00
e	Preliminary Evaluation of Alignment Alternatives			2	2			2			4	2		12	\$ 2,160.00
f	Coordination Meeting (Up to 5)			10	10			10						30	\$ 7,350.00
														<b>182</b>	<b>\$ 30,740.00</b>
<b>B   Due Diligence Studies</b>															
	Waters of the US/Wetlands/Floodplains			16				24	100	100	24	24	8	296	\$ 44,460.00
	Threatened/Endangered Species Habitat Assessment			16				20	60	60	24	24	8	212	\$ 32,060.00
	Hazardous Materials Initial Site Assessment			16	20	32	40				12	24	8	152	\$ 23,980.00
														<b>660</b>	<b>\$ 100,500.00</b>
<b>C   Public Involvement</b>															
	Review PI Plan and associated PI materials	2		16										18	\$ 4,550.00
	Conduct door-to-door outreach for project		8	8			8			8				32	\$ 5,360.00
	Stakeholder Meetings (up to 15)	15		15								20		50	\$ 10,300.00
	Coordinate & Attend (2) Public Meeting/review report	8	8	24	20			10			20	20		110	\$ 21,380.00
	Coordinate & Attend (2) Public Workshop/review report	8	8	24	20			10			20	20		110	\$ 21,380.00
														<b>320</b>	<b>\$ 62,970.00</b>
<b>II. Environmental &amp; Public Involvement- SUBTOTAL</b>															
HOURS SUB-TOTALS		33	24	163	82	40	72	86	166	180	110	174	32	<b>1162</b>	
SUBTOTAL		\$ 10,395.00	\$ 3,840.00	\$ 39,935.00	\$ 19,680.00	\$ 6,400.00	\$ 10,080.00	\$ 21,500.00	\$ 26,560.00	\$ 22,500.00	\$ 13,750.00	\$ 16,530.00	\$ 3,040.00		<b>\$ 194,210.00</b>

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

Survey Fee Schedule/Budget

Fee Schedule/Budget for STV, Inc.

Project Phase	Task Description	Senior PM/RPLS	PM/RPLS	Sr. Survey Tech	1-person Crew	2-person Crew	3-person Crew	Admin			Total Labor Hours	Total Direct Labor Costs
		\$225.00	\$175.00	\$130.00	\$145.00	\$165.00	\$190.00	\$84.00				
<b>III. SURVEYING SERVICES</b>												
<b>A</b>	<b>PROJECT CONTROL SERVICES</b>											
	Project Control			1		5					6	\$ 955.00
<b>B</b>	<b>DATA COLLECTION AND PROPERTY RESEARCH</b>											
	Data Collection and Property Research										0	\$ -
<b>C</b>	<b>DESIGN SERVICES</b>											
	Right-of-Entry Coordination	2	2	5				3			12	\$ 1,702.00
	Horizontal Control	1	2			15					18	\$ 3,050.00
	Vertical Control	1	3			70					74	\$ 12,300.00
	Design Survey	3	50	150	5	142	15				365	\$ 55,930.00
	Manhole Inverts	1	5	60		80					146	\$ 22,100.00
	Locate Geotech Bores	1	2	2		25					30	\$ 4,960.00
	Establish Existing Right-of-way and Boundary	1	25	25		60					111	\$ 17,750.00
											<b>756</b>	<b>\$ 117,792.00</b>
<b>D</b>	<b>RIGHT-OF-WAY DOCUMENTS</b>											
	Prepare Right-of-way Documents w/TCE		84	224		70					378	\$ 55,370.00
<b>III. SURVEYING SERVICES- SUBTOTAL</b>												

**FEE SCHEDULE**

**Kenney Fort Blvd.**

**Segment 5 & 6**

**City of Round Rock**

<b>SUE QUALITY LEVEL "B, C, D"</b>	<b>LABOR CLASS.</b>	<b>Sr. PROJECT MANAGER</b>	<b>SUE PROJECT MANAGER</b>	<b>FIELD CREW MANAGER</b>	<b>UTILITY TECH</b>	<b>CADD TECH</b>	<b>CLERICAL SUPPORT</b>	<b>TOTAL HOURS</b>
<b>LABOR COSTS</b>		\$215.00	\$150.00	\$126.00	\$126.00	\$126.00	\$84.00	
Records Research		0	0	0	12	0	0	12
Production/Review of QL"B, C, D" Plan Deliverables		4	16	0	0	80	0	100
Project Meetings / Safety Orientation		0	4	8	0	0	0	12
Permit Coordination/Acquisition		0	2	0	2	0	0	4
Contract Administration		2	4	0	0	0	4	10
<b>SUBTOTAL HOURS</b>		<b>6</b>	<b>26</b>	<b>8</b>	<b>14</b>	<b>80</b>	<b>4</b>	<b>138</b>
<b>SUBTOTAL DOLLARS</b>		<b>\$1,290.00</b>	<b>\$3,900.00</b>	<b>\$1,008.00</b>	<b>\$1,764.00</b>	<b>\$10,080.00</b>	<b>\$336.00</b>	<b>\$18,378.00</b>
<b>SUBSURFACE UTILITY ENGINEERING COSTS</b>								
		<b>QTY</b>	<b>RATE</b>	<b>UNIT</b>	<b>UNIT</b>			<b>TOTAL</b>
<b>Designating (3-Man Crew &amp; Equipment) - Quality Level B</b>		104.0	\$ 235.00	per hour	per hour			\$24,440.00
<b>Survey of QL"B"</b>								
Surveying (2-Man Crew, GPS Equipment & Processing)		5.0	\$ 1,850.00	per day	per day			\$9,250.00
<b>SUBTOTAL DOLLARS</b>								<b>\$33,690.00</b>
<b>TOTAL ESTIMATED QUALITY LEVEL "B" FEE</b>								<b>\$52,068.00</b>
<b>SUE QUALITY LEVEL "A"</b>	<b>LABOR CLASS.</b>	<b>Sr. PROJECT MANAGER</b>	<b>SUE PROJECT MANAGER</b>	<b>FIELD CREW MANAGER</b>	<b>UTILITY TECH</b>	<b>CADD TECH</b>	<b>CLERICAL SUPPORT</b>	<b>TOTAL HOURS</b>
<b>LABOR COSTS</b>		\$215.00	\$150.00	\$126.00	\$126.00	\$126.00	\$84.00	
Records Research		0	0	0	4	0	0	4
Production/Review of QL"A" Deliverables		8	16	0	0	24	0	48
Project Meetings / Safety Orientation		0	2	2	0	0	0	4
Permit Coordination/Acquisition		0	1	0	1	0	0	2
Contract Administration		0	2	0	0	0	2	4
<b>SUBTOTAL HOURS</b>		<b>8</b>	<b>21</b>	<b>2</b>	<b>5</b>	<b>24</b>	<b>2</b>	<b>62</b>
<b>SUBTOTAL DOLLARS</b>		<b>\$1,720.00</b>	<b>\$3,150.00</b>	<b>\$252.00</b>	<b>\$630.00</b>	<b>\$3,024.00</b>	<b>\$168.00</b>	<b>\$8,944.00</b>
<b>Locating (Quality Level "A" - Test Holes)</b>								
0 feet to 5.00 feet		10	\$ 1,200.00	per hole				\$12,000.00
over 5.00 feet to 8.00 feet		7	\$ 1,550.00	per hole				\$10,850.00
over 8.00 feet to 11.00 feet		3	\$ 1,850.00	per hole				\$5,550.00
over 11.00 feet to 15.00 feet		0	\$ 2,550.00	per hole				\$0.00
Greater than 15 ft (per foot)		0	\$ 200.00	per hole				\$0.00
Depths over 15 feet are an additional cost of \$200 per foot.								
<b>Designating (2-Man Crew &amp; Equipment) - Quality Level B</b>		10.0	\$ 185.00	per hour				\$1,850.00
<b>Mob-Demob Fee</b>		1	\$ 600.00	each				\$600.00
<b>Survey of QL"A"</b>								
Surveying ((2-Man Crew, GPS Equipment & Processing)		3.0	\$ 1,850.00	per day				\$5,550.00
<b>SUBTOTAL DOLLARS</b>								<b>\$36,400.00</b>
<b>TOTAL ESTIMATED QUALITY LEVEL "A" FEE</b>								<b>\$45,344.00</b>
<b>DIRECT EXPENSES</b>								
<b>Miscellaneous Items</b>								
Asphalt/Concrete Coring & Pavement Repair		0	\$ 400.00	each				\$0.00
Remove/Install Concrete Sidewalk		0	\$ 4,500.00	each				\$0.00
<b>Permitting</b>								
PERMIT		0	\$ 600.00	each				\$0.00
<b>Traffic Control</b>								
Single Lane Closure - Daily Rate (Includes Warning Signs & Cones, Arrow Board, Delivery & Pickup)		0	\$ 2,450.00	each				\$0.00
Per Diem (Includes Lodging)			\$ 180.00	per day				\$0.00
Permit / Inspection Fees			\$ 350.00	each				\$0.00
<b>TOTAL ESTIMATED DIRECT EXPENSE DOLLARS</b>								<b>\$0.00</b>
<b>TOTAL COMBINED ESTIMATED FEE</b>								<b>\$97,412.00</b>

**Fee Schedule/Budget for STV, Inc.**

Task Description	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CAD Technician	Senior Technician	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs
	\$315.00	\$235.00	\$160.00	\$125.00	\$150.00	\$125.00	\$95.00	\$95.00		
<b>IV. PLANS, SPECIFICATIONS AND ESTIMATE</b>										
<b>A Roadway Design Controls</b>										
1 Miscellaneous Plans										\$ -
a Title Sheet	1		1	8					10	\$ 1,475.00
b Index of Sheets	1		1	6			6		14	\$ 1,795.00
c Project Layout 1"=200'	1		4	16		20			41	\$ 5,455.00
d Benchmark Layout 1"=200'	2		2	8		16			28	\$ 3,950.00
2 Roadway Plans & Geometry										\$ -
a Existing Typical Sections			2	10		8			20	\$ 2,570.00
b Proposed Typical Sections	2	4	10	24		30			70	\$ 9,920.00
c Horizontal Data Sheet	1		1	6		4			12	\$ 1,725.00
d KFB Plan & Profile Sheets 1"=100' H and 1"=10' V	16	40	100	220		80	60		516	\$ 73,640.00
e 6 Cross Street Plan & Profile Sheets 1"=100' H and 1"=10' V	2	10	72	144		48	12		288	\$ 39,640.00
f Supplemental Grading Sheets 1"=40'	2	8	8	24		20			62	\$ 9,290.00
g Removal Sheets 1"=100'		2	20	60		20			102	\$ 13,670.00
3 Grading and Details										\$ -
a 50-ft cross sections	4	30	106	220		40			400	\$ 57,770.00
b Intersection layouts (5 locations) 1"=40'	2	8	16	60		40	24		150	\$ 19,850.00
c Driveway Details		2	10	40					52	\$ 7,070.00
d Driveway Profiles		1	4	20					25	\$ 3,375.00
e Miscellaneous roadway details	2	4	10	40		24			80	\$ 11,170.00
									<b>1870</b>	<b>\$ 262,365.00</b>
<b>B Drainage Design</b>										
a Performed by Halff									0	\$ -
<b>C Signing, Markings and Signalization</b>										
1 Signing, Markings										\$ -
Site visits of project corridor and surrounding areas										\$ -
a Small Signing & Pavement marking layouts 1"=100'	4	20	120	220		50	100		514	\$ 68,410.00
b Pavement Marking Details	2	4		8		6			20	\$ 3,320.00
c Detail sheets for small signs	2		4	8		6			20	\$ 3,020.00
									<b>554</b>	<b>\$ 74,750.00</b>
2 Traffic Signalization										\$ -
a Collect & Evaluate traffic data		2	4	4					10	\$ 1,610.00
b Informational Traffic Signal Warrant Study		8	12						20	\$ 3,800.00
c Field Review		4	4						8	\$ 1,580.00
d Power and Utility Coordination	2	6	8						16	\$ 3,320.00
e Existing Signal Layouts		4	8	16					28	\$ 4,220.00
f Traffic Signal Layouts	4	30	42	64					140	\$ 23,030.00
g Schedule, signing, and phasing sheets		26	32	42					100	\$ 16,480.00
h Traffic Signal Elevations		12	24	64					100	\$ 14,660.00
i Detection Detail Sheets		5	32	42					79	\$ 11,545.00
j Standards		4	8	16					28	\$ 4,220.00
k General Notes		4	8	8					20	\$ 3,220.00
l Specifications		8	8						16	\$ 3,160.00
m Cost Estimates		8	12						20	\$ 3,800.00
n Shop Drawing Review		10	40	16					66	\$ 10,750.00
									<b>651</b>	<b>\$ 105,395.00</b>
<b>D Miscellaneous Roadway</b>										
1 Retaining Walls										\$ -
a Investigate wall locations and determine wall type		2	8	2					12	\$ 2,000.00
b Retaining Wall Location Map			4	10		16			30	\$ 3,890.00
c Retaining Wall Plan and Profile 1"=50' H 1"=5' V	4	20	80	160		60	40		364	\$ 50,060.00
2 Traffic Control Plan										\$ -
KFB Specific Exhibit D_2023-05-08.xlsx	2		4	40		32			78	\$ 10,270.00

**Fee Schedule/Budget for STV, Inc.**

Task Description	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CAD Technician	Senior Technician	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs
	\$315.00	\$235.00	\$160.00	\$125.00	\$150.00	\$125.00	\$95.00	\$95.00		
b TCP Overview		2		10		8	12		32	\$ 3,860.00
c TCP Advanced Warning Layouts 1"=400'		2	8	16			4		30	\$ 4,130.00
d TCP Narrative for Sequence of Construction	2	4	12						18	\$ 3,490.00
e TCP Plans Sheets 1"=100'	6	20	100	180		80	60		446	\$ 60,790.00
f TCP Details - Non Standard		1		4		8	8		21	\$ 2,495.00
g TCP Construction Schedule Developed	2	8	8						18	\$ 3,790.00
3 Illumination										\$ -
a Continuous Lighting Layouts	4	10	100	240		100	80		534	\$ 69,710.00
b Electrical Circuit Plans and Details		10	8	30			24		72	\$ 9,660.00
c State and Utility Coordination, Power Source Coordination			4						4	\$ 640.00
d ITS Layouts (Signal interconnects)	2		20	80		20			122	\$ 16,330.00
4 Quantities										\$ -
a Traffic Control			2	4			4		10	\$ 1,200.00
b Earthwork	2	2	2	8					14	\$ 2,420.00
c Roadway	1	2	2	10			10		25	\$ 3,305.00
d Retaining Walls		1	1	4					6	\$ 895.00
e Removal		1	1	10			10		22	\$ 2,595.00
f Drainage										\$ -
g Culverts										\$ -
h Signs		1	2	10			10		23	\$ 2,755.00
i Pavement Markings	1	2		10			10		23	\$ 2,985.00
j Signals	1	2	2	10			10		25	\$ 3,305.00
k Illumination		1	1	10			10		22	\$ 2,595.00
l Utilities										\$ -
m Erosion Control and SW3P										\$ -
5 Summary Sheets										\$ -
a Traffic Control	1			2			4		7	\$ 945.00
b Earthwork				2			4		6	\$ 630.00
c Roadway	1	1		2			4		8	\$ 1,180.00
d Retaining Walls		1		2			4		7	\$ 865.00
e Removal				2			4		6	\$ 630.00
f Drainage										\$ -
g Culverts										\$ -
h Signs				2			4		6	\$ 630.00
i Pavement Markings	1			2			4		7	\$ 945.00
j Signals		1		2			4		7	\$ 865.00
k Illumination	1	1		2			4		8	\$ 1,180.00
l Utilities				2			4		6	\$ 630.00
m Erosion Control and SW3P										\$ -
6 Standards, Specifications and Estimate										\$ -
a Download, Prepare and Modify Standards	1	2		20					23	\$ 3,285.00
b Specifications	4	16	8	4					32	\$ 6,800.00
c General Notes	4	12		2					18	\$ 4,330.00
d Preliminary Cost Estimate and item price identification	4	4	24	32					64	\$ 10,040.00
7 Prepare contract bid documents and proposals	4	10	32	30					76	\$ 12,480.00
<b>IV. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL</b>									<b>2232</b>	<b>\$ 308,605.00</b>
<b>HOURS SUB-TOTALS</b>	<b>98</b>	<b>403</b>	<b>1166</b>	<b>2370</b>	<b>0</b>	<b>736</b>	<b>534</b>	<b>0</b>	<b>5307</b>	
<b>SUBTOTAL</b>	<b>\$ 30,870.00</b>	<b>\$ 94,705.00</b>	<b>\$ 186,560.00</b>	<b>\$ 296,250.00</b>	<b>\$ -</b>	<b>\$ 92,000.00</b>	<b>\$ 50,730.00</b>	<b>\$ -</b>		<b>\$ 751,115.00</b>

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

**Fee Schedule/Budget for STV, Inc.**

	Task Description	Project Manager	Senior Engineer	Design Engineer	EIT	Admin		Total Labor Hours	Total Direct Labor Costs	
		\$315.00	\$235.00	\$160.00	\$125.00	\$95.00	\$0.00			
<b><u>V. PROJECT MANAGEMENT</u></b>										
<b>A</b>	<b>Project Management (18 months)</b>									
	1 Create and submit monthly invoices	12				18		30	\$ 5,490.00	
	2 Prepare monthly progress reports	9	9					18	\$ 4,950.00	
	3 Prepare schedule	4		6				10	\$ 2,220.00	
	4 Meet with City twice a month	36		36				72	\$ 17,100.00	
	5 Internal Design Team Meetings	15	15	15	15			60	\$ 12,525.00	
	6 Meet with property owners, stakeholders, and City	12	12					24	\$ 6,600.00	
	7 Prepare project meeting summaries	4	12	24				40	\$ 7,920.00	
	8 Monitor and Review Sub-consultant invoices	10				10		20	\$ 4,100.00	
	9 Coordinate and Review Sub-consultant work products	6	40					46	\$ 11,290.00	
	10 Project Closeout	2		8	8	4		22	\$ 3,290.00	
								<b>342</b>	<b>\$ 75,485.00</b>	
	V. PROJECT MANAGEMENT - SUBTOTAL									
	HOURS SUB-TOTALS	110	88	89	23	32	0	342		
	SUBTOTAL	\$ 34,650.00	\$ 20,680.00	\$ 14,240.00	\$ 2,875.00	\$ 3,040.00	\$ -		\$ 75,485.00	

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

**Fee Schedule/Budget for STV, Inc.**

Task Description	Project Manager	Senior Engineer	Design Engineer	EIT	Admin		Total Labor Hours	Total Direct Labor Costs
	\$315.00	\$235.00	\$160.00	\$125.00	\$95.00	\$0.00		
<b><u>VI. Bid and Construction Phase Services</u></b>								
<b>A Bid Phase</b>								
A1	Coordinate with City during Bid Package	4	8	16	12		40	\$ 7,200.00
A2	Attend pre-bid meeting	3		3			6	\$ 1,425.00
A3	Assist City at contract bid opening	2			2		4	\$ 880.00
A4	Tabulate bids, research low bidder, make recommendation	1	2	2	8		13	\$ 2,105.00
							<b>63</b>	<b>\$ 11,610.00</b>
<b>B Construction Phase</b>								
B1	Create and submit monthly invoices (18 months)	9				18	27	\$ 4,545.00
B2	Prepare for and attend pre-construction meeting	4		4			8	\$ 1,900.00
B3	Attend bi-weekly construction meetings (18 months)	36	36				72	\$ 19,800.00
B4	Respond to RFI's, make updates as agreed	10	20	30	60		120	\$ 20,150.00
B5	Review Contractor Pay Applications (18 months)	4		4	36		44	\$ 6,400.00
B6	Conduct final site visit for substantial completion	1	8		2		11	\$ 2,445.00
B7	Provide shop drawing review	1	4	60	40		105	\$ 15,855.00
B8	Develop as-builts	2	8	20	50		80	\$ 11,960.00
							<b>467</b>	<b>\$ 83,055.00</b>
<b>VI. Bid and Construction Phase Services- SUBTOTAL</b>								
<b>HOURS SUB-TOTALS</b>		<b>77</b>	<b>86</b>	<b>139</b>	<b>210</b>	<b>18</b>	<b>0</b>	<b>530</b>
<b>SUBTOTAL</b>		<b>\$ 24,255.00</b>	<b>\$ 20,210.00</b>	<b>\$ 22,240.00</b>	<b>\$ 26,250.00</b>	<b>\$ 1,710.00</b>	<b>\$ -</b>	<b>\$ 94,665.00</b>

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	200	\$ 300.00
Mylar Plots (22x34 As-Builts)	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	1,000	\$ 100.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	1,000	\$ 150.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	250	\$ 250.00
11" X 17" Color Paper Copies	sheet	\$ 1.80	250	\$ 450.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	4	\$ 100.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00	15	\$ 1,200.00
Lodging	day	\$ 85.00	15	\$ 1,275.00
Meals	day	\$ 36.00	15	\$ 540.00
Mileage	mile	\$ 0.550	2,500	\$ 1,375.00
GPS Rental	day	\$ 80.000	5	\$ 400.00
HazMat Database Search	each	\$ 2,000.000	2	\$ 4,000.00
<b>SUBTOTAL DIRECT EXPENSES</b>				<b>\$ 10,140.00</b>

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

Fee Schedule/Budget

Horizon								
Project Phase	Task Description						Total Labor Hours	Total Direct Labor Costs
<b>II</b>	<b>Environmental &amp; Public Involvement</b>							
<b>B</b>	<b>Due Diligence Studies</b>							
	4 Cultural Resources							
a	Task 1—Archeological Background Studies							\$ 1,000.00
b	Task 2—Archeological Survey Fieldwork							\$ 11,500.00
c	Task 3—Archeological Technical Report							\$ 3,500.00
d	Task 4—Records Curation							\$ 1,700.00
								\$ 17,700.00
	<b>Sub Total</b>							\$ 17,700.00

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

Fee Schedule/Budget

Half Associates, Inc.

Project Phase	Task Description	Sr Eng/QC	PM	Project Engineer	Design Engineer	EIT	Tech III	Tech II	Tech I	Admin II	Admin I	Total Labor Hours	Total Direct Labor Costs
		\$310.08	\$237.47	\$179.38	\$140.09	\$116.17	\$108.39	\$85.28	\$68.40	\$84.91	\$67.52		
<b>I.</b>	<b>ROUTE AND DESIGN STUDIES</b>												
<b>A</b>	<b>DATA COLLECTION</b>		2	8	10	20						40	\$ 5,634.28
<b>B</b>	<b>AGENCY COORDINATION</b>												
<b>D</b>	<b>SCHEMATIC LAYOUT DEVELOPMENT</b>											0	\$ -
8	Engineer's opinion of probable cost	1	2	2	4	4						13	\$ 2,168.82
9	Prepare project schematic plots											0	\$ -
h)	Drainage structures from H&H report	1	2	4	8	15						30	\$ 4,365.81
<b>F</b>	<b>HYDROLOGY AND HYDRAULIC ANALYSIS</b>											0	\$ -
1	Cross Structure H&H											0	\$ -
a)	Hydrology	2	4	10	20	40						76	\$ 10,812.44
b)	Hydraulics	4	8	20	40	80						152	\$ 21,624.88
2	Hydrology and Hydraulic Impact Analysis											0	\$ -
a)	Data Collection											0	\$ -
b)	Hydrology				2	4						6	\$ 744.86
c)	Hydraulics				4	8						12	\$ 1,489.72
d)	Mitigation	1	1	2	4	16						24	\$ 3,325.39
e)	CLOMR/LOMR (N/A)											0	\$ -
3	UBCWCID Impact Analysis	6	4	4	6							20	\$ 4,368.42
4	Preliminary Drainage Report	8	10	20	40	60	40					178	\$ 25,352.34
<b>G</b>	<b>WATER QUALITY (N/A)</b>											0	\$ -
												<b>551</b>	<b>\$ 79,886.96</b>
<b>IV</b>	<b>PLANS, SPECIFICATIONS &amp; ESTIMATE</b>												
<b>B</b>	<b>DRAINAGE DESIGN</b>											0	\$ -
1	Cross Structure H&H											0	\$ -
a)	Data Collection											0	\$ -
b)	Hydrology	1	2	4	8	12						27	\$ 4,017.30
c)	Hydraulics	1	2	4	12	24						43	\$ 5,971.70
d)	Culvert Layout Sheets	5	10	20	40	60	100					235	\$ 30,925.50
e)	Hydraulic Data Sheets	5	5	10	20	20	60					120	\$ 16,160.15
f)	Culvert Standards and Detail Sheets				1	4	4					9	\$ 1,038.33
2	Hydrology and Hydraulic Impact Analysis											0	\$ -
a)	Data Collection											0	\$ -
b)	Hydrology (Internal Drainage)											0	\$ -
c)	Hydraulics (Internal Drainage)											0	\$ -
d)	Hydraulic Impact Mitigation (N/A)											0	\$ -
f)	Scour Analysis	10	10	20	20	30						90	\$ 15,350.00
3	Storm Sewer Design (Plan Production)											0	\$ -
a)	Interior Drainage Area Maps	8	10	40	80	100	120					358	\$ 47,861.54
b)	Hydraulic Data Sheets	4	8	16	32	64	128					252	\$ 31,801.84
c)	Storm Sewer Computations		20	100	140	160						420	\$ 60,887.20
d)	Storm Sewer P&P	20	40	60	80	160	320					680	\$ 90,942.40
e)	Tabular Ditch Data	2	4	8	16	32	64					126	\$ 15,900.92
f)	Non Standard Details	6	8	10	40	100	160					324	\$ 40,117.04
g)	Identify Trench Protection	1			2	8						11	\$ 1,519.62
4	Final Drainage Report (Updated for Design)	2	4	10	20	40	10					86	\$ 11,896.34
5	FEMA Permitting (N/A)											0	\$ -
6	SW3P and Erosion Control		8	36	50	95						189	\$ 26,398.09

**Kenney Fort Blvd.  
Segment 5 & 6  
City of Round Rock**

Fee Schedule/Budget

Half Associates, Inc.

Project Phase	Task Description	Sr Eng/QC	PM	Project Engineer	Design Engineer	EIT	Tech III	Tech II	Tech I	Admin II	Admin I	Total Labor Hours	Total Direct Labor Costs
		\$310.08	\$237.47	\$179.38	\$140.09	\$116.17	\$108.39	\$85.28	\$68.40	\$84.91	\$67.52		
7	Streambank Stability Analysis (N/A)											0	\$ -
<b>E</b>	<b>MISCELLANEOUS ROADWAY</b>											0	\$ -
4	Quantities											0	\$ -
f)	Drainage			2	8	20						30	\$ 3,802.88
g)	Culverts			2	8	16						26	\$ 3,338.20
5	Summary Sheets (N/A) - CP&Y											0	\$ -
f)	Drainage											0	\$ -
g)	Culverts											0	\$ -
												<b>3,026</b>	<b>\$ 407,929.05</b>
<b>V</b>	<b>PROJECT MANAGEMENT</b>												
<b>A</b>	<b>PROJECT MANAGEMENT</b>											0	\$ -
1	Monthly Invoices		18							18		36	\$ 5,802.84
2	Monthly Progress Reports		18									18	\$ 4,274.46
3	Attend up to 3 meetings with the City		6	4	4	6						20	\$ 3,399.72
4	Prepare Meeting Summaries			1		6						7	\$ 876.40
5	Bi weekly Design Meetings											0	\$ -
												<b>81</b>	<b>\$ 14,353.42</b>
<b>VI</b>	<b>BID AND CONSTRUCTION PHASE SERVICES</b>												
<b>A</b>	<b>BID PHASE SERVICES</b>											0	\$ -
1	Bid package and bidder questions		2	2	10	40						54	\$ 6,881.40
2	Attend pre-bid meeting		2	2	2	2						8	\$ 1,346.22
												<b>62</b>	<b>\$ 8,227.62</b>
<b>B</b>	<b>CONSTRUCTION PHASE SERVICES</b>												
1	Monthly Invoices		9							18		27	\$ 3,665.61
2	Pre-construction meeting		2	2		2						6	\$ 1,066.04
3	Construction meetings (6)		2	2	12	12						28	\$ 3,908.82
4	Construction Support Services		4	8	16	40						68	\$ 9,273.16
6	Final Inspection			2	2	2						6	\$ 871.28
7	Provide shop drawings review			24		40						64	\$ 8,951.92
8	Provide record drawings			8	24	48						80	\$ 10,373.36
												<b>279</b>	<b>\$ 38,110.19</b>
												<b>3,999</b>	<b>\$ 548,507.24</b>
	<b>Sub Total</b>	88	227	467	785	1,390	1,006	0	0	36	0		

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



## DESCRIPTIONS (Continued from Page 1)

All Risk Coverage - Agreed Value

Leased / Rented / Borrowed Equipment from Others Sublimit: \$100,000

2. Contractor's Pollution Liability:

Policy #: 03106092 / Policy Term: 4/1/2023 - 4/1/2024

Insurance Carrier: Allied World Assurance Company (U.S.) Inc. / NAIC#: 19489

Per Pollution Condition: \$5,000,000

Aggregate Limit: \$5,000,000

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

a. XCU

b. Contractual Liability

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

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

a. USL&H

b. Maritime

c. FELA

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

1. North Dakota

2. Washington

3. Wyoming

4. Ohio

Limits:

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

2. \$1,000,000 Employers Liability - Disease - Each Employee

3. \$1,000,000 Employers Liability - Disease - Policy Limit

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

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

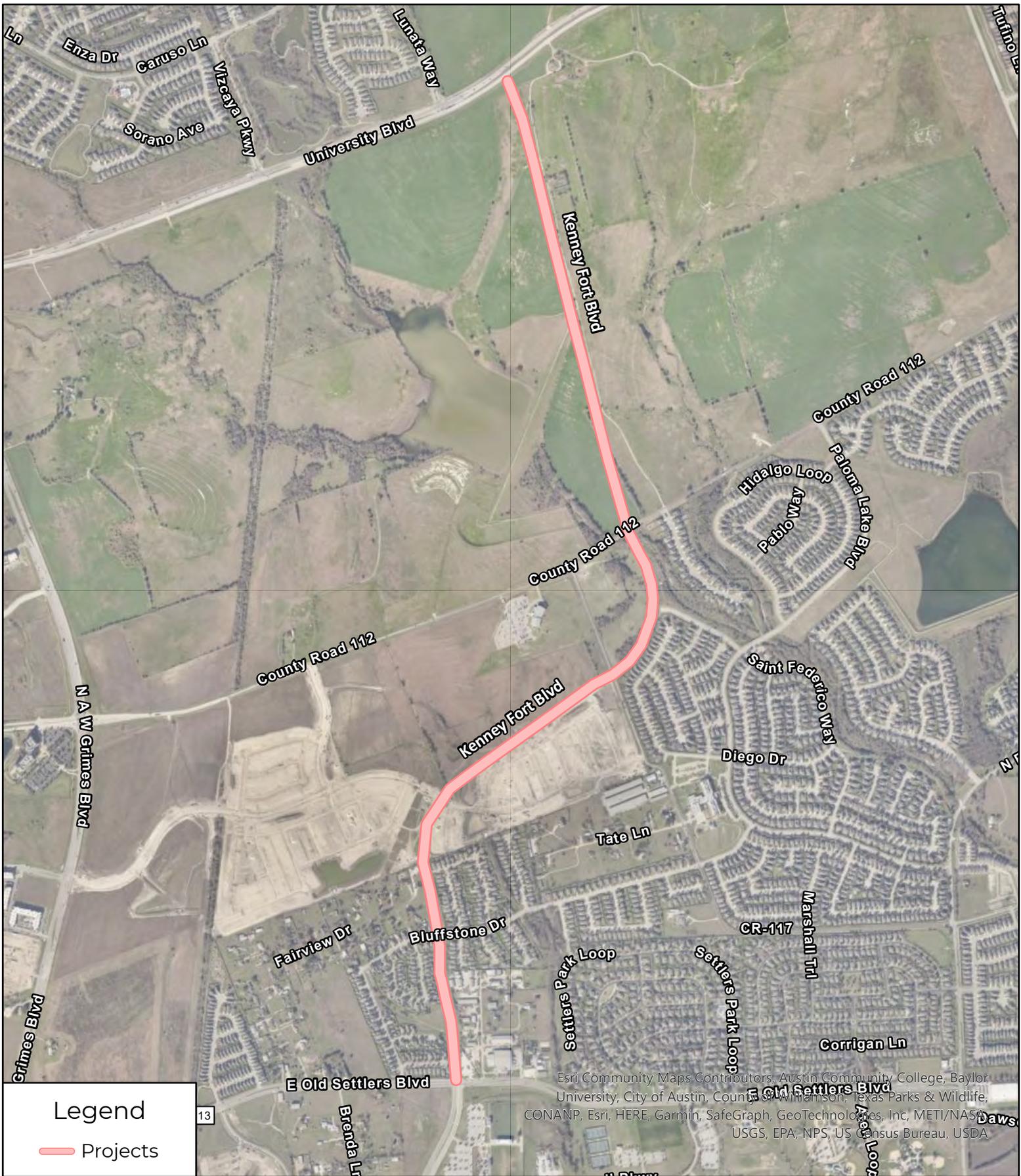
8. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

Kenney Fort Boulevard Segments 5 & 6

STV Project No. RNDR2100769.00

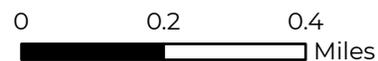
City Manager - City of Round Rock are included as Additional Insureds if required by written contract under the following coverage:

Commercial General Liability, Business Automobile Liability, Contractors Pollution Liability and Commercial Excess Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 20 10 07 04 and CG 20 37 07 04.



# Kenney Fort Blvd., Seg. 5 & 6

Round Rock Transportation Department



# 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:  
 2023-1038648

Date Filed:  
 06/26/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 CP&Y, Inc. dba STV Infrastructure  
 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.**  
 Kenny Fort Blvd. Segments 5&6  
 Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kohler, Chuck	New York City, NY United States	X	
	Kelly, Greg	New York City, NY United States	X	
	Roohms, J.J.	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

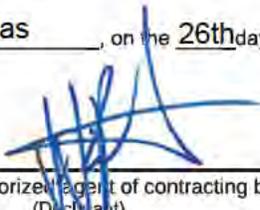
**6 UNSWORN DECLARATION**

My name is J.J. Roohms, and my date of birth is [REDACTED].

My address is 13809 Research Blvd, Ste 300, Austin, TX, 78750, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Austin County, State of Texas, on the 26th day of June, 2023.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

# 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:  
2023-1038648

Date Filed:  
06/26/2023

Date Acknowledged:  
06/29/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
CP&Y, Inc. dba STV Infrastructure  
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.**  
Kenny Fort Blvd. Segments 5&6  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kohler, Chuck	New York City, NY United States	X	
	Kelly, Greg	New York City, NY United States	X	
	Roohms, J.J.	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: H.10**

---

**Title:** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.097 acre parcel owned by Terrill G. Sladek for the Red Bud South Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Map

**Department:** Transportation

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### **Text of Legislative File 2023-206**

The City's current appraised value for this parcel is \$28,648. The City attempted to negotiate 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 eminent 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 0.097-acre tract of land from property owned by Terrill G. Sladek, as described in Exhibit A of the resolution."**



**RESOLUTION NO. R-2023-206**

**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 acquire, construct and maintain certain roadway and utility improvements, 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 title to approximately 0.097 acres of land located in Williamson County, Texas and more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such property being owned by **TERRILL G. SLADEK**, for the public use of construction, reconstruction, 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 acquire, construct and maintain roadway facility 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 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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



EXHIBIT "A"  
 PLAT TO ACCOMPANY PARCEL DESCRIPTION

RONALD R. WOYTEK &  
 SUSAN L. WOYTEK  
 1.014 ACRES  
 VOL. 735, PG. 466  
 D. R. W. C. T.

RED BUD TRAIL  
 (50' R.O.W. WIDTH)

(N 84°59'48" E 199.99')  
 EXISTING R.O.W.

STA. 91+15.61  
 49.50' LT

0.097 AC.  
 4,213 SQ. FT.

TERRILL G. SLADEK  
 1.008 ACRES  
 DOC. 2019040323  
 (DESCRIBED  
 IN DOC. 2011009128  
 O. P. R. W. C. T.)

JOSEPH MARSHALL SURVEY  
 ABSTRACT NO. 409

NO.	DIRECTION	DISTANCE
L1	S88°36'03"E	86.43'
L2	N82°26'08"E	23.55'
L3	N02°35'15"W	50.19'
L4	N88°36'03"W	23.87'

P. O. R.

(N86°06'35"W 110.44')

P. O. B.

STA. 89+39.19  
 49.50' LT  
 GRID COORDINATES:  
 N=10,162,504.45  
 E=3,152,802.64

JEANNIE M. McCULLOCH  
 1.429 ACRE  
 DOC. 2018085364  
 DESCRIBED IN  
 DOC. 2001041371  
 O. P. R. W. C. T.

PROPOSED R.O.W.  
 N02°28'31"W 176.42'  
 (S 00°01'51" W 179.75')

RED BUD LANE  
 (COUNTY ROAD 122)  
 (R.O.W. WIDTH VARIES)

ENGINEER'S BASELINE

OSTENSIBLE SURVEY LINE

PT 89+16.74

10/31/2022

PARCEL PLAT SHOWING PROPERTY OF  
**TERRILL G. SLADEK**

**PARCEL 15**  
 0.097 AC.  
 4,213 SQ. FT.

**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

SCALE  
 1" = 60'

PROJECT  
 RED BUD LANE

COUNTY  
 WILLIAMSON

PAGE 2 OF 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊙	1/2" IRON PIPE FOUND UNLESS NOTED		LINE BREAK
▲	60D NAIL FOUND	P.O.B.	POINT OF BEGINNING
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET	P.O.R.	POINT OF REFERENCE
⊕	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
⊗	COTTON GIN SPINDLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
X	X CUT IN CONCRETE FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	PROPERTY LINE		
	DENOTES COMMON OWNERSHIP		

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 22080030RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 10, 2022, ISSUE DATE OCTOBER 17, 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 DECIPTION 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 DECIPTION 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 DECIPTION 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 DECIPTION CAN NOT BE LOCATED.

J. 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 DECIPTION CAN NOT BE LOCATED.

K. EASEMENT AS SHOWN IN INSTRUMENT FROM EUGENE J. SLADEK AND MARILYN SLADEK, TO MANVILLE WATER SUPPLY CORPORATION, DATED OCTOBER 22, 1990, AND FILED IN VOLUME 1990, PAGE 245, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DECIPTION 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



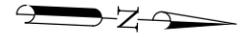
M. STEPHEN TRUESDALE DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
 LICENSED STATE LAND SURVEYOR  
 INLAND GEODETICS  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681

10/31/2022

PARCEL PLAT SHOWING PROPERTY OF		<b>TERRILL G. SLADEK</b>
SCALE 1" = 60'	PROJECT RED BUD LANE	
		COUNTY WILLIAMSON

PARCEL 15  
 0.097 AC.  
 4,213 SQ. FT.  
 PAGE 3 OF 3

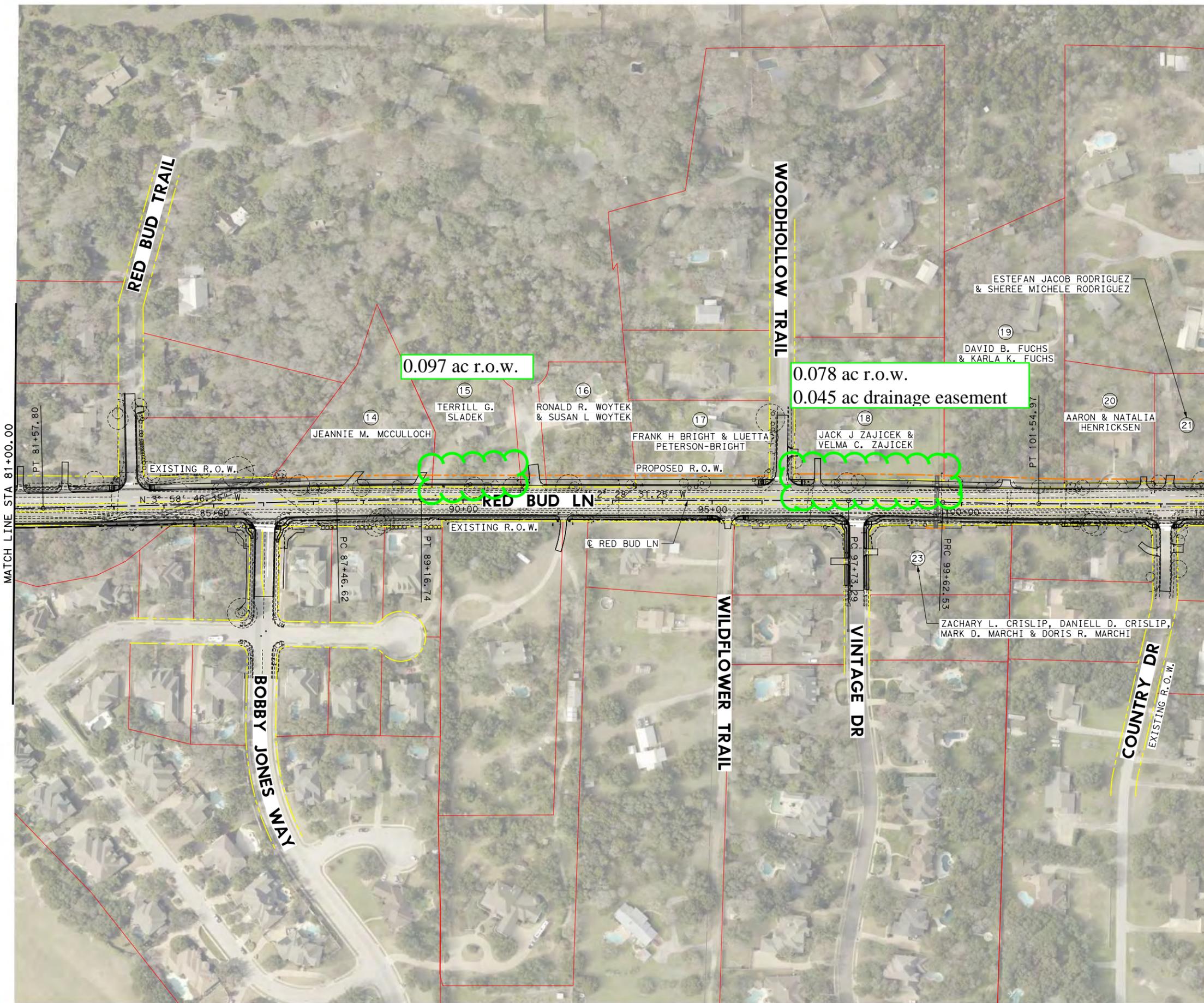
1/13/2022 5:30:11 PM I:\2601\2101\CADD\SHEETS\00-Schematic - Exhibits\RB\*Parcel Maps\*04.dgn



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



**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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.11**

---

**Title:** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.078 acre parcel and 0.045 acre drainage easement from property owned by The Jack J. Zajicek and Velma C. Zajicek Revocable Living Trust required for the Red Bud South Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibits A/B, Map

**Department:** Transportation

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### **Text of Legislative File 2023-207**

The City's current appraised value for this parcel is \$35,434. The City attempted to negotiate 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 (5.05.23) or final offer (6.09.23).

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 eminent 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 and a drainage easement to the following parcels of land for construction of proposed improvements to the Red Bud South Project: a 0.078-acre tract of land and a 0.045 acre drainage easement from property owned by The Jack J. Zajicek and Velma C. Zajicek Revocable Living Trust, as described in Exhibit A of the resolution."**



**RESOLUTION NO. R-2023-207**

**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 acquire, construct and maintain certain roadway and utility facilities and related appurtenances, 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 title to approximately 0.078 acre of land, and a drainage easement in and to approximately 0.045 acre of land, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibits "A & B" attached hereto (the "Property"), such property being owned by **THE JACK J. ZAJICEK AND VELMA C. ZAJICEK REVOCABLE LIVING TRUST**, for the public use of construction, reconstruction, 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 acquire, construct and maintain roadway and utility facilities and related appurtenances 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 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 13th day of July, 2023.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

DAVID B. FUCHS &  
 KARLA K. FUCHS  
 2.93 ACRES  
 DOC. NO. 1997034614  
 O. R. W. C. T.

SEE DETAIL "A"

NO.	DIRECTION	DISTANCE
L1	N87° 33' 32" E	9.07'
L2	S87° 39' 08" W	11.93'

WOODHOLLOW SUBDIVISION  
 CAB. D, SLDS. 328-330  
 P. R. W. C. T.

LOT 11  
 (0.964 ACRES)

LOT 12  
 (1.00 ACRE)

2 STORY STONE  
 & FRAME  
 RESIDENCE

STA. 97+73.29  
 53.50' LT

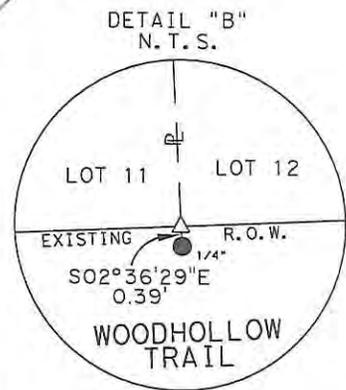
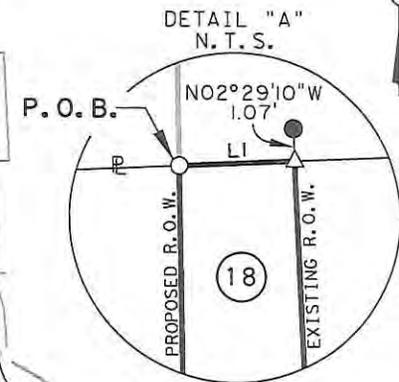
THE JACK J. ZAJICEK AND  
 VELMA C. ZAJICEK  
 REVOCABLE LIVING TRUST  
 DOC. NO. 2006003189  
 O. P. R. W. C. T.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 40' 31"	6,533.50'	191.04'	191.03'	N01° 38' 16" W

SHED

(WEST 140.00')  
 EXISTING R.O.W.  
 SEE DETAIL "B"  
 S87° 39' 08" W 133.06'  
 (WEST 145.20')  
 WOODHOLLOW TRAIL  
 (50' ROW WIDTH)

STA. 96+64.77  
 53.50' LT



JOSEPH MARSHALL SURVEY  
 ABSTRACT NO. 409

10/25/2022

PARCEL PLAT SHOWING PROPERTY OF

THE JACK J. ZAJICEK AND VELMA C. ZAJICEK  
 REVOCABLE LIVING TRUST

PARCEL 18  
 0.078 AC.  
 3,385 SQ. FT.

**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

SCALE  
 1" = 60'

PROJECT  
 RED BUD LANE

COUNTY  
 WILLIAMSON

PAGE 2 OF 3

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

⊙	1/2" IRON PIPE FOUND UNLESS NOTED		DENOTES COMMON OWNERSHIP
▲	80D NAIL FOUND		LINE BREAK
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊕	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
⊗	COTTON GIN SPINDLE FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
X	X CUT IN CONCRETE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	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 22080033RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER, 02, 2022, ISSUE DATE OCTOBER 07, 2022.

- 1. RESTRICTIVE COVENANTS: CABINET D, SLIDE 328, PLAT RECORDS; ALSO RECORDED IN VOLUME 817, PAGE 600, DEED 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 328, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:
  - 25' BUILDING LINE ALONG THE SOUTHERLY PROPERTY LINE(S), SUBJECT TO.
  - 20' BUILDING LINE ALONG THE EASTERLY PROPERTY LINE(S), SUBJECT TO.
  - 10' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND EASTERLY PROPERTY LINE(S), AFFECTS AS SHOWN.
  - 7.5' PUBLIC UTILITY EASEMENT ALONG THE WESTERLY PROPERTY LINE(S), DOES NOT AFFECT AS SHOWN.

G. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 585, PAGE 229, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 640, PAGE 79, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 705, PAGE 852, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 716, PAGE 105, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION 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* *4 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

10/25/2022

PARCEL PLAT SHOWING PROPERTY OF  
**THE JACK J. ZAJICEK AND VELMA C. ZAJICEK  
 REVOCABLE LIVING TRUST**

SCALE: 1" = 60'

PROJECT: RED BUD LANE

COUNTY: WILLIAMSON

PARCEL 18  
 0.078 AC.  
 3,385 SQ. FT.

PAGE 3 OF 3



EXHIBIT " B

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	00° 15' 47"	6,533.50'	30.01'	30.01'	S00° 55' 54" E

DAVID B. FUCHS &  
KARLA K. FUCHS  
2.93 ACRES  
DOC. NO. 1997034614  
O. R. W. C. T.

**P. O. B.**  
STA. 99+60.92  
119.01' LT  
GRID COORDINATES:  
N=10,163,525.64  
E=3,152,691.70

**P. O. R.**  
3/4"  
(WEST 140.00')  
N87° 33' 32" E 71.01"  
(WEST)

STA. 99+62.77  
53.50' LT

PRC 99+62.53

LOT 12  
(1.00 ACRE)

18-DE  
0.045 AC.  
1,954 SQ. FT.

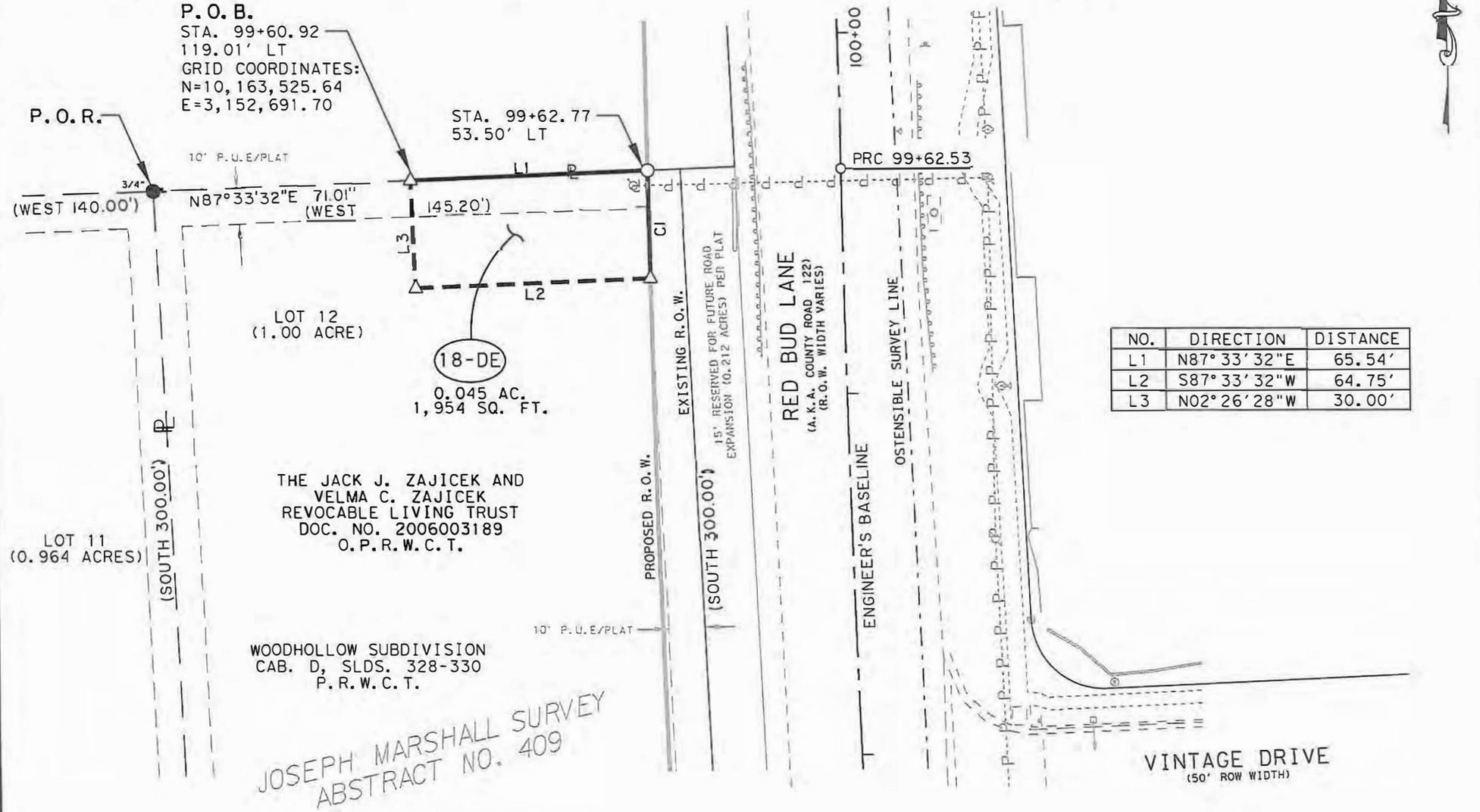
THE JACK J. ZAJICEK AND  
VELMA C. ZAJICEK  
REVOCABLE LIVING TRUST  
DOC. NO. 2006003189  
O. P. R. W. C. T.

LOT 11  
(0.964 ACRES)

WOODHOLLOW SUBDIVISION  
CAB. D, SLDS. 328-330  
P. R. W. C. T.

JOSEPH MARSHALL SURVEY  
ABSTRACT NO. 409

NO.	DIRECTION	DISTANCE
L1	N87° 33' 32" E	65.54'
L2	S87° 33' 32" W	64.75'
L3	N02° 26' 28" W	30.00'



10/25/2022

PARCEL PLAT SHOWING PROPERTY OF

**THE JACK J. ZAJICEK AND VELMA C. ZAJICEK  
REVOCABLE LIVING TRUST**

**PARCEL 18-DE**  
0.045 AC.  
1,954 SQ. FT.

**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

SCALE  
1" = 40'

PROJECT  
RED BUD LANE

COUNTY  
WILLIAMSON

PAGE 2 OF 3

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

⊙	1/2" IRON PIPE FOUND UNLESS NOTED		DENOTES COMMON OWNERSHIP
▲	80D NAIL FOUND		LINE BREAK
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊕	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
⊗	COTTON GIN SPINDLE FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
X	X CUT IN CONCRETE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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20' BUILDING LINE ALONG THE EASTERLY PROPERTY LINE(S), SUBJECT TO.

10' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND EASTERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

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*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



10/25/2022

**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  
**THE JACK J. ZAJICEK AND VELMA C. ZAJICEK  
REVOCABLE LIVING TRUST**

SCALE  
1" = 40'

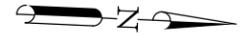
PROJECT  
RED BUD LANE

COUNTY  
WILLIAMSON

PARCEL 18-DE  
0.045 AC.  
1,954 SQ. FT.

PAGE 3 OF 3

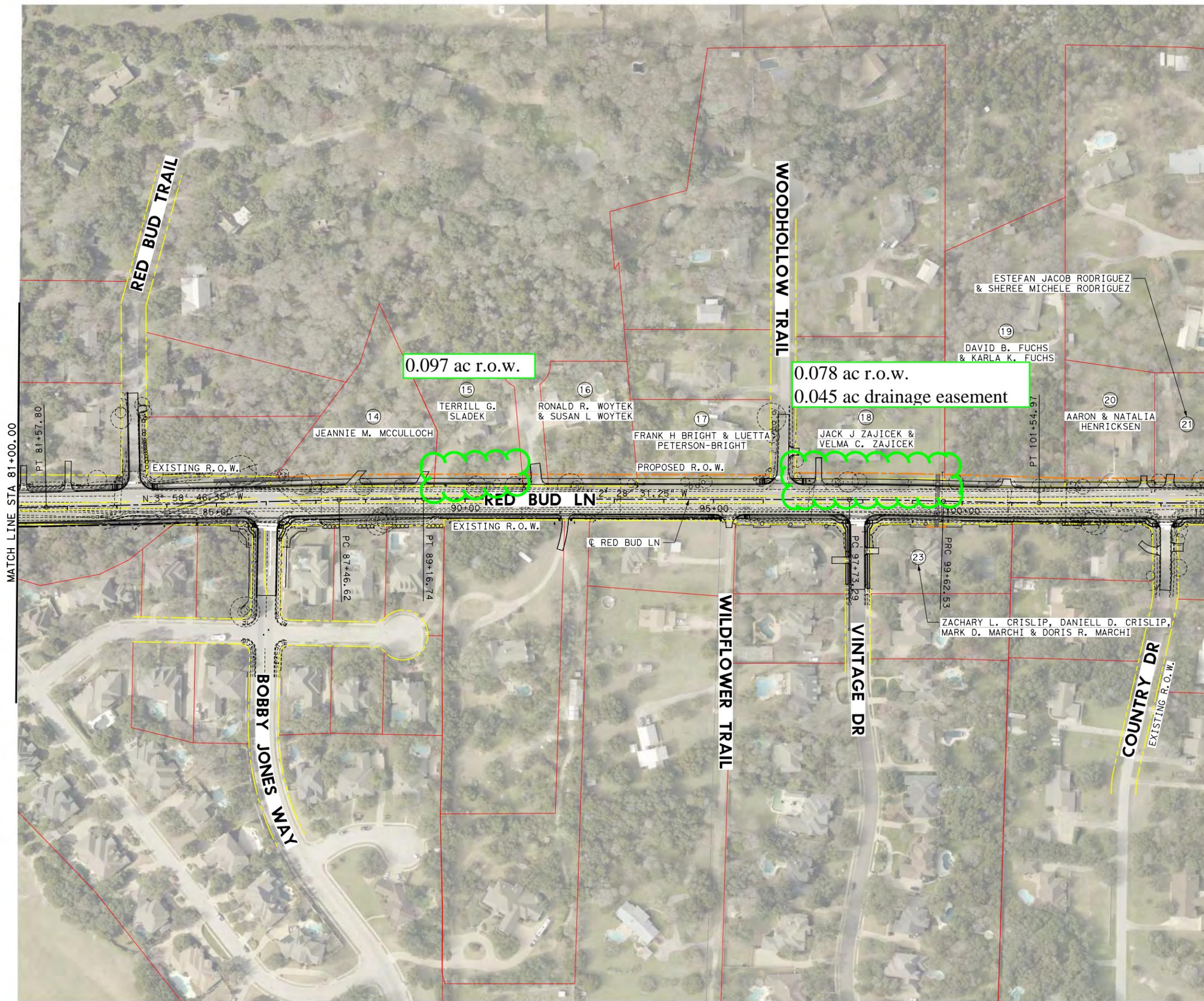
1/13/2022 5:30:11 PM I:\2601\2101\CADD\SHEETS\00-Schematic - Exhibits\RB\*Parcel Maps\*04.dgn



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



**LJA Engineering, Inc.**   
FRN-F-1386

RED BUD LANE  
PARCEL MAPS

STA 81+00 TO STA 105+00



# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.1

---

**Title:** Consider public testimony regarding, and an ordinance approving an amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow mixed-use development on 0.91 acres located on the south side of Gattis School Road and east of Mays Street. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Brad Wiseman, Planning & Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Maps

**Department:** Planning & Development Services

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### Text of Legislative File 2023-208

Proposal: The applicant, Ravi Kafley, is requesting to amend the Future Land Use Map of the 2030 Comprehensive plan from residential to mixed-use to allow a mixed-use development.

Site: This property currently contains a single-family home and an associated accessory building.

Comprehensive Plan: The FLUM (Future Land Use Map) of the Comprehensive Plan 2030 designates the site as residential. This designation reflects the SF-2 (Single Family -Standard Lot) zoning of the site, which was designated in 1969. The site contains a single-family dwelling and associated accessory building.

Amendment Policies: According to the Comprehensive Plan 2030, amendments to the plan should consider several factors, including changing market conditions and surrounding land use. In this case, the subject tract contains a single-family dwelling that is in close proximity to a major commercial intersection (Mays St/Gattis School Rd). This proximity does not lend itself to continued single family use. Redevelopment to a mixed-use product meets current market conditions and our comprehensive plan strategy of *encouraging mixed-use development in locations that are compatible with the surrounding area.*

At its June 7, 2023 meeting, the Planning and Zoning Commission unanimously recommended approval of the amendment to the Future Land Use Map of the 2030 Comprehensive Plan. There were no public speakers.



**ORDINANCE NO. O-2023-208**

**AN ORDINANCE AMENDING THE ROUND ROCK COMPREHENSIVE PLAN 2030, ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 1, ARTICLE 1, SECTION 1-7, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, BY AMENDING THE FUTURE LAND USE MAP; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS**, a request has been made to the City Council of the City of Round Rock, Texas to amend the Future Land Use Map of the Comprehensive Plan 2030, by changing the designation of 0.91 acres of land out of the Asa Thomas Survey, Abstract No. 609 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from the Residential Designation to the Mixed-Use Designation, and

**WHEREAS**, the requested change in the Future Land Use Map has been submitted to the Planning and Zoning Commission for its recommendation and report, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the requested change on the 7th day of June, 2023, following lawful publication of the notice of said public hearing, and

**WHEREAS**, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Future Land Use Map of the Comprehensive Plan 2030 be amended so that the property described in Exhibit "A" be designated as Mixed-Use, and

**WHEREAS**, on the 13th day of July, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and

**WHEREAS**, the City Council determines that the amended land use designation amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

**WHEREAS**, each and every requirement concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:**

**I.**

That the Future Land Use Map, which is designated as Figure 29 on page 127 of the Comprehensive Plan 2030, adopted in Zoning and Development Code, Chapter 1, Article 1, Section 1-7, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the land use designation of the property described in Exhibit “A” is hereafter Mixed-Use.

**II.**

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** 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.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

Alternative 2.

**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

**PROPERTY DESCRIPTION:**

BEING A 0.913 ACRE TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MIKE OLSON, JR., AS RECORDED IN VOLUME 631, PAGE 466, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET PK NAIL AT THE NORTH CORNER OF SAID OLSON TRACT AND THE WEST CORNER OF SOUTHERN TERRACE, REVISED, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 90, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAID NAIL BEING IN GATTIS SCHOOL ROAD;

THENCE SOUTH 20° 47' 00" EAST, A DISTANCE OF 287.30 FEET ALONG THE COMMON LINE OF SAID OLSON TRACT AND SAID SOUTHERN TERRACE, REVISED TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID OLSON TRACT AND NORTH CORNER OF SOUTH PARK ADDITION, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 4, SLIDE 399, SAID PLAT RECORDS;

THENCE SOUTH 70° 30' 00" WEST, A DISTANCE OF 138.88 FEET ALONG THE COMMON LINE OF SAID OLSON TRACT AND SAID SOUTH PARK ADDITION TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS SOUTH 86° 04' 47" EAST - 0.51 OF ONE FOOT, SAID IRON ROD SET BEING THE SOUTH CORNER OF SAID OLSON TRACT AND THE EAST CORNER OF HILL TOP SUBDIVISION, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, SLIDE 367, SAID PLAT RECORDS;

THENCE NORTH 20° 39' 00" WEST ALONG THE COMMON LINE OF SAID OLSON TRACT AND SAID HILL TOP SUBDIVISION, PASSING A 5/8-INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID HILL TOP SUBDIVISION AT A DISTANCE OF 277.20 FEET AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID OLSON TRACT A TOTAL DISTANCE OF 286.63 FEET TO AN "X" SET IN CONCRETE AT THE WEST CORNER OF SAID OLSON TRACT, SAID "X" BEING IN AFORESAID GATTIS SCHOOL ROAD;

THENCE NORTH 70° 14' 00" EAST, A DISTANCE OF 138.22 FEET ALONG SAID GATTIS SCHOOL ROAD TO THE POINT OF BEGINNING AND CONTAINING 39,751 SQUARE FEET OR 0.913 OF ONE ACRE OF LAND.

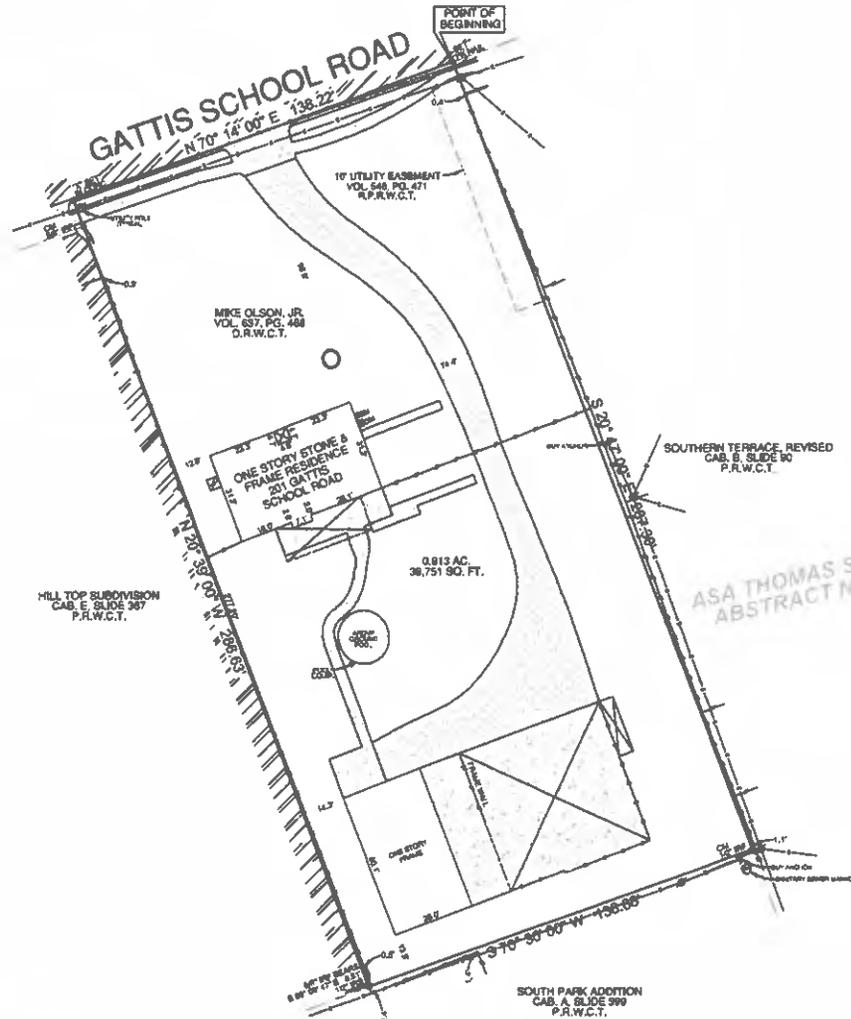
THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:  
 (1)HOA AGREEMENT, VOL. 327, PG. 488 P.F.W.C.T.  
 (2)EASEMENT, VOL. 348, PG. 497, P.F.W.C.T.

**GENERAL NOTES**

1) ALL INFORMATION ON THIS SURVEY WAS OBTAINED FROM THE RECORDS OF THE PUBLIC RECORDS OFFICE OF WILLIAMSON COUNTY, TEXAS, AND FROM THE FIELD. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION IS CORRECT AND ACCURATE. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION IS CORRECT AND ACCURATE. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION IS CORRECT AND ACCURATE.

**GENERAL NOTES**

1) THE BASIS OF BEARING FOR THIS SURVEY WAS DETERMINED FROM DATA PROVIDED IN THE RECORDED DEED.  
 2) THERE ARE NO VISIBLE CORNERS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON MAY BE MEASURED.  
 3) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE DOCUMENT UNDER THE OF NUMBER LISTED HEREON.  
 4) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPT TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS OR OTHER MATTERS THAT MAY BE IN PLACE BY LOCAL JURISDICTIONS OR ASSOCIATIONS.  
 5) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
 6) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY HAZARDOUS WASTE, TOXIC OR HAZARDOUS WASTE AREAS, SUBSISTENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUES.  
 7) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE ABOVE GROUND UTILITIES, UTILITIES AND OTHER BELOW IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.  
 8) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.



**EXHIBIT  
"A"**

201 GATTIS SCHOOL ROAD  
 CITY OF ROUND ROCK  
 WILLIAMSON COUNTY, TEXAS

OFF: 21-564947-AM  
 BORROWER: RAVI KAFLEY AND SUVASH KAFLEY  
 TITLE CO.: CAPITAL TITLE  
 PREMIER JOB #: 21-01817  
 TECH: MSP DATE: 03/23/21  
 FIELD: MJ FIELD DATE: 03/22/21

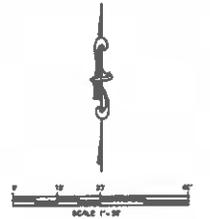


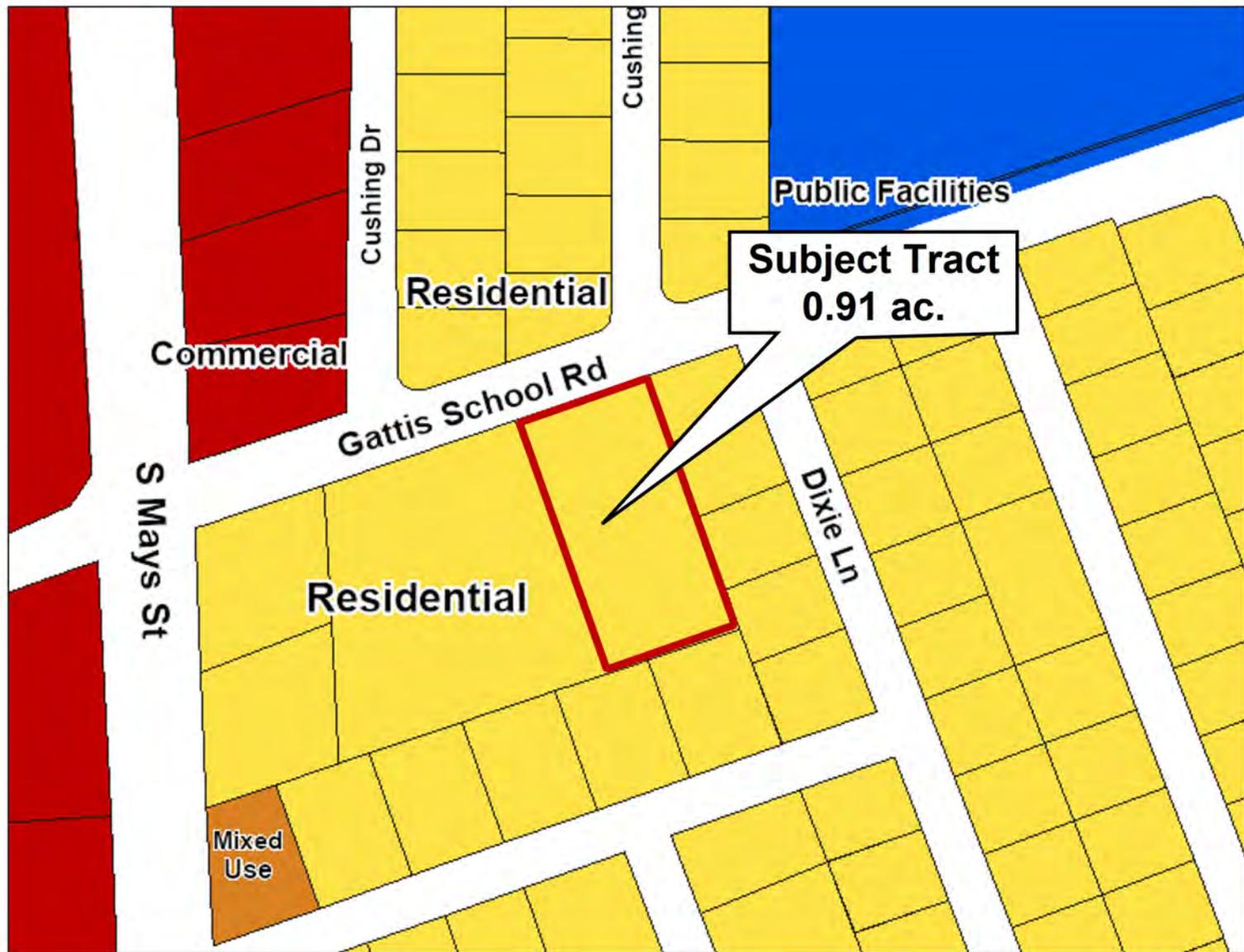
CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPH/FLT	WROUGHT IRON FENCE
WOOD	BARRIAGE FENCE
CLAY	P.R. TO RETAINING WALL
GRAVEL	STEEL WALL
COVERED AREA	BRICK WALL
CM - CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IPF - IRON ROD FOUND
	IPR - IRON PIPE FOUND
	IRB - IRON ROD SET W/CP
	STAMPED PREMIER SURVEYING
	WFCP - WOOD FENCE COR POET

**Capital Title**  
 A Shaddock Company

**Premier**  
 SURVEYING  
 5700 W. Plano Parkway  
 Suite 1300  
 Plano, Texas 75093  
 Office: 972-421-3601  
 Fax: 972-421-0468  
 Firm Registration No. 10146200

**Robert S. Paul, Jr.**  
 Registered Professional Land Surveyor





Commercial

Cushing Dr

Residential

Cushing

Public Facilities

**Subject Tract**  
0.91 ac.

Gattis School Rd

S Mays St

Residential

Dixie Ln

Mixed Use



# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.2

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**Title:** Consider public testimony regarding, and an ordinance rezoning 0.91 acres located on the south side of Gattis School Road and east of Mays Street from the SF-2 (Single-Family - Standard Lot) zoning district to MU-R (Mixed-Use Redevelopment and Small Lot). (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 7/13/2023

**Dept Director:** Brad Wiseman, Planning & Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Maps

**Department:** Planning & Development Services

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### Text of Legislative File 2023-209

Proposal: The applicant, Ravi Kafley, is requesting to rezone 0.91 acres from SF-2 (Single-Family - Standard Lot) to MU-R (Mixed-Use Redevelopment and Small Lot) to allow a mixed-use development.

Comprehensive Plan and Zoning: The FLUM (Future Land Use Map) of the comprehensive plan designates this site as residential. A comprehensive plan amendment from residential to mixed-use is being considered as a separate agenda item. The property is currently zoned SF-2 (Single Family - Standard Lot).

Traffic, Access and Roads: The site has frontage on Gattis School Road. There is an existing driveway on Gattis School Road.

MU-R District: This district allows cosmetic services, offices, limited retail sales and services, and restaurants/bars. It was created to facilitate development on lots such as this that have frontage on a major roadway and where single-family residential is unlikely to occur. Development standards include:

- Maximum building height is 3-stories or 50 feet.
- A 10-foot building setback required when the site is adjacent to single family.
- A 6-foot-high masonry fence required when nonresidential uses are adjacent to single family.

At its June 7, 2023 meeting, the Planning and Zoning Commission unanimously recommended approval of the rezoning from SF-2 to MU-R. There were no public speakers.



# City of Round Rock

## Agenda Item Summary

Agenda Number: 1.2

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**ORDINANCE NO. O-2023-209**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 0.91 ACRES OF LAND, OUT OF THE ASA THOMAS SURVEY, ABSTRACT NO. 609 IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT SF-2 (SINGLE-FAMILY – STANDARD LOT) TO DISTRICT MU-R (MIXED - USE REDEVELOPMENT AND SMALL LOT); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS**, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 0.91 acres of land, out of the Asa Thomas Survey, Abstract No. 609, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from District SF-2 (Single-Family – Standard Lot) to District MU-R (Mixed-Use Redevelopment and Small Lot), and

**WHEREAS**, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the requested change on the 7th day of June, 2023, following lawful publication of the notice of said public hearing, and

**WHEREAS**, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit “A” be zoned District MU-R (Mixed-Use Redevelopment and Small Lot), and

**WHEREAS**, on the 13th day of July, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and

**WHEREAS**, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Section 10-21, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:**

**I.**

That the City Council has considered and hereby makes the following findings regarding this amendment:

1. It is consistent with the Round Rock Comprehensive Plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for uses that are and would be permitted by District MU-R (Mixed-Use Redevelopment and Small Lot); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District MU-R (Mixed-Use Redevelopment and Small Lot).

**II.**

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District MU-R (Mixed-Use Redevelopment and Small Lot).

**III.**

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** 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.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Alternative 2.

**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

**PROPERTY DESCRIPTION:**

BEING A 0.913 ACRE TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MIKE OLSON, JR., AS RECORDED IN VOLUME 631, PAGE 466, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET PK NAIL AT THE NORTH CORNER OF SAID OLSON TRACT AND THE WEST CORNER OF SOUTHERN TERRACE, REVISED, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 90, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAID NAIL BEING IN GATTIS SCHOOL ROAD;

THENCE SOUTH 20° 47' 00" EAST, A DISTANCE OF 287.30 FEET ALONG THE COMMON LINE OF SAID OLSON TRACT AND SAID SOUTHERN TERRACE, REVISED TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID OLSON TRACT AND NORTH CORNER OF SOUTH PARK ADDITION, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 4, SLIDE 399, SAID PLAT RECORDS;

THENCE SOUTH 70° 30' 00" WEST, A DISTANCE OF 138.88 FEET ALONG THE COMMON LINE OF SAID OLSON TRACT AND SAID SOUTH PARK ADDITION TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS SOUTH 86° 04' 47" EAST - 0.51 OF ONE FOOT, SAID IRON ROD SET BEING THE SOUTH CORNER OF SAID OLSON TRACT AND THE EAST CORNER OF HILL TOP SUBDIVISION, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, SLIDE 367, SAID PLAT RECORDS;

THENCE NORTH 20° 39' 00" WEST ALONG THE COMMON LINE OF SAID OLSON TRACT AND SAID HILL TOP SUBDIVISION, PASSING A 5/8-INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID HILL TOP SUBDIVISION AT A DISTANCE OF 277.20 FEET AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID OLSON TRACT A TOTAL DISTANCE OF 286.63 FEET TO AN "X" SET IN CONCRETE AT THE WEST CORNER OF SAID OLSON TRACT, SAID "X" BEING IN AFORESAID GATTIS SCHOOL ROAD;

THENCE NORTH 70° 14' 00" EAST, A DISTANCE OF 138.22 FEET ALONG SAID GATTIS SCHOOL ROAD TO THE POINT OF BEGINNING AND CONTAINING 39,751 SQUARE FEET OR 0.913 OF ONE ACRE OF LAND.

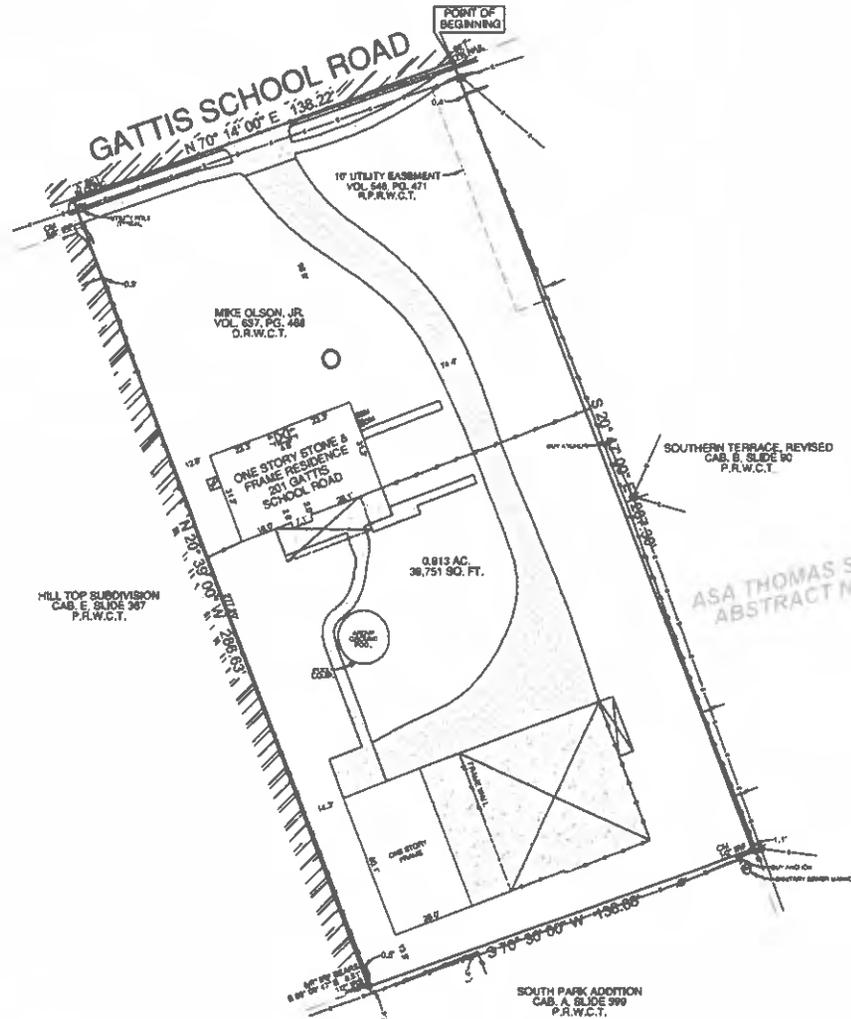
THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:  
 (1)HOA ASSUMPT, VOL. 227, PG. 488 P.F.W.C.T.  
 (2)HOA ASSUMPT, VOL. 348, PG. 497, P.F.W.C.T.

**GENERAL NOTES**

1) THE BASIS OF BEARING FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE RECORDED DEED.  
 2) THERE ARE NO VISIBLE CORNERS OR PROTRUSIONS, EXCEPT AS SHOWN, WHICH MAY BE MEASURED.  
 3) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE DOCUMENT UNDER THE OF NUMBER LISTED HEREON.  
 4) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY. LISTED HEREON, PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPT TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS OR OR NEAR THIS PROPERTY SET BY PLACES BY LOCAL JURISDICTIONS OR ASSOCIATIONS.  
 5) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
 6) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY HAZARDOUS WASTE, HAZARDOUS WASTE AREAS, SUBSIDENCES OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUES.  
 7) THE EASEMENTS UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE ABOVE GROUND UTILITIES, UTILITIES AND OTHER BELOW IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR ERECTION ON OR NEAR SAID UTILITIES.  
 8) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

**GENERAL NOTES**

1) THE BASIS OF BEARING FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE RECORDED DEED.  
 2) THERE ARE NO VISIBLE CORNERS OR PROTRUSIONS, EXCEPT AS SHOWN, WHICH MAY BE MEASURED.  
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 5) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
 6) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY HAZARDOUS WASTE, HAZARDOUS WASTE AREAS, SUBSIDENCES OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUES.  
 7) THE EASEMENTS UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE ABOVE GROUND UTILITIES, UTILITIES AND OTHER BELOW IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR ERECTION ON OR NEAR SAID UTILITIES.  
 8) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.



**EXHIBIT  
"A"**

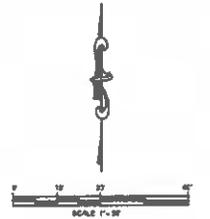
201 GATTIS SCHOOL ROAD  
 CITY OF ROUND ROCK  
 WILLIAMSON COUNTY, TEXAS

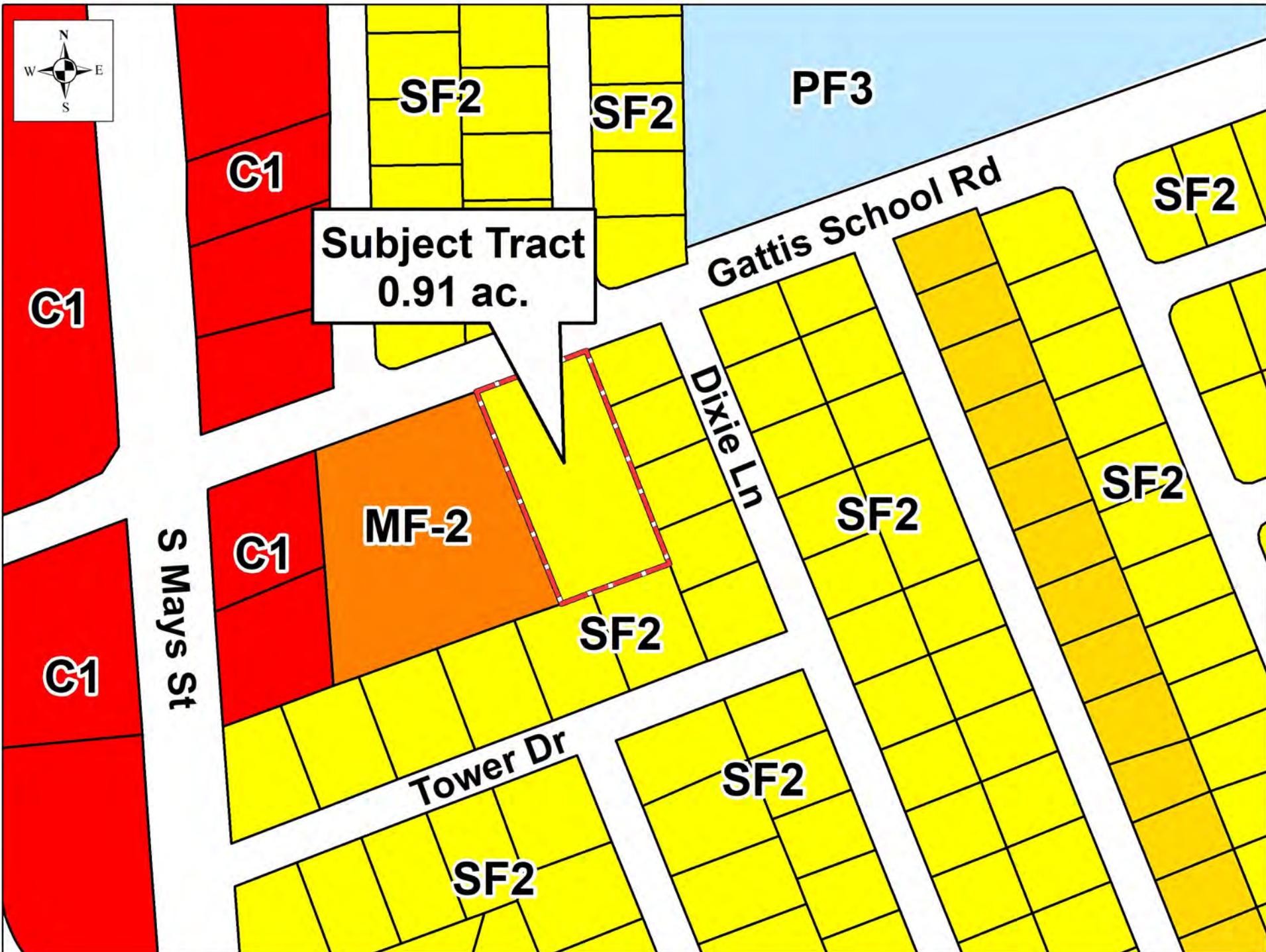
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BORROWER: RAVI KAFLEY AND SUVASH KAFLEY	
TITLE CO.: CAPITAL TITLE	
PREMIER JOB #: 21-01817	
TECH: MSP	DATE: 03/23/21
FIELD: MJ	FIELD DATE: 03/22/21



CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPH/FLT	WROUGHT IRON FENCE
WOOD	BARRIAGE FENCE
CLAY	I.R. W. RETAINING WALL
GRAVEL	STONE WALL
COVERED AREA	OVERHEAD TELEPHONE LINE
CM - CONTROLLING MONUMENT	OVERHEAD ELECTRIC LINE
	IPF - IRON ROD FOUND
	IPR - IRON PIPE FOUND
	IRB - IRON ROD SET W/CP
	STAMPED PREMIER SURVEYING
	WFCP - WOOD FENCE COR POET

**Premier**  
 SURVEYING  
 5700 W. Plano Parkway  
 Suite 1300  
 Plano, Texas 75093  
 Office: 972-621-3601  
 Fax: 972-621-0468  
 Firm Registration No. 10146200





**Subject Tract  
0.91 ac.**

**C1**

**C1**

**SF2**

**SF2**

**PF3**

**SF2**

**Gattis School Rd**

**Dixie Ln**

**MF-2**

**SF2**

**SF2**

**S Mays St**

**C1**

**SF2**

**Tower Dr**

**SF2**

**C1**

**SF2**



**Subject Tract**  
**0.91 ac.**

**Gattis School Rd**

**Dixie Ln**

**S Mays St**

**Tower Dr**

