



# City of Round Rock

## City Council

### Meeting Agenda

Craig Morgan, Mayor  
Will Peckham, Mayor Pro-Tem, Place 4  
Tammy Young, Place 1  
Rene Flores, Place 2  
Frank Leffingwell, Place 3  
Writ Baese, Place 5  
Hilda Montgomery, Place 6

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Thursday, March 22, 2018

6:00 PM

City Council Chambers, 221 East Main St.

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**A. CALL REGULAR SESSION TO ORDER – 6:00 P.M.**

**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. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.*

**E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:**

E.1 [2018-5299](#) [Consider proclaiming April 2018 as "Fair Housing Month" and April 2-6, 2018 as "Community Development Week" in the City of Round Rock](#)

E.2 [2018-5300](#) [Consider proclaiming March 2018 as "March for the Arts" in the City of Round Rock.](#)

**F. CONSENT AGENDA:**

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

F.1 [2018-5298](#) [Consider approval of the minutes for the March 8, 2018 City Council meeting.](#)

F.2 [2018-5290](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Star Air, Inc. for HVAC filter replacement services.](#)

**G. RESOLUTIONS:**

- G.1 [2018-5267](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola for new radios and accessories for the Police Department.](#)
- G.2 [2018-5289](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase and installation of field lighting at Clay Madsen Recreation Center.](#)
- G.3 [2018-5281](#) [Consider a resolution determining that Chasco Constructors provides the best value for the City for the Ryan's Crossing Drainage Outfall Improvements Project and authorizing the Mayor to execute a Standard Form of Agreement.](#)
- G.4 [2018-5284](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 with Ferguson Enterprises, Inc. for the purchase of water meter boxes and lids.](#)
- G.5 [2018-5250](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Rodriguez Transportation Group, Inc. for the Gattis School Road \(Segment 3\) Project.](#)
- G.6 [2018-5282](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Pisces Foods, LLC for the purchase of a 0.344 acre tract of land and a 0.539 acre tract of land necessary for the RM 620 Right of Way Project \(Parcels 23 and 23R\).](#)
- G.7 [2018-5274](#) [Consider a resolution authorizing the Mayor to execute a Rule 11 Condemnation Settlement Agreement between the State of Texas and Regency Centers, L.P. in connection with the RM 620 Project \(Parcel 26 and Parcel PUE 26\).](#)
- G.8 [2018-5264](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 5 with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project.](#)
- G.9 [2018-5272](#) [Consider a resolution authorizing the Mayor to execute a Contract with Jimmy Evans Company for the Texas Avenue Project.](#)
- G.10 [2018-5275](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County for the improvements of County Road 174 \(Hairy Man Rd.\)](#)
- G.11 [2018-5263](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Oliver Termite and Pest Control, Inc. for pest control services.](#)
- G.12 [2018-5266](#) [Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the construction of the Adult Recreation Complex to be located at Old Settlers Park.](#)
- G.13 [2018-5269](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc. for construction material testing services for the Luther Peterson Service Center Project.](#)

- G.14 [2018-5270](#) [Consider a resolution determining that Lee Lewis Construction, Inc. provides the best value for the City for the Luther Peterson Service Center Project and authorizing the Mayor to execute a Standard Form of Agreement.](#)

**H. PUBLIC HEARINGS:**

- H.1 [2018-5294](#) [Consider public testimony regarding the development of the Community Development Block Grant \(CDBG\) 2018-2019 Annual Action Plan.](#)

**I. ORDINANCES:**

- I.1 [2018-5279](#) [Consider an ordinance annexing 41.145 acres, including a portion Hairy Man Road, located at the southwest corner of Creek Bend Blvd. and Hairy Man Road. \(First Reading\)\\*](#)
- I.2 [2018-5280](#) [Consider public testimony regarding, and an ordinance approving the original zoning to the SF-3 \(Single Family - mixed lot\) zoning district for 40.018 acres located at the southwest corner of Creek Bend Blvd. and Hairy Man Road. \(First Reading\)\\*](#)

**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 above, as authorized by Texas Government Code for the following purposes:*

*§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 16th day of March 2018 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*

*/ORIGINAL SIGNED/*

*Sara L. White, TRMC, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.1**

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**Title:** Consider proclaiming April 2018 as "Fair Housing Month" and April 2-6, 2018 as "Community Development Week" in the City of Round Rock

**Type:** Proclamation

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2018-5299**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**Title:** Consider proclaiming March 2018 as "March for the Arts" in the City of Round Rock.

**Type:** Proclamation

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2018-5300**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

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**Title:** Consider approval of the minutes for the March 8, 2018 City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:** 030818 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File 2018-5298**



# City of Round Rock

## Meeting Minutes - Draft City Council

Thursday, March 8, 2018

### CALL REGULAR SESSION TO ORDER – 6:00 P.M.

*The Round Rock City Council met in regular session on March 8, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:02 pm.*

### ROLL CALL

**Present:** 7 - Mayor Craig Morgan  
Councilmember Tammy Young  
Councilmember Rene Flores  
Councilmember Frank Leffingwell  
Mayor Pro-Tem Will Peckham  
Councilmember Writ Baese  
Councilmember Hilda Montgomery

**Absent:** 0

### PLEDGES OF ALLEGIANCE

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

### CITIZEN COMMUNICATION

*Mark Stohrer, 3005 Woody Cove, RR spoke to the City Council on behalf of the Round Rock Forest Swim Team.*

### APPROVAL OF MINUTES:

**E.1** [2018-5243](#) Consider approval of the minutes for the February 5, 2018, February 6, 2018 and February 20, 2018 Special Called and February 22, 2018 Regular City Council meetings.

**A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Peckham, that the Minutes be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

Nay: 0

Absent: 0

## RESOLUTIONS:

### F.1 [2018-5265](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County for the establishment of Mobile Outreach Team service and personnel housing at Round Rock fire stations.

*Robert Isbell, Fire Chief, made the staff presentation.*

**A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Baese, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

Nay: 0

Absent: 0

### F.2 [2018-5245](#)

Consider a resolution authorizing the City Manager to issue a purchase order with Professional Turf Products, L.P. for turf equipment for the Forest Creek Golf Club Renovation Project.

*Brian Stillman, Sports Facilities and Operations Manager, made the staff presentation.*

**A motion was made by Councilmember Young, seconded by Councilmember Baese, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

Nay: 0

Absent: 0

**F.3** [2018-5238](#)

Consider a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for Election Services with Williamson County and Williamson County participating entities for the May 5, 2018 General Election.

*Sara White, City Clerk, made the staff presentation.*

**A motion was made by Councilmember Baese, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

**F.4** [2018-5235](#)

Consider a resolution authorizing the Mayor to execute an Alternative Wastewater Service Billing Agreement with Round Rock Independent School District.

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

**A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Peckham, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

- F.5**    [2018-5230](#)    Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Round Rock Independent School District for the purchase of two parcels of land totaling 0.231 acres and a 0.320 Public Utility Easement necessary for the RM 620 Right of Way Project (Parcel 5, Parts 1 & 2 and Parcel 5PUE).

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

**A motion was made by Councilmember Young, seconded by Councilmember Leffingwell, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

- F.6**    [2018-5210](#)    Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Transmap Corporation for traffic sign data collection services.

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

**A motion was made by Councilmember Flores, seconded by Mayor Pro-Tem Peckham, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

- F.7**    [2018-5239](#)    Consider a resolution establishing a Chapter 380 Economic Development Program for RRTX Lake Creek Hotel, LP.

*Nicole Vance with the Round Rock Chamber made the presentation to the City Council.*

**A motion was made by Councilmember Leffingwell, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

**F.8** [2018-5240](#)

Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with RRTX Lake Creek Hotel, LP.

**A motion was made by Councilmember Young, seconded by Councilmember Leffingwell, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

**F.9** [2018-5241](#)

Consider a resolution establishing a Chapter 380 Economic Development Program for Rosco Laboratories, Inc.

*Saridon Stanton, with the Round Rock Chamber made the presentation to the City Council.*

**A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

**F.10** [2018-5242](#) Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Rosco Laboratories, Inc.

**A motion was made by Councilmember Flores, seconded by Councilmember Baese, that this Resolution be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

#### ORDINANCES:

**G.1** [2018-5226](#) Consider public testimony regarding, and an ordinance rezoning approximately 8.54 acres from SF-2 (Single family - standard lot) to C-1a (General commercial - limited), located northeast of the intersection of Palm Valley Blvd. and N. A.W. Grimes Blvd.. (First Reading)\*

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

*Mayor Morgan opened the public hearing. John Moman spoke in favor of the rezoning. There being no further testimony, the public hearing was closed.*

**A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Ordinance be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

**A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Young, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:**

**Aye:** 7 - Mayor Morgan  
Councilmember Young  
Councilmember Flores  
Councilmember Leffingwell  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 0

## **COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

### **EXECUTIVE SESSION:**

*The City Council recessed to executive session. Mayor Morgan called the session to order at 6:33 p.m. and adjourned it at 6:51 p.m.*

- I.1 [2018-5276](#) Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to M4 Greenlawn, LLC related to a new business that would bring economic development to the City.

### **ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the meeting at 6:52 pm.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.2**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Star Air, Inc. for HVAC filter replacement services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$199,932.00

**Indexes:** General Fund

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

**Department:** General Services Department

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### **Text of Legislative File 2018-5290**

An Invitation for bid was solicited for HVAC filter replacements for the City of Round Rock. Four (4) bids were received, bids submitted have been reviewed and it has been determined that Star Air offers the lowest bid.

**Cost: \$199,932.00 (5 Year Term)**

**Source of Funds: General Fund**

**RESOLUTION NO. R-2018-5290**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the purchase of HVAC filter replacement services, and for related goods and services; and

**WHEREAS**, Star Air, Inc. has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Star Air, 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 Purchase of HVAC Filter Replacement Services from Star Air, 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 22nd day of March, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

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

**CITY OF ROUND ROCK  
AGREEMENT FOR PURCHASE OF  
HVAC FILTER REPLACEMENT SERVICES FROM  
STAR AIR, INC.**

<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 purchase of HVAC filter replacement services, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the 2nd day of the month of MARCH, 2018, 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 STAR AIR, INC., whose offices are located at 1502 Brandi Lane, Suite A, Round Rock, Texas 78681 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to HVAC filter replacement services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; 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 Invitation for Bid, designated Solicitation Number 18-003, dated January of 2018; (b) Services Provider's Response to the IFB; (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 Response to IFB;
- (3) City's Invitation for Bids, 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.

## **2.01 EFFECTIVE DATE; TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated 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 IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A," attached hereto and incorporated by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

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 ITEMS AWARDED; SCOPE OF WORK**

A. All bid items on Exhibit "A" are awarded to Services Provider.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 18-003 dated January 2018). Services Provider has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A." 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.

C. 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 COSTS**

A. Bid costs listed on Exhibit "A" shall be the bases of any charges collected by the Services Provider.

B. Services Provider expressly acknowledges and agrees with the following statement contained in the IFB: "The quantities shown on 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."

C. The total amount paid to the Services Provider over the term of this Agreement shall not exceed **One Hundred Ninety-Nine Thousand Nine Hundred Thirty-Two and No/100 (\$199,932.00)**.

#### **6.01 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.

#### **7.01 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 vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor'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.

#### **8.01 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.

#### **9.01 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
- E. 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.

#### **10.01 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.

#### **11.01 TAXES**

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

#### **12.01 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.

#### **13.01 INSURANCE**

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response.

#### **14.01 CITY'S REPRESENTATIVE**

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

Chad McDowell, General Services Director  
General Services Department  
212 Commerce Cove  
Round Rock, Texas 78664  
512-341-3191

## **15.01 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.

## **16.01 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.

## **17.01 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.

#### **18.01 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.

#### **19.01 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. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, 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 this contract. The signatory executing this Agreement on behalf of

Services Provider verifies Consultant does not boycott Israel and will not boycott Israel at any term of this Agreement.

#### **20.01 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.

#### **21.01 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:**

Star Air, Inc.  
1502 Brandi Lane, Suite A,  
Round Rock, Texas 78681

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephen L. Sheets, City Attorney  
AND TO: 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.

#### **22.01 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.

### **23.01 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.

### **24.01 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.

### **25.01 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.

### **26.01 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.

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

**City of Round Rock, Texas**

**Star Air, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: Bump E S  
Printed Name: BARRY E. CRYER  
Title: Vice President  
Date Signed: MARCH 2, 2018

**Attest:**

By: \_\_\_\_\_  
Sara White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



BID TABULATION		VENDOR #1				VENDOR #2				VENDOR #3				VENDOR #4			
<b>IFB No: 18-003</b> <b>BID OPENING DATE &amp; TIME:</b> <b>1/26/2018 @ 3:00 PM</b> <b>DESCRIPTION: HVAC Filter Replacement</b>		<b>AUSCO AIR HEATING AND FACILITY SERVICES</b> 2541 S Interstate 35, Ste# 200-237 Round Rock, TX 78664 Vendor Contact: John Cahill Phone: 512-576-7934 Email: auscoair@yahoo.com				<b>JM ENGINEERING, LLC</b> 1314 Hillridge Dr. Round Rock, TX 78665 Vendor Contact: Jay A. Weinberger Phone: 512-614-0226 Email: jay@jm-engineer.com				<b>KLEEN-AIR FILTER SERVICE AND SALES</b> 102 E Yeagua St Groesbeck, TX 76642 Vendor Contact: Donna Brown Phone: 254-747-3395 Email: donna@kleenairfilters.com				<b>STAR AIR</b> 1500 Brandi Ln. Round Rock, TX 78681 Vendor Contact: Barry Cryer Phone: 512-746-6099 Email: barry@starairhvac.com OR robin@starairhvac.com			
Item #	Bid Item(s) Description	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
1	Allen R. Baca Senior Center																
	20 x 20 x 2	4	Mo	\$ 56.00	\$ 672.00	4	Mo	\$ 44.71	\$ 536.52	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 16.65	\$ 199.80
	20 x 25 x 2	24	Mo	\$ 162.99	\$ 1,955.88	24	Mo	\$ 270.72	\$ 3,248.64	24	Mo	\$ 120.00	\$ 1,440.00	24	Mo	\$ 113.88	\$ 1,366.56
	16 x 25 x 2	2	Mo	\$ 146.28	\$ 1,755.36	2	Mo	\$ 22.08	\$ 264.96	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 8.18	\$ 98.16
2	18 x 24 x 2	4	Mo	\$ 57.94	\$ 695.28	4	Mo	\$ 44.38	\$ 532.56	4	Mo	\$ 40.00	\$ 480.00	4	Mo	\$ 18.81	\$ 225.72
	Brush Recycling Center																
3	16 x 30 x 1	1	Mo	\$ 43.60	\$ 523.20	1	Mo	\$ 11.75	\$ 141.00	1	Mo	\$ 24.50	\$ 294.00	1	Mo	\$ 7.29	\$ 87.48
	Building Construction																
4	20 x 20 x 1	5	Mo	\$ 57.32	\$ 687.84	5	Mo	\$ 53.70	\$ 644.40	5	Mo	\$ 45.00	\$ 540.00	5	Mo	\$ 18.36	\$ 220.32
	Business Center																
5	24 x 20 x 2	20	Mo	\$ 177.19	\$ 2,126.28	20	Mo	\$ 225.60	\$ 2,707.20	20	Mo	\$ 120.00	\$ 1,440.00	20	Mo	\$ 97.34	\$ 1,168.08
	Central Fire Station																
6	20 x 20 x 1	12	Mo	\$ 118.38	\$ 1,420.56	12	Mo	\$ 128.87	\$ 1,546.44	12	Mo	\$ 60.00	\$ 720.00	12	Mo	\$ 44.06	\$ 528.72
	14 x 25 x 1	2	Mo	\$ 45.24	\$ 542.88	2	Mo	\$ 21.25	\$ 255.00	2	Mo	\$ 30.00	\$ 360.00	2	Mo	\$ 7.44	\$ 89.28
	16 x 16 x 2	8	Mo	\$ 74.93	\$ 899.16	8	Mo	\$ 87.39	\$ 1,048.68	8	Mo	\$ 40.00	\$ 480.00	8	Mo	\$ 38.94	\$ 467.28
7	City Hall																
	20 x 20 x 4	15	Mo	\$ 172.73	\$ 2,072.76	15	Mo	\$ 192.83	\$ 2,313.96	15	Mo	\$ 75.00	\$ 900.00	15	Mo	\$ 96.55	\$ 1,158.60
	20 x 24 x 4	15	Mo	\$ 194.68	\$ 2,336.16	15	Mo	\$ 192.83	\$ 2,313.96	15	Mo	\$ 75.00	\$ 900.00	15	Mo	\$ 111.24	\$ 1,334.88
	20 x 25 x 2	12	Mo	\$ 99.87	\$ 1,198.44	12	Mo	\$ 135.36	\$ 1,624.32	12	Mo	\$ 80.00	\$ 960.00	12	Mo	\$ 56.94	\$ 683.28
8	CMRC																
	24 x 24 x 2	6	Mo	\$ 73.04	\$ 876.48	6	Mo	\$ 71.89	\$ 862.68	6	Mo	\$ 50.00	\$ 600.00	6	Mo	\$ 31.84	\$ 382.08
9	16 x 25 x 2	60	Mo	\$ 311.06	\$ 3,732.72	60	Mo	\$ 662.31	\$ 7,947.72	60	Mo	\$ 300.00	\$ 3,600.00	60	Mo	\$ 245.38	\$ 2,944.56
	Fire Logistics Warehouse																
10	14 x 20 x 1	1	Mo	\$ 40.21	\$ 482.52	1	Mo	\$ 10.60	\$ 127.20	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 4.91	\$ 58.92
	20 x 20 x 1	1	Mo	\$ 41.07	\$ 492.84	1	Mo	\$ 10.74	\$ 128.88	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 5.52	\$ 66.24
	Fire Station 2																
11	20 x 20 x 1	3	Mo	\$ 51.71	\$ 620.52	3	Mo	\$ 32.22	\$ 386.64	3	Mo	\$ 35.00	\$ 420.00	3	Mo	\$ 11.02	\$ 132.24
	8 x 20 x 1	9	Mo	\$ 113.33	\$ 1,359.96	9	Mo	\$ 104.11	\$ 1,249.32	9	Mo	\$ 45.00	\$ 540.00	9	Mo	\$ 56.25	\$ 675.00
12	Fire Station 3																
	14 x 25 x 1	1	Mo	\$ 43.62	\$ 523.44	1	Mo	\$ 10.62	\$ 127.44	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 3.72	\$ 44.64
	16 x 20 x 1	1	Mo	\$ 43.01	\$ 516.12	1	Mo	\$ 10.67	\$ 128.04	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.32	\$ 39.84
13	Fire Station 4																
	24 x 24 x 2	1	Mo	\$ 45.51	\$ 546.12	1	Mo	\$ 11.98	\$ 143.76	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 5.31	\$ 63.72
14	25 x 20 x 4	4	Mo	\$ 81.00	\$ 972.00	4	Mo	\$ 54.27	\$ 651.24	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 29.55	\$ 354.60
	Fire Station 5																
15	20 x 20 x 1	8	Mo	\$ 72.05	\$ 864.60	8	Mo	\$ 85.92	\$ 1,031.04	8	Mo	\$ 40.00	\$ 480.00	8	Mo	\$ 29.38	\$ 352.56
	9 1/4 x 21 1/4 x 1	2	Mo	\$ 50.71	\$ 608.52	2	Mo	\$ 23.13	\$ 277.56	2	Mo	\$ 30.00	\$ 360.00	2	Mo	\$ 12.50	\$ 150.00
16	Fire Station 6																
	16 x 25 x 2	8	Mo	\$ 48.57	\$ 582.84	8	Mo	\$ 88.31	\$ 1,059.72	8	Mo	\$ 40.00	\$ 480.00	8	Mo	\$ 32.72	\$ 392.64
	20 x 30 x 2	2	Mo	\$ 56.63	\$ 679.56	2	Mo	\$ 24.24	\$ 290.88	2	Mo	\$ 30.00	\$ 360.00	2	Mo	\$ 17.71	\$ 212.52
17	Fire Station 7																
	20 x 25 x 2	2	Mo	\$ 49.98	\$ 599.76	2	Mo	\$ 22.56	\$ 270.72	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 9.49	\$ 113.88
18	16 x 25 x 2	1	Mo	\$ 45.57	\$ 546.84	1	Mo	\$ 11.04	\$ 132.48	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 4.09	\$ 49.08
	Fire Station 8																
19	24 x 24 x 2	1	Mo	\$ 45.51	\$ 546.12	1	Mo	\$ 11.98	\$ 143.76	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 5.31	\$ 63.72
	25 x 20 x 4	4	Mo	\$ 81.00	\$ 972.00	4	Mo	\$ 54.27	\$ 651.24	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 29.55	\$ 354.60
20	Fire Station 9																
	14 x 25 x 1	1	Mo	\$ 43.62	\$ 523.44	1	Mo	\$ 10.62	\$ 127.44	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 3.72	\$ 44.64
21	20 x 30 x 1	2	Mo	\$ 56.63	\$ 679.56	2	Mo	\$ 23.92	\$ 287.04	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 10.97	\$ 131.64

17	General Services	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 20 x 2	2	Mo	\$ 48.99	\$ 587.88	2	Mo	\$ 22.35	\$ 268.20	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 8.32	\$ 99.84
	20 x 25 x 2	3	Mo	\$ 55.22	\$ 662.64	3	Mo	\$ 33.84	\$ 406.08	3	Mo	\$ 15.00	\$ 180.00	3	Mo	\$ 14.23	\$ 170.76
	16 x 20 x 2	1	Mo	\$ 86.02	\$ 1,032.24	1	Mo	\$ 10.79	\$ 129.48	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 3.59	\$ 43.08
	20 x 20 x 1	1	Mo	\$ 43.57	\$ 522.84	1	Mo	\$ 10.74	\$ 128.88	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.67	\$ 44.04
18	Heritage House	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	12 x 24 x 1	2	Mo	\$ 46.73	\$ 560.76	2	Mo	\$ 21.20	\$ 254.40	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 6.68	\$ 80.16
	18 x 18 x 1	2	Mo	\$ 45.13	\$ 541.56	2	Mo	\$ 22.03	\$ 264.36	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 13.51	\$ 162.12
	20 x 20 x 1	2	Mo	\$ 87.02	\$ 1,044.24	2	Mo	\$ 21.48	\$ 257.76	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 7.34	\$ 88.08
	36 x 12 x 1	1	Mo	\$ 45.09	\$ 541.08	1	Mo	\$ 14.04	\$ 168.48	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 9.71	\$ 116.52
12 x 12 x 1	1	Mo	\$ 44.31	\$ 531.72	1	Mo	\$ 10.57	\$ 126.84	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 4.05	\$ 48.60	
19	Intermodal Ticket Booth	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	16 x 20 x 1	1	Mo	\$ 43.01	\$ 516.12	1	Mo	\$ 10.67	\$ 128.04	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 3.32	\$ 39.84
20	Kintingham House	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 20 x 1	1	Mo	\$ 43.57	\$ 522.84	1	Mo	\$ 10.74	\$ 128.88	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.67	\$ 44.04
	20 x 25 x 1	1	Mo	\$ 44.19	\$ 530.28	1	Mo	\$ 11.07	\$ 132.84	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 4.20	\$ 50.40
21	Lake Creek Pump Station	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 20 x 1	1	Mo	\$ 51.71	\$ 620.52	1	Mo	\$ 10.74	\$ 128.88	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 3.67	\$ 44.04
22	Library	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	16 x 24 x 2	12	Mo	\$ 93.91	\$ 1,126.92	12	Mo	\$ 135.50	\$ 1,626.00	12	Mo	\$ 60.00	\$ 720.00	12	Mo	\$ 57.80	\$ 693.60
	16 x 20 x 2	6	Mo	\$ 64.24	\$ 770.88	6	Mo	\$ 64.71	\$ 776.52	6	Mo	\$ 30.00	\$ 360.00	6	Mo	\$ 21.56	\$ 258.72
	24 x 24 x 1	6	Mo	\$ 72.26	\$ 867.12	6	Mo	\$ 67.96	\$ 815.52	6	Mo	\$ 30.00	\$ 360.00	6	Mo	\$ 28.56	\$ 342.72
	21 x 19 x 1	1	Mo	\$ 45.09	\$ 541.08	1	Mo	\$ 12.36	\$ 148.32	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 8.72	\$ 104.64
	20 x 25 x 1	1	Mo	\$ 44.19	\$ 530.28	1	Mo	\$ 11.07	\$ 132.84	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 4.20	\$ 50.40
	19 1/2 x 21 x 1	2	Mo	\$ 50.14	\$ 601.68	2	Mo	\$ 25.78	\$ 309.36	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 19.41	\$ 232.92
	20 x 20 x 2	3	Mo	\$ 53.74	\$ 644.88	3	Mo	\$ 33.53	\$ 402.36	3	Mo	\$ 15.00	\$ 180.00	3	Mo	\$ 12.48	\$ 149.76
	20 x 20 x 1	5	Mo	\$ 59.85	\$ 718.20	5	Mo	\$ 53.70	\$ 644.40	5	Mo	\$ 25.00	\$ 300.00	5	Mo	\$ 18.36	\$ 220.32
16 x 25 x 2	5	Mo	\$ 69.86	\$ 838.32	5	Mo	\$ 55.19	\$ 662.28	5	Mo	\$ 25.00	\$ 300.00	5	Mo	\$ 20.45	\$ 245.40	
23	McConico Bldg.	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 24 x 2	40	Mo	\$ 352.89	\$ 4,234.68	40	Mo	\$ 451.20	\$ 5,414.40	40	Mo	\$ 200.00	\$ 2,400.00	40	Mo	\$ 194.69	\$ 2,336.28
	20 x 20 x 2	8	Mo	\$ 77.46	\$ 929.52	8	Mo	\$ 89.41	\$ 1,072.92	8	Mo	\$ 60.00	\$ 720.00	8	Mo	\$ 33.29	\$ 399.48
24	Multipurpose Field Complex	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	16 x 16 x 2	4	Mo	\$ 63.76	\$ 765.12	4	Mo	\$ 43.69	\$ 524.28	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 19.47	\$ 233.64
	16 x 25 x 2	2	Mo	\$ 51.61	\$ 619.32	2	Mo	\$ 22.08	\$ 264.96	2	Mo	\$ 30.00	\$ 360.00	2	Mo	\$ 8.18	\$ 98.16
	20 x 20 x 2	8	Mo	\$ 77.49	\$ 929.88	8	Mo	\$ 89.41	\$ 1,072.92	8	Mo	\$ 40.00	\$ 480.00	8	Mo	\$ 33.29	\$ 399.48
25	PARD Yard Site	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 20 x 1	6	Mo	\$ 63.91	\$ 766.92	6	Mo	\$ 64.44	\$ 773.28	6	Mo	\$ 30.00	\$ 360.00	6	Mo	\$ 22.03	\$ 264.36
	18 x 24 x 1	1	Mo	\$ 43.63	\$ 523.56	1	Mo	\$ 12.89	\$ 154.68	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 4.51	\$ 54.12
26	Police Dept.	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	18 x 24 x 2	64	Mo	\$ 448.38	\$ 5,380.56	64	Mo	\$ 710.14	\$ 8,521.68	64	Mo	\$ 320.00	\$ 3,840.00	64	Mo	\$ 300.90	\$ 3,610.80
	16 x 25 x 2	54	Mo	\$ 438.26	\$ 5,259.12	54	Mo	\$ 596.08	\$ 7,152.96	54	Mo	\$ 270.00	\$ 3,240.00	54	Mo	\$ 220.84	\$ 2,650.08
	24 x 24 x 2	30	Mo	\$ 237.96	\$ 2,855.52	30	Mo	\$ 359.44	\$ 4,313.28	30	Mo	\$ 150.00	\$ 1,800.00	30	Mo	\$ 159.19	\$ 1,910.28
	16 x 20 x 2	12	Mo	\$ 88.98	\$ 1,067.76	12	Mo	\$ 129.43	\$ 1,553.16	12	Mo	\$ 60.00	\$ 720.00	12	Mo	\$ 43.11	\$ 517.32
27	Public Works	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 20 x 1	4	Mo	\$ 55.78	\$ 669.36	4	Mo	\$ 42.96	\$ 515.52	4	Mo	\$ 40.00	\$ 480.00	4	Mo	\$ 14.69	\$ 176.28
	16 x 20 x 2	4	Mo	\$ 55.98	\$ 671.76	4	Mo	\$ 43.14	\$ 517.68	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 14.37	\$ 172.44
	16 x 25 x 2	4	Mo	\$ 63.78	\$ 765.36	4	Mo	\$ 44.15	\$ 529.80	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 16.36	\$ 196.32
28	Rabb House	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 25 x 1	2	Mo	\$ 48.86	\$ 586.32	2	Mo	\$ 22.15	\$ 265.80	2	Mo	\$ 30.00	\$ 360.00	2	Mo	\$ 8.40	\$ 100.80
29	Rock Care Clinic	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	20 x 20 x 1	2	Mo	\$ 47.64	\$ 571.68	2	Mo	\$ 21.48	\$ 257.76	2	Mo	\$ 30.00	\$ 360.00	2	Mo	\$ 7.34	\$ 88.08
30	Rock N' River	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price
	16 x 20 x 1	1	Mo	\$ 43.01	\$ 516.12	1	Mo	\$ 10.67	\$ 128.04	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 3.32	\$ 39.84
	20 x 20 x 1	1	Mo	\$ 43.57	\$ 522.84	1	Mo	\$ 10.74	\$ 128.88	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.67	\$ 44.04
	20 x 25 x 1	1	Mo	\$ 44.19	\$ 530.28	1	Mo	\$ 11.07	\$ 132.84	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 4.20	\$ 50.40

31	Sports Center	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price						
	16 x 20 x 2	70	Mo	\$ 407.19	\$ 4,886.28	70	Mo	\$ 754.98	\$ 9,059.76	70	Mo	\$ 350.00	\$ 4,200.00	70	Mo	\$ 251.50	\$ 3,018.00						
	16 x 20 x 1	1	Mo	\$ 43.01	\$ 516.12	1	Mo	\$ 10.67	\$ 128.04	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.32	\$ 39.84						
	16 x 16 x 2	1	Mo	\$ 44.23	\$ 530.76	1	Mo	\$ 10.92	\$ 131.04	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 4.87	\$ 58.44						
	20 x 20 x 2	3	Mo	\$ 53.74	\$ 644.88	3	Mo	\$ 33.53	\$ 402.36	3	Mo	\$ 15.00	\$ 180.00	3	Mo	\$ 12.48	\$ 149.76						
	21 x 24 x 1	13	Mo	\$ 45.51	\$ 546.12	13	Mo	\$ 171.31	\$ 2,055.72	13	Mo	\$ 65.00	\$ 780.00	13	Mo	\$ 133.57	\$ 1,602.84						
32	Traffic Signals & Signs	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price						
	20 x 20 x 1	3	Mo	\$ 51.71	\$ 620.52	3	Mo	\$ 32.22	\$ 386.64	3	Mo	\$ 35.00	\$ 420.00	3	Mo	\$ 11.02	\$ 132.24						
33	Vehicle Maintenance	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price						
	18 x 24 x 2	8	Mo	\$ 81.41	\$ 976.92	8	Mo	\$ 88.77	\$ 1,065.24	8	Mo	\$ 40.00	\$ 480.00	8	Mo	\$ 37.61	\$ 451.32						
	20 x 25 x 1	1	Mo	\$ 44.19	\$ 530.28	1	Mo	\$ 11.07	\$ 132.84	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 4.20	\$ 50.40						
	20 x 20 x 1	3	Mo	\$ 51.71	\$ 620.52	3	Mo	\$ 32.22	\$ 386.64	3	Mo	\$ 15.00	\$ 180.00	3	Mo	\$ 11.02	\$ 132.24						
34	Water Plant	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price						
	20 x 20 x 2	8	Mo	\$ 77.46	\$ 929.52	8	Mo	\$ 89.41	\$ 1,072.92	8	Mo	\$ 40.00	\$ 480.00	8	Mo	\$ 33.29	\$ 399.48						
	16 x 25 x 2	9	Mo	\$ 94.14	\$ 1,129.68	9	Mo	\$ 99.35	\$ 1,192.20	9	Mo	\$ 45.00	\$ 540.00	9	Mo	\$ 36.81	\$ 441.72						
	20 x 30 x 2	1	Mo	\$ 48.07	\$ 576.84	1	Mo	\$ 12.12	\$ 145.44	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 8.86	\$ 106.32						
	16 x 24 x 2	6	Mo	\$ 67.89	\$ 814.68	6	Mo	\$ 67.75	\$ 813.00	6	Mo	\$ 30.00	\$ 360.00	6	Mo	\$ 28.90	\$ 346.80						
	16 x 20 x 2	17	Mo	\$ 109.56	\$ 1,314.72	17	Mo	\$ 183.35	\$ 2,200.20	17	Mo	\$ 85.00	\$ 1,020.00	17	Mo	\$ 61.08	\$ 732.96						
	20 x 20 x 1	6	Mo	\$ 63.91	\$ 766.92	6	Mo	\$ 64.44	\$ 773.28	6	Mo	\$ 30.00	\$ 360.00	6	Mo	\$ 22.03	\$ 264.36						
	20 x 24 x 1	4	Mo	\$ 57.96	\$ 695.52	4	Mo	\$ 44.29	\$ 531.48	4	Mo	\$ 20.00	\$ 240.00	4	Mo	\$ 17.25	\$ 207.00						
	13 x 21 x 1	1	Mo	\$ 45.10	\$ 541.20	1	Mo	\$ 11.81	\$ 141.72	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 7.75	\$ 93.00						
	20 x 25 x 1	1	Mo	\$ 44.19	\$ 530.28	1	Mo	\$ 11.07	\$ 132.84	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 4.20	\$ 50.40						
	20 x 25 x 2	3	Mo	\$ 55.22	\$ 662.64	3	Mo	\$ 33.84	\$ 406.08	3	Mo	\$ 15.00	\$ 180.00	3	Mo	\$ 14.23	\$ 170.76						
	16 x 20 x 1	1	Mo	\$ 43.01	\$ 516.12	1	Mo	\$ 10.67	\$ 128.04	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.32	\$ 39.84						
	14 x 25 x 1	1	Mo	\$ 43.62	\$ 523.44	1	Mo	\$ 10.62	\$ 127.44	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 3.72	\$ 44.64						
12 x 24 x 1	2	Mo	\$ 46.73	\$ 560.76	2	Mo	\$ 21.20	\$ 254.40	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 6.68	\$ 80.16							
35	WaterLine Maintenance	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price	Qty	UOM	Unit Price	Extended Price						
	16 x 25 x 1	3	Mo	\$ 51.91	\$ 622.92	3	Mo	\$ 32.11	\$ 385.32	3	Mo	\$ 15.00	\$ 180.00	3	Mo	\$ 10.93	\$ 131.16						
	20 x 20 x 1	2	Mo	\$ 47.63	\$ 571.56	2	Mo	\$ 21.48	\$ 257.76	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 7.34	\$ 88.08						
	14 x 24 x 1	1	Mo	\$ 44.69	\$ 536.28	1	Mo	\$ 12.36	\$ 148.32	1	Mo	\$ 25.00	\$ 300.00	1	Mo	\$ 5.77	\$ 69.24						
	20 x 25 x 1	2	Mo	\$ 49.97	\$ 599.64	2	Mo	\$ 22.15	\$ 265.80	2	Mo	\$ 10.00	\$ 120.00	2	Mo	\$ 8.40	\$ 100.80						
	24 x 24 x 1	1	Mo	\$ 44.96	\$ 539.52	1	Mo	\$ 11.33	\$ 135.96	1	Mo	\$ 5.00	\$ 60.00	1	Mo	\$ 4.76	\$ 57.12						
				TOTAL	\$ 98,936.16					TOTAL	\$ 97,398.48					TOTAL	\$ 51,474.00					TOTAL	\$ 39,986.40

# 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:  
2018-321066

Date Filed:  
03/02/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Star Air  
Round Rock, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
IFB #18-003  
Filter Replacement for HVAC system

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 BARRY E CRYER, and my date of birth is 04/06/1962.

My address is 412 CR 308 (street), JARRELL (city), TX (state), 76537 (zip code), US (country).

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

Executed in Williamson County, State of TEXAS, on the 2nd day of MARCH, 2018.  
(month) (year)

Barry E S  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola for new radios and accessories for the Police Department.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$473,832.82

**Indexes:**

**Attachments:** Resolution, Quote, Form 1295

**Department:** Police Department

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### **Text of Legislative File 2018-5267**

This item seeks final council approval for the replacement of Police Department radios, as the products currently in use face obsolescence. This project was first presented to Council as part of the FY2015 Capital Spending Plan for the General Self-Financed Construction Fund in November 2014.

Motorola is discontinuing its XTL/XTS line of public safety radios in 2018. The last production run was in 2013, and after 2018, it will no longer provide support for those radios. The need for radio replacements eventually will affect all City departments with radios on the Williamson County Radio Communication System.

The Department had begun purchasing radios in the new product line a few years ago. The nature of the phase-out allows the City to plan the transition to this new product line over several years, as the old radios will continue to work on the system after 2018. The Department seeks to spread the cost over several years so as to not be surprised by the sudden need for replacements. The total cost of replacing Police Department radios is estimated to be \$2.3 million, and the current plan is to complete the replacements over a seven-year horizon.

This purchase is in accordance with (a) the Texas Local Government Code (Title 8, Subtitle C, Chapter 271, Subchapter F, Section 271-102); (b) the inter-local agreement (Resolution 1491R) between the City and the Houston-Galveston Area Council (HGAC); and (c) HGAC Contract No. RA05-15 for radio communication, emergency response, and mobile interoperability equipment (expires 04/30/18).

**Cost: \$473,832.82**

**Source of Funds: General Fund**

**RESOLUTION NO. R-2018-5267**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase new radios and accessories for the Police Department; and

**WHEREAS**, Houston-Galveston Area Council (“HGAC”), acting as the agent for various local governmental entities who are “End Users” under Interlocal Agreements, including the City, has solicited proposals for radio communications equipment, in accordance with the competitive procurement procedures of Texas law; and

**WHEREAS**, Motorola is an approved vendor of HGAC pursuant to Contract #RA05-15 for radio communication, emergency response and mobile interoperability equipment; and

**WHEREAS**, the City wishes to issue a purchase order to Motorola for new radios and accessories, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Motorola for the purchase of new radios and accessories for the Police Department.

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 22nd day of March, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



Account Manager: Clay Casard  
 6800 River Place Blvd, Austin TX 78739

Date: date 1-23-18  
 Quote#: 1-23-18b  
 HQAC RAS-16

Prepared For: Matthew Lam Phone Number: Email: Agency: City of Round Rock Police Dept Customer #:	Ship to Address:	Bill to Address:
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Qty	Qty	Description	Model	List Price	Contract Price	Extended
		<b>APX 8000 ALL BAND PORTABLE MODEL 3.8</b>				
38		APX 8000 ALL BAND PORTABLE MODEL 3.8	H91TGD6PW7 N	\$6,282	4,467.32	169,758.16
38		ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$515.00	365.65	13,884.70
38		ADD: SMARTZONE OPERATION	H38	\$1,500.00	1,065.00	40,470.00
38		ADD: P25 9600 SAUD TRUNKING	Q381	\$300.00	213.00	8,094.00
38		ADD: TDMA OPERATION	QA00580	\$450.00	319.50	12,141.00
38		ADD: 5 YEAR SERVICE FROM THE START LITE	Q887	\$213.00	151.23	5,749.74
38		ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01848	\$5.00	3.58	134.90
38		ADD: PROGRAMMING OVER P25 (OTAP)	G998 .	\$100.00	71.00	2,698.00
38		ADD: GROUP SERVICES	QA09008	\$150.00	109.50	4,047.00
38		ADD: P25 LINK LAYER AUTHENTICATION	QA01767	\$100.00	71.00	2,698.00
38		DEL: DELETE UHF BAND	QA05609	(\$300.00)	-668.00	-21,884.00
38		RADIO MANAGEMENT SOFTWARE	T7914	\$100.00	71.00	2,698.00
38		RM DELIVERY OPTION - EMAIL Catherine Roberts	UA00048AA	\$0.00	0.00	0.00
38		PROMO	PROMO	(\$300.00)	-300.00	-11,408.00
38		ENCRYPTION				
38		ENH: MULTKEY	H888	\$330.00	234.30	8,803.40
38		ENH: AES/DES,DES-XL,DES-OFB	Q15	\$799.00	567.29	21,567.02
				<b>TOTAL</b>		<b>269,858.92</b>
		<b>RADIO ACCESSORIES</b>				
38		SPARE BATT IMPRES 2 LION R IP66 3400T	PMNN466	\$150.00	112.50	4,275.00
38		APX 7000 IMPRES CG 8U APX7000 USA/CA/LA	NNTN8880	\$125.00	93.75	3,562.50
38		IMPRES RBW, 3.5MM AUDIO JACK	PMMN4099A	\$110.00	82.50	3,135.00
38		Belt Clip conversion kits	NTR9179	\$42.00	31.50	1,197.00
				<b>Total With Accessories</b>		<b>272,028.42</b>
				<b>Trade In Credit</b>	<b>-400.00</b>	<b>-15,200.00</b>
				<b>PORTABLE GRAND TOTAL</b>		<b>256,828.42</b>
		<b>APX8500 ALL BAND MP MOBILE Dual Band, Dash</b>				
		Mount, Single Head				
38		APX8500 ALL BAND MP MOBILE	M87TSS9PW1 N	\$4,770.00	3,386.70	118,634.50
38		ENH: ASTRO DIGITAL CAI OP APEX	G806	\$515.00	365.65	12,797.76
38		ENH: SMARTZONE OPERATION APX	G81	\$1,500.00	1,065.00	37,275.00
38		ADD: P25 TRUNKING SOFTWARE	G381	\$300.00	213.00	7,488.00
38		ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01848	\$5.00	3.58	124.28
38		ADD: OS CONTROL HEAD	G442	\$432.00	306.72	10,738.20
38		ADD: APX CONTROL HEAD SOFTWARE	G444	\$0.00	0.00	0.00
38		ADD: DASH MOUNT	G69	\$125.00	88.75	3,108.28



Account Manager Clay Cascard  
 6100 River Place Blvd, Austin TX 78730

Date: date 1-31-18  
 Quote#: 1-23-18b  
 HQAC RAD5-18

Prepared For: Matthew Lara Phone Number: Email: Agency: City of Round Rock Police Dept Customer #:	Ship to Address:	Bill to Address:
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Item	Qty	Description	Model	List Price	Contract Price	Extended
35		ADD: ALL BAND MOBILE ANTENNA (7/8/V/L)	GA01813	\$98.00	87.45	3,369.75
35		ADD: GPS/WI-FI ANTENNA	GA00228	\$75.00	25.00	875.00
35		ADD: KEYPAD MIC GCAJ	W20	\$180.00	127.50	4,473.00
35		ADD: AUXILIARY SPKR 7.5 WATT	B18	\$80.00	42.80	1,491.00
35		ADD: 4 YR SFS LITE	GA00318	\$383.00	257.73	9,026.55
35		ADD: DIGITAL TONE SIGNALING	GA09000	\$150.00	108.50	3,727.50
35		ADD: TDMA OPERATION	GA00580	\$450.00	319.50	11,182.50
35		ENH: OVER THE AIR PROVISIONING	G998	\$100.00	71.00	2,488.00
35		ADD: APX MOBILE RADIO AUTHENTICAT	GA01787	\$100.00	71.00	2,488.00
35		ADD: GROUP SERVICES	GA09008	\$150.00	108.50	3,727.50
35		DEL: DELETE UHF BANDGA05609881(\$800.00)	GA05609881	(\$800.00)	-588.00	-19,880.00
35		RADIO MANAGEMENT SOFTWARE	T7814	\$100.00	71.00	2,488.00
35		RM DELIVERY OPTION - EMAIL Catherine Roberts	UA00048AA	\$0.00	0.00	0.00
35		PROMO	PROMO	(\$300.00)	-300.00	-10,500.00
		ENCRYPTION				
35		ADD: MULTIPLE KEY ENCRYPTION OPERATION	W989	\$330.00	234.30	8,200.50
35		ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	\$789.00	587.29	19,555.15
		GRAND TOTAL				232,016.40
		Trade In Credit			-400.00	-14,000.00
		PROMO			-1,010.00	-1,010.00
		MOBILE GRAND TOTAL				217,006.40

KVL 4000 PDA SNAP-ON

1		KVL 4000 PDA SNAP-ON	T757B	\$1,250.00	1,000.00	1,000.00
1		KVL 4000 OS HARDENING SW	T7872	\$100.00	80.00	80.00
1		ADD: KVL RADIO AUTHENTICATION	QA01767AA	\$500.00	400.00	400.00
1		ADD: ASTRO 2S MODE	U238AD	\$250.00	200.00	200.00
1		ADD: AC LINE CORD US	CA01598AA	\$11.00	8.50	8.50
1		ADD: ADP PRIVACY	CA00243AG	\$300.00	240.00	240.00
1		ADD: AES ENCRYPTION SOFTWARE	CA00182AP	\$750.00	600.00	600.00
1		ADD: DES/DES-XL/DES-OFB ENCRYPTION	X423AF	\$1,580.00	1,240.00	1,240.00
1		ADD: CABLE FOR RNC, DIU, MGE	C543	\$84.00	67.20	67.20
1		CABLE, KEYLOAD	C724	\$75.00	60.00	60.00
1		ADD: KEYLOAD CABLE FOR APX PORTABLE	C725AA	\$75.00	60.00	60.00
1		ADD: KVL 4000 SLEEVE COVER	CA01803	\$75.00	60.00	60.00
1		ADD: CABLE FOR RNC, DIU, MGE	C543	\$84.00	67.20	67.20
1		WEATHER CASE FOR KVL	NNTN8120A	\$339.00	271.20	271.20

KVL4000 4,384.40  
 Large order Credit -4,384.40  
 KVL4000 Total 0.00

Grand Total 473,832.82



February 12, 2018

Matt Lara  
City of Round Rock  
2701 N Mays St  
Round Rock, TX 78665

Dear Lara,

Motorola is the sole source supplier for products, infrastructure, subscriber units, and software for radio communications equipment that is fully integrated and compatible with the Motorola 7x Smartzone P25 Trunked Radio system. The Austin/Travis/ Williamson County Regional Radio System (GATRRS and RCS) is currently a 7x system.

While P25 is an open air standard allowing disparate radios to communicate via voice, it was written to achieve a base level of interoperability. However, to achieve mission critical public safety communications, Motorola provides an integrated system with additional enhanced features with unique programming specific only to Motorola. For instance, the "preferred site roaming, emergency alarm", "ADP" level encryption, "Group Services", "Programming over the Air", and "talkgroup patch/merge" programming features are specific, and only compatible with Motorola products and Motorola infrastructure. These types of features require complete integration between infrastructure, subscriber units, and software; thus, representing the foundation for our sole source claim.

Motorola distributes radio products via factory direct sales and independently owned indirect Dealer and Agent programs. However, the City of Round Rock is a premier account designated for factory direct sales channels only.

Thank you for your continued interest in Motorola products and services. If I can be of further assistance, please contact me at our new office number 512-924-2891.

Sincerely,  
Motorola Enterprise and Mobility Solutions

Clay Cassard  
Senior Account Manager

A handwritten signature in blue ink, appearing to read 'C. Cassard'.



## City of Round Rock Purchasing Justification Form

<b>Date:</b>	02/12/18	<b>Department Name:</b>	Police
<b>TO:</b>	Purchasing	<b>Requester Name:</b>	Matthew Lara
		<b>Phone Number:</b>	512-218-6690

**Instructions:** Complete this form for all purchases that will exceed \$3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase.

Please check the criteria listed below that applies to this purchase request:

**Sole Source (check one)**

- Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- Films, manuscripts or books.
- Gas, water and other utilities.
- Captive replacement parts or components for equipment
- Books, papers and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials

**Public Calamity**

- A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.

**Public Health and Safety**

- A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

**Unforeseen Damage**

- A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

**Personal, Professional or Planning Services**

- A procurement of personal, professional, or planning services

2. **Justification:** Describe in detail below why an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

Motorola is the sole provider of radio equipment that is compatible with existing systems installed for county and city.

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
  - If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.
4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name	Motorola Solutions, Inc.
Description	Radio equipment provider

5. Check the purchase type and fill in the dollar amount and purchase term as applicable

- This is a one-time purchase request for \$ 473832.82
- This is a term contract request for \_\_\_\_\_ (# months) in the amount of \$ \_\_\_\_\_

Recommended By Ellen Sam Requestor Date 02/12/18

Approved By [Signature] Department Manager, Asst Director or Director Date 02/12/18

Purchasing Office Review Purchaser [Signature] Date 2/12/18

Purchasing Office Management Review Purchasing Manager (over \$50,000) [Signature] Date 2/2/18

# 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:  
2018-320001

Date Filed:  
02/28/2018

Date Acknowledged:

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

Motorola Solutions  
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.**

Motorola Radio quote # 1-23-18  
Police radio purchase

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 Clay Cassard, and my date of birth is 12/15/1978.

My address is 2120 W. Braker Ln. Austin TX 78758 US.  
(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 1<sup>st</sup> day of March, 2018.  
(month) (year)

Clay Cassard

Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase and installation of field lighting at Clay Madsen Recreation Center.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Rick Atkins, Parks and Recreation Director

**Cost:** \$173,000.00

**Indexes:** Self-Financed Water Construction; General Self-Financed Construction

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

**Department:** Parks and Recreation Department

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### **Text of Legislative File 2018-5289**

With the conversion of Luther Peterson Park to the new Public Works building, the City will lose five soccer fields. In order to continue to support league play, it will be necessary to replace a minimum of two fields in this location. The Clay Madsen Soccer Field Project will develop the vacant land next to the Clay Madsen Recreation Center and provide two full-size soccer fields and additional parking. Lighting these fields will extend the amount of time they can be used. This project will include installing a complete LED lighting system at one field, as well as installing all infrastructure necessary to light the second field in the future. Overall, the City and PARD have worked toward installing only LED lights as they require much less energy to operate.

**Cost: \$173,000.00**

**Source of Funds: 50% General Self-Financed Construction and 50% Self-Financed Water Construction**

**RESOLUTION NO. R-2018-5289**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase certain services, field lighting and installation services for the Clay Madsen Recreation Center and related goods and services, and

**WHEREAS**, the City is a member of the Buy Board Cooperative Purchasing Program (“Buy Board”), and

**WHEREAS**, Musco Sports Lighting, LLC is an approved vendor of the Buy Board, and

**WHEREAS**, the City desires to purchase certain goods and services from Musco Sports Lighting, LLC through Buy Board, 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 and Installation Services of Field Lighting at Clay Madsen Recreation Center with Musco Sports Lighting, LLC, 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 22nd day of March, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

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

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE AND INSTALLATION SERVICES OF  
FIELD LIGHTING AT CLAY MADSEN RECREATION CENTER  
WITH  
MUSCO SPORTS LIGHTING, LLC**

<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 field lighting and installation services at Clay Madsen Recreation Center located in Round Rock, Texas, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of March, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MUSCO SPORTS LIGHTING, LLC, whose offices are located at 100 1<sup>st</sup> Avenue West, P.O. Box 806, Oskaloosa, Iowa 52577 (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase certain services, field lighting and installation services for the Clay Madsen Recreation Center, and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 512-16; and

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

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

NOW, THEREFORE, WITNESSETH:

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

## 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes Vendor's Proposal dated January 9, 2018 (attached as Exhibit "A").

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

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

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

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

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

## 2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

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

B. This Agreement shall terminate upon the purchase and installation of all goods and services as described in Exhibit "A."

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

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

## 3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to

the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

#### **4.01 SCOPE OF WORK**

Vendor shall satisfactorily complete all services described in Vendor's Proposal, Exhibit "A," attached hereto and incorporated herein.

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

#### **5.01 CONTRACT AMOUNT**

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor **One Hundred Seventy-Three Thousand and No/100 Dollars (\$173,000.00)** for the goods and services set forth in Exhibit "A."

#### **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, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

## **9.01 GRATUITIES AND BRIBES**

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

## **10.01 TAXES**

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

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

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

## **12.01 CITY'S REPRESENTATIVE**

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

Katie Baker  
Park Development Specialist  
Parks and Recreation Department  
301 West Bagdad Avenue, Suite 250  
Round Rock, Texas 78664  
(512) 341-3355

## **13.01 INSURANCE**

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

## **14.01 RIGHT TO ASSURANCE**

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

## **15.01 DEFAULT**

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

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

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## **16.01 TERMINATION AND SUSPENSION**

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

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

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

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

## **17.01 INDEMNIFICATION**

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

## **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal

Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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

#### **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:**

Musco Sports Lighting, LLC  
100 1<sup>st</sup> Avenue West  
P.O. Box 808  
Oskaloosa, IA 52577

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, 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 Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

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

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

[Signatures appear on the following page.]

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

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Musco Sports Lighting, LLC**

By:  \_\_\_\_\_  
Printed Name: James M. Hansen  
Title: Secretary  
Date Signed: March 2, 2018

**Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



**Clay Madsen Soccer Fields - Project #184608**  
**Round Rock, TX**  
**Turnkey Scope of Work**

**Customer Responsibilities:**

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by "One Call" and irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Owner responsible for any power company fees and requirements. **(If necessary).**
6. Owner responsible for all permitting fees (payment). Contractor will obtain the required permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide sealed Electrical Plans.

**Musco Responsibilities:**

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on provided soils report.
5. Musco shall provide Performance and Payment Bonds in an amount equal to the total amount of bid. **(Only if Required, Not included in quote)**

**Musco Subcontractor Responsibilities:**

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Obtain any required permitting.
5. Provide materials and equipment to install electrical service panels as required.
6. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
  - Runs will include 1 circuit per pole on the "outside poles" and 2 circuits per pole on the poles between the fields "inside poles". (one circuit for the field lighting and one circuit for the security fixtures). Conduit on the "inside poles" needs to be able to accommodate a 3rd circuit in the future when lighting the 2nd field.
  - Run conduit and install any applicable pull boxes for the second field.
7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
8. Provide materials and equipment to install LSS foundations as specified on Layout.
  - (4) foundations
9. Remove spoils to owner designated location at jobsite.
10. Provide materials and equipment to assemble and install the TLC-LED-1150 fixtures and terminate all necessary wiring.
11. Provide equipment and materials to assemble and erect LSS Poles.
  - (4) poles with two of them being built to accommodate future fixtures for the second field.
12. Provide equipment and materials to install (1) Lighting Contactor Cabinet (LCC) and terminate all necessary wiring. The LCC will be built to accommodate both fields.
13. Provide step down transformer for 120v control circuit if not available.
14. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).
15. Check all Zones to make sure they work in both auto and manual mode.

16. 1 hour comprehensive burn of all lights on each zone.
17. Set base line for the DAS (Diagnostic Acquisition System)
18. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
19. Provide startup and aiming as required to provide complete and operating sports lighting system.
20. Provide as built drawings on completion of installation.

Project: Clay Madsen Soccer Fields  
Round Rock, TX  
Ref: 184608  
Date: January 9, 2018

BuyBoard  
Master Project: 146396, Contract Number: 512-16, Expiration: 09/30/2019  
Commodity: Parks/Rec & Field Lighting

**Quotation Price – Materials Delivered to Job Site and Installation**

**One Field - ..... \$ 173,000**

*Sales and Use tax (if applicable) is not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

**Light-Structure System with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of 20 footcandles

**System Description – One Field**

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) 70' Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- (20) Factory aimed and assembled luminaries
- (2) Cree OSQ fixtures
- Future fixture accommodations
- UL Listed as a complete system

**Control Systems and Services**

- Control -Link® System for remote on/off control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

**Installation Services Provided**

See attached Scope of Work

**Payment Terms**

Payment terms to be determined by Musco's Credit Department.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC & BuyBoard:

Musco Sports Lighting, LLC

BuyBoard Cooperative Purchasing



## Quote

Attn: Ryan Tighe  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

Attn: Sharon McAfee  
Fax: 800-211-5454  
Email: info@buyboard.com

**All purchase orders should note the following:  
BuyBoard purchase – Contract Number: 512-16**

### ***Delivery Timing***

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6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location
- Voltage and phasing to be confirmed prior to production
- Structural code and wind speed = 2015 IBC, 115 MPH, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Thank you for considering Musco for your lighting needs. Please contact me with any questions or need additional details.

Brant Troutman  
Senior Sales Representative  
Musco Sports Lighting, LLC  
Phone: 512-914-9500  
E-mail: brant.troutman@musco.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2018

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

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

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Musco Sports Lighting, LLC Attn: Carrie Ferguson P.O. Box 808 Oskaloosa, IA 52577		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Employers Mutual Casualty Company A/XIV	21415
		INSURER B: Continental Insurance Company (CNA) A/XV	35289
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 52113515

REVISION NUMBER:

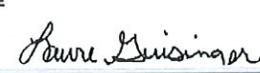
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			2D5362518	07/01/17	07/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2E5362518	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6042800716	07/01/17	07/01/18	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	2X5362518 2R5362518 (CA)	07/01/17 07/01/17	07/01/18 07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Musco Project 184608 - Clay Madsen Soccer Fields  
 The City of Round Rock is named as an Additional Insured with respect to the General Liability, Automobile Liability, and Umbrella Liability when required by written contract or agreement.  
 Waiver of subrogation applies in favor of The City of Round Rock with respect to the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability when required by written contract, agreement, or permit.  
 In the event of policy cancellation, 30 days' written notice will be provided to The City of Round Rock.

**CERTIFICATE HOLDER****CANCELLATION**

City of Round Rock  221 East Main  Round Rock, TX 78664-5229  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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 ACORD 25 (2014/01)  
 rroycewdsam  
 52113515

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# 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.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Musco Sports Lighting, LLC Oskaloosa, IA United States	<b>CERTIFICATION OF FILING</b>  Certificate Number: 2018-317979  Date Filed: 02/23/2018  Date Acknowledged:
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> City of Round Rock, TX	

**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.**

CMRC Soccer Fields  
sports lighting equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Musco Corporation	Oskaloosa, IA United States	X	

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

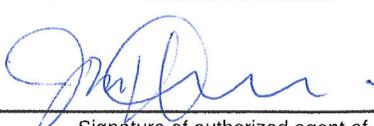
**6 UNSWORN DECLARATION**

My name is James M. Hansen, and my date of birth is 12/09/58.

My address is 100 1st Avenue West, Oskaloosa, IA, 52577, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Mahaska County, State of Iowa, on the 23rd day of February, 2018.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.3**

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**Title:** Consider a resolution determining that Chasco Constructors provides the best value for the City for the Ryan's Crossing Drainage Outfall Improvements Project and authorizing the Mayor to execute a Standard Form of Agreement.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$191,895.00

**Indexes:** 2014 Drainage Revenue Bonds

**Attachments:** Resolution, Bid Tab, Letter of Recommendation, Form 1295, Map

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2018-5281**

Council previously approved the use of the Competitive Sealed Proposal method for determining the most qualified contractor for the above referenced project. Staff selected this method due to the project complexity and special considerations associated with construction near an existing dam.

The City received six proposals on February 7, 2018. The evaluation committee consisted of representatives from the City, the design engineer from Freese and Nichols, and the dam's owner which is the Upper Brushy Creek WCID. The committee members independently reviewed and ranked each proposal considering the selection criteria outlined in the bid documents. The selection criteria included the contractor's team qualifications, the project plan, approach and quality control, and past project experience and references.

The evaluation committee unanimously selected Chasco Constructors proposal as the best value to the City according to the selection criteria. Staff recommends awarding the Ryan's Crossing Drainage Outfall Improvements contract to Chasco Constructors in the amount of \$191,895. A copy of the final ranking sheet and bid tabulation is attached with this document for your reference.

The project consists of demolition of an existing concrete flume and headwall, extending the existing 54-inch reinforced concrete pipe to the toe of the dam embankment and installation of a concrete impact basin to minimize erosion. Rock riprap will also be installed at the downstream portion of the impact basin to further protect the area from erosion.

**Cost: \$191,895.00**

***Source of Funds: 2014 Drainage Revenue Bonds***

**RESOLUTION NO. R-2018-5281**

**WHEREAS**, the City of Round Rock has previously determined in Resolution No. R-2017-4887 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the Ryan’s Crossing Outfall Improvements Project in Round Rock, Texas, and

**WHEREAS**, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Chasco Constructors is the offeror which offers the best value for the City for the Ryan’s Crossing Outfall Improvements Project in Round Rock, Texas, and

**WHEREAS**, the City Council now wishes to enter into a “Standard Form of Agreement between Owner and Contractor” with Chasco Constructors, Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Chasco Constructors is the offeror which offers the best value for the City.

**BE IT FURTHER RESOLVED**

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement between Owner and Contractor” with Chasco Constructors for the Ryan’s Crossing Outfall Improvements Project in Round Rock, Texas.

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

**RESOLVED** this 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



Competitive Sealed Proposal Rankings for:

Ryan's Crossing Drainage Outfall Improvements

Contractor Name	Total Cost	FINAL RANKING
D&S Concrete Contractors	\$176,127.00	6
TCB Construction	\$176,390.00	5
Chasco Constructors	\$191,895.00	1
Mac, Inc.	\$211,960.00	4
Austin Underground, Inc.	\$223,259.00	2
Austin Engineering Co., Inc.	\$236,055.00	3

Selection Committee:

Date: 2/15/2018

**BID TABULATION**

CONTRACT : Ryan's Crossing Drainage Outfall Improvements		D&S Concrete Contractors		TCB Construction		Chasco Constructors		Mac, Inc.	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes	UNIT PRICE	COST	Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes
104	Remove Misc. P.C. Concrete	1	LS	\$20,000.00	\$20,000.00		\$20,000.00	\$8,000.00	\$10,000.00
SP130	Class B (borrow), Plan Quantity	69	CY	\$89.00	\$6,141.00		\$55.00	\$3,795.00	\$45.00
SP130	Class C (topsoil), Plan Quantity	20	CY	\$100.00	\$2,000.00		\$75.00	\$1,500.00	\$50.00
SP130	Class D (fine filter), Plan Quantity	60	CY	\$100.00	\$6,000.00		\$75.00	\$4,500.00	\$100.00
SP130	Class E (coarse drain), Plan Quantity	5	CY	\$200.00	\$1,000.00		\$150.00	\$750.00	\$100.00
SP132	Embankment	51	CY	\$111.00	\$5,661.00		\$35.00	\$2,805.00	\$320.00
SS033053	Misc. Cast-In-Place Concrete (impact basin)	45	CY	\$1,150.00	\$51,750.00		\$975.00	\$43,875.00	\$1,500.00
509	Trench Safety Systems (all depths)	55	LF	\$45.00	\$2,475.00		\$20.00	\$1,100.00	\$50.00
510	Pipe, 6" DIA. PVC (perforated)	30	LF	\$35.00	\$1,050.00		\$55.00	\$1,650.00	\$100.00
510	Pipe, 6" DIA. PVC (non-perforated)	10	LF	\$35.00	\$350.00		\$35.00	\$350.00	\$110.00
510	Pipe, 54" DIA. RCP (all depths), including excavation & backfill	50	LF	\$500.00	\$25,000.00		\$650.00	\$32,500.00	\$750.00
SP591	Dry Riprap	45	SY	\$120.00	\$5,400.00		\$175.00	\$7,875.00	\$150.00
SP602	Buffalo Block Sodding With Blue Grama Overseeding	140	SY	\$8.00	\$1,120.00		\$11.00	\$1,540.00	\$9.00
609	Native Grassland Seeding & Planting	2750	SY	\$2.00	\$5,500.00		\$2.10	\$5,775.00	\$1.00
610	Protective Fencing Type A Chain Link Fence	110	LF	\$10.00	\$1,100.00		\$22.00	\$2,420.00	\$3.00
610	Protective Fencing Type C (trunk protection)	40	LF	\$15.00	\$600.00		\$10.00	\$400.00	\$30.00
620	Filter Fabric	70	SY	\$25.00	\$1,750.00		\$11.00	\$770.00	\$5.00
639	Rock Berm	45	LF	\$55.00	\$2,475.00		\$65.00	\$2,925.00	\$20.00
641	Stabilized Construction Entrance	1	EA	\$3,000.00	\$3,000.00		\$3,000.00	\$3,000.00	\$2,000.00
SS642	Erosion Control Log (18" DIA.)	680	LF	\$5.00	\$3,400.00		\$6.00	\$4,080.00	\$12.00
700	Total Mobilization Payment	1	LS	\$18,152.50	\$18,152.50		\$23,000.00	\$23,000.00	\$19,000.00
701	Chain Link Fence	55	LF	\$25.00	\$1,375.00		\$30.00	\$1,650.00	\$75.00
803	Safety Fence	1210	LF	\$2.75	\$3,327.50		\$5.00	\$6,050.00	\$3.00
803	Barricades, Signs, & Traffic Handling	2	MO	\$2,000.00	\$4,000.00		\$500.00	\$1,000.00	\$500.00
SS02263	Permanent Turf Reinforcement Matting	140	SY	\$25.00	\$3,500.00		\$22.00	\$3,080.00	\$11.00
<b>GRAND TOTAL:</b>					<b>\$176,127.00</b>		<b>\$176,390.00</b>	<b>\$191,895.00</b>	<b>\$211,960.00</b>

Unit prices in red (XXX.XX) indicate no written unit price entered by bidder.

**BID TABULATION**

CONTRACT : Ryan's Crossing Drainage Outfall Improvements		Austin Underground, Inc.		Austin Engineering Co. Inc.		Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes		Statement of Safety? Addendum(s)? Bid Bond?	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
104	Remove Misc. P.C. Concrete	1	LS	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00		\$0.00
SP130	Class B (borrow), Plan Quantity	69	CY	\$100.00	\$6,900.00	\$100.00	\$6,900.00		\$0.00
SP130	Class C (topsoil), Plan Quantity	20	CY	\$91.00	\$1,820.00	\$80.00	\$1,600.00		\$0.00
SP130	Class D (fine filter), Plan Quantity	60	CY	\$110.00	\$6,600.00	\$80.00	\$4,800.00		\$0.00
SP130	Class E (coarse drain), Plan Quantity	5	CY	\$100.00	\$500.00	\$250.00	\$1,250.00		\$0.00
SP132	Embankment	51	CY	\$24.00	\$1,224.00	\$200.00	\$10,200.00		\$0.00
SS033053	Misc. Cast-In-Place Concrete (impact basin)	45	CY	\$1,725.00	\$77,625.00	\$1,820.00	\$81,900.00		\$0.00
509	Trench Safety Systems (all depths)	55	LF	\$100.00	\$5,500.00	\$30.00	\$1,650.00		\$0.00
510	Pipe, 6" DIA. PVC (perforated)	30	LF	\$40.00	\$1,200.00	\$100.00	\$3,000.00		\$0.00
510	Pipe, 6" DIA. PVC (non-perforated)	10	LF	\$40.00	\$400.00	\$100.00	\$1,000.00		\$0.00
510	Pipe, 54" DIA. RCP (all depths), including excavation & backfill	50	LF	\$880.00	\$44,000.00	\$750.00	\$37,500.00		\$0.00
SP591	Dry Riprap	45	SY	\$260.00	\$11,700.00	\$200.00	\$9,000.00		\$0.00
SP602	Buffalo Block Sodding With Blue Grama Overseeding	140	SY	\$30.00	\$4,200.00	\$10.00	\$1,400.00		\$0.00
609	Native Grassland Seeding & Planting	2750	SY	\$4.00	\$11,000.00	\$3.00	\$8,250.00		\$0.00
610	Protective Fencing Type A Chain Link Fence	110	LF	\$3.00	\$330.00	\$4.00	\$440.00		\$0.00
610	Protective Fencing Type C (trunk protection)	40	LF	\$20.00	\$800.00	\$30.00	\$1,200.00		\$0.00
620	Filter Fabric	70	SY	\$9.50	\$665.00	\$10.00	\$700.00		\$0.00
639	Rock Berm	45	LF	\$55.00	\$2,475.00	\$50.00	\$2,250.00		\$0.00
641	Stabilized Construction Entrance	1	EA	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00		\$0.00
SS642	Erosion Control Log (18" DIA.)	680	LF	\$22.00	\$14,960.00	\$12.00	\$8,160.00		\$0.00
700	Total Mobilization Payment	1	LS	\$10,000.00	\$10,000.00	\$20,500.00	\$20,500.00		\$0.00
701	Chain Link Fence	55	LF	\$40.00	\$2,200.00	\$75.00	\$4,125.00		\$0.00
803	Safety Fence	1210	LF	\$3.00	\$3,630.00	\$3.00	\$3,630.00		\$0.00
803	Barricades, Signs, & Traffic Handling	2	MO	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00		\$0.00
SS02263	Permanent Turf Reinforcement Matting	140	SY	\$9.50	\$1,330.00	\$15.00	\$2,100.00		\$0.00
<b>GRAND TOTAL:</b>					<b>\$223,259.00</b>		<b>\$236,055.00</b>		<b>\$0.00</b>



**ROUND ROCK TEXAS**  
UTILITIES AND ENVIRONMENTAL SERVICES DEPARTMENT

**Mayor**  
Craig Morgan

**Mayor Pro-Tem**  
Will Peckham

**Councilmembers**  
Tammy Young  
Rene Flores  
Frank Leffingwell  
Writ Baese  
Kris Whitfield

**City Manager**  
Laurie Hadley

**City Attorney**  
Stephan L. Sheets

February 27, 2018

Charles J. Glace, Jr.  
Chasco Constructors  
2801 E. Old Settlers Blvd.  
Round Rock, TX 78665

RE: **Ryan's Crossing Drainage Outfall Improvements Project – Project Manuals**

Dear Charles:

We are pleased to inform you that City staff is recommending awarding the contract for the above referenced project to your firm. The project is scheduled to be on the City Council Agenda for March 22, 2018.

Transmitted herewith are two copies of the Project Manual. As per the Instructions to Proposers, the Contract is to be executed by your firm, and performance and payment bonds furnished; furthermore, proof of insurance in accordance with the Contract Documents must be provided on a form acceptable to the City. Please provide performance bond, payment bond, and certificate of insurance documents for each of the Project Manuals; execute page 5 of 5 of the Agreement by signature in each of the Project Manuals; and return both Project Manuals to us for further processing.

A copy of the bid tabulation is also transmitted herewith that you may keep for your records.

If you have any questions, please contact me at (512) 218-6609. We look forward to working with you and your company on this project.

Sincerely,

Federico Sanchez, P.E., CFM  
Project Manager

Enclosures

cc: Project File  
Becca Thibodaux, Utilities Accounting Supervisor

Revised 02/2016

# 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.

Chasco Constructors  
Round Rock, TX United States

Certificate Number:  
2018-325136

Date Filed:  
03/12/2018

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.

Ryan's Crossing Drainage  
Ryan's Crossing Drainage Outfall Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Charles J Glace, JR. 2002 Trust	Round Rock, TX United States	X	
	Anthony J. Glace 2002 Trust	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

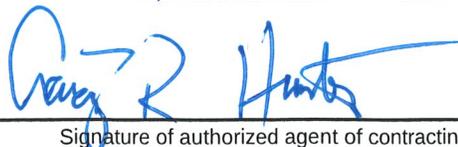
### 6 UNSWORN DECLARATION

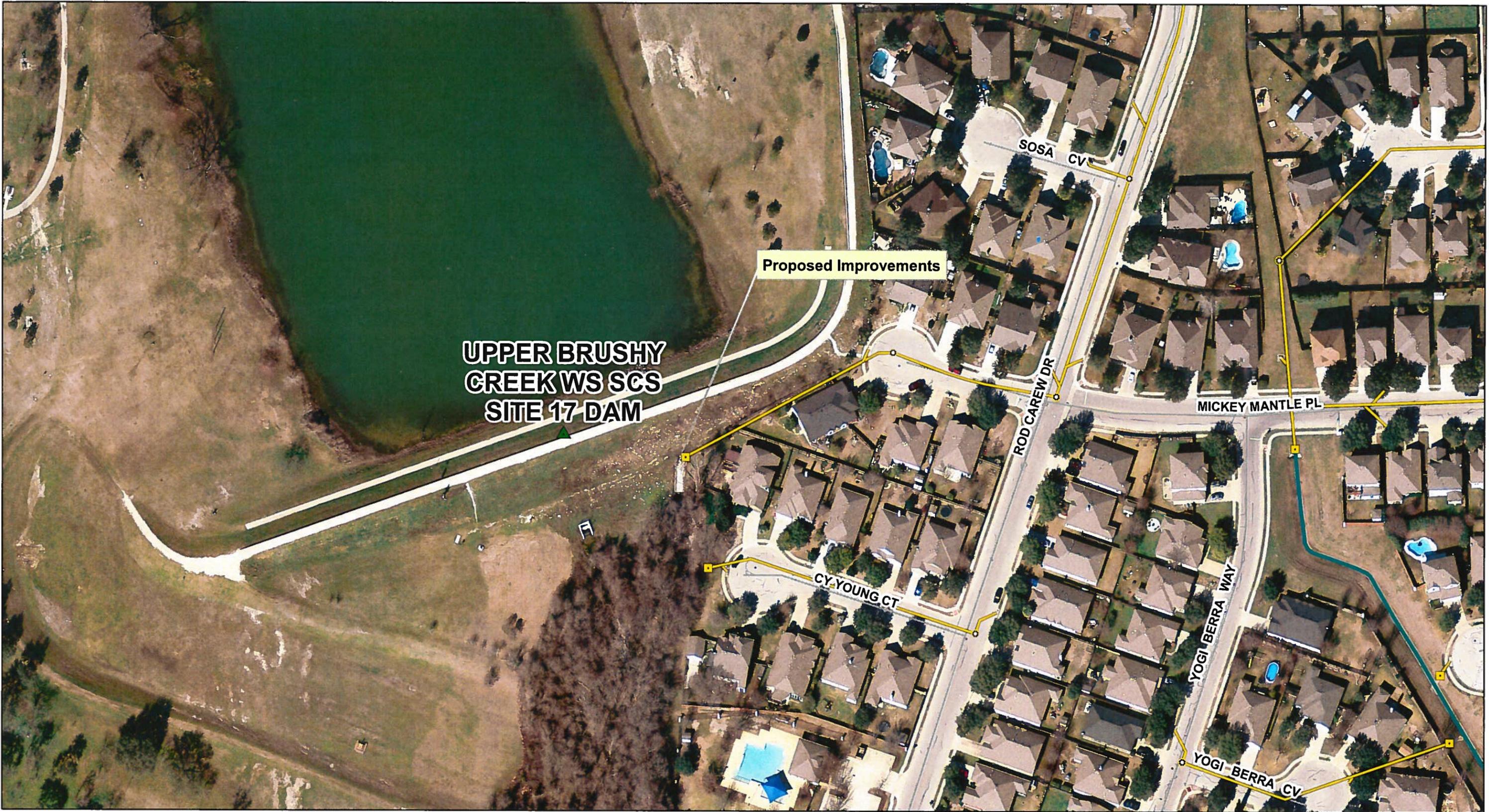
My name is CRAIG R HUNTER, and my date of birth is 07.07.1961.

My address is 40 N IH35, APT 623, AUSTIN, TX, 78701, 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 12 day of MARCH, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



## UBCWCID Dam 17 Storm Drain Outfall Improvement



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.4**

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 with Ferguson Enterprises, Inc. for the purchase of water meter boxes and lids.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$27,075.37

**Indexes:** Utility Fund

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

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2018-5284**

The existing agreement between the City of Round Rock and Ferguson Enterprise, Inc. provides repairs and maintenance parts for the City's water and wastewater system on an "as needed" basis. This contract contains a number of parts that are necessary for our water and wastewater system, including pipe, pipe fittings, fire hydrants, valves, plumbing supplies, etc. The City of Round Rock would like to include additional parts, specifically water meter boxes and lids as a Supplemental Agreement No. 1 to the existing agreement.

The term of the existing agreement is for five consecutive twelve-month periods. After that term, the agreement may be extended for two successive terms of twelve months each. This Supplemental Agreement No. 1 shall amend the original agreement only as set forth herein with no other changes in terms or conditions of the original Agreement. It is anticipated that the City's Utility will spend approximately \$28,075.37 for water meter boxes and lids under this supplemental agreement, which brings the new total contract amount to \$198,075.37.

**Cost: 28,075.37**

**Source of Funds: Utility Fund**

**RESOLUTION NO. R-2018-5284**

**WHEREAS**, the City of Round Rock has previously entered into a “City of Round Rock Agreement for Provision of Repair and Maintenance Parts and Services for Water Lines and Wastewater Lines from Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks” (“Agreement”); and

**WHEREAS**, Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks has submitted Supplemental Agreement No. 1 to amend the Scope of Services to add additional parts, specifically water meter boxes and lids and to amend the Costs provided in the Agreement; and

**WHEREAS**, the City Council desires to enter into said Supplemental Agreement No. 1 with Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for Provision of Repair and Maintenance Parts and Services for Water Lines and Wastewater Lines from Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks,” 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



related to thereof must be negotiated and agreed in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

**II.**

Section 5.01 of the Agreement is hereby amended to read as follows:

**5.01 COSTS**

City agrees Vendor shall be the exclusive provider of the bid items specified in Exhibit "A" and the Addendum to Exhibit "A" for the term of this Agreement, and for the remaining term of this Agreement for the parts set forth in the Addendum to Exhibit "A." City agrees to pay Vendor the amounts set forth in Exhibit "A" and the Addendum to Exhibit "A" for the various bid items purchased by the City on an as-needed basis.

**III.**

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and Vendor have executed this Supplemental Agreement to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

**FERGUSON ENTERPRISES, INC.  
d/b/a FERGUSON WATERWORKS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By:   
Printed Name: James Green  
Title: Inside Sales  
Date Signed: 1/11/2018

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



FERGUSON ENTERPRISES, INC.  
 FERGUSON WATERWORKS #1254  
 200 PARK CENTRAL BLVD  
 GEORGETOWN, TX 78626  
 Phone: 512-930-2262  
 Fax: 512-930-2388

<b>Deliver To:</b> <b>From:</b> James Green <b>Comments:</b>
--

19:04:12 NOV 07 2017

FERGUSON WATERWORKS #1105

Price Quotation  
 Phone: 512-930-2262  
 Fax: 512-930-2388

**Bid No:** B380664  
**Bid Date:** 11/07/17  
**Quoted By:** JCG

**Cust Phone:** 512-218-5400  
**Terms:** NET 10TH PROX

**Customer:** CITY OF ROUND ROCK  
 221 E MAIN STREET  
 ATTN: ACCOUNTS PAYABLE  
 ROUND ROCK, TX 78664

**Ship To:** CITY OF ROUND ROCK  
 221 E MAIN STREET  
 ATTN: ACCOUNTS PAYABLE  
 ROUND ROCK, TX 78664

**Cust PO#:** 11/7/2017

**Job Name:** METER BOX ADD

Item	Description	Quantity	Net Price	UM	Total
COMPLETE BOXES					
SP-DDFW36C12AF1EQA	16X11X12 W/ AF BLK REBAR AMR LK LID	24	74.550	EA	1789.20
SP-DDFW37C12AF1EQA	17X11X12 W/ AF BLK REBAR AMR LK LID	24	92.310	EA	2215.44
SP-DDFW38C14AF1EQA	17X15X14 W/ AF BLK REBAR AMR LK LID	12	121.860	EA	1462.32
SP-DFW1730C12AF1EQ	17X30X12 W/ AF BLK REBAR AMR LK LID	12	178.350	EA	2140.20
SP-DDFW65C14AF1EQA	26X15X14 W/ AF BLK REBAR AMR LK LID	9	177.110	EA	1593.99
SUBTOTAL					9201.15
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LID ONLY					
SP-DFW36CAF1EQALID	16X11 AF BLK REBAR AMR LK LID ONLY	150	31.990	EA	4798.50
SP-DFW37CAF1EQALID	17X11 AF BLK REBAR AMR LK LID ONLY	125	42.550	EA	5318.75
SP-DFW38CAF1EQALID	17X15 AF BLK REBAR AMR LK LID ONLY	40	45.718	EA	1828.72
SP-D1730CAF1EQALID	17X30 AF BLK REBAR AMR LK LID ONLY	40	85.880	EA	3435.20
SP-DFW65CAF1EQALID	26X15 AF BLK REBAR AMR LK LID ONLY	40	75.120	EA	3004.80
SUBTOTAL					18385.97
---					
SP-DDFWSBLOCKXL	BRS LOCK F/ DFW MTR BOX	25	19.530	EA	488.25
SUBTOTAL					488.25

**Net Total:** \$28075.37  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$28075.37

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html).  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**ADDENDUM TO EXHIBIT "A"**

# 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:  
2017-296727

Date Filed:  
12/22/2017

Date Acknowledged:

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

Ferguson Enterprises, Inc  
Georgetown, 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.**

Water Meter Boxes & Lids  
amendment to add to existing Water Line & Wastewater Line Parts and Services agreement

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.

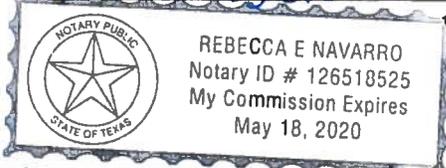
**6 UNSWORN DECLARATION**

My name is William Allen, and my date of birth is 4/25/1976

My address is 200 Park Central Blvd Georgetown TX 78626 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 4 day of Jan, 2018.  
(month) (year)



Rebecca E. Navarro  
Signature of authorized agent of contracting business entity (Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.5**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Rodriguez Transportation Group, Inc. for the Gattis School Road (Segment 3) Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$1,013,037.45

**Indexes:** RR Transportation and Economic Development Corporation (Type B)

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

**Department:** Transportation Department

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### **Text of Legislative File 2018-5250**

This agreement is for Engineering services to prepare a geometric schematic and subsequent plans, specifications, and estimate (PS&E). The limits for the proposed project are from 0.25 miles west of A. W. Grimes Blvd. to 0.20 miles east of Double Creek a total of 1.10 miles.

The geometric schematic will be developed to establish the ROW/easement requirements, preliminary cost estimate and other design parameters for the proposed improvements. The improvements will consist of reconstructing the existing four-lane roadway to a Major Arterial Divided (MAD) 6 with improved pedestrian and bicycle facilities. Right and left turn bays will be provided at the three major cross street intersections. The cost for this contract is \$1,013,037.45

**Cost: \$1,013,037.45**

**Source of Funds: RR Transportation and Economic Development Corporation**

**RESOLUTION NO. R-2018-5250**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the Gattis School Road (Segment 3) Project; and

**WHEREAS**, Rodriguez Transportation Group, Inc. has submitted a Contract for Engineering Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said contract with Rodriguez Transportation Group, 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 Rodriguez Transportation Group, Inc. for the Gattis School Road (Segment 3) 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



## **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 One Million Thirteen Thousand Thirty-Seven and 45/100 Dollars (\$1,013,037.45) 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:

Bill Stablein  
Project Manager  
2008 Enterprise Drive  
Round Rock, TX 78664  
Telephone Number (512) 218-3237  
Mobile Number (512) 801-4456  
Fax Number (512) 218-5563  
Email Address [bstablein@roundrocktexas.gov](mailto:bstablein@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:

Robert Carrillo, P.E.  
Senior Project Manager  
11211 Taylor Draper Lane, Suite 100  
Austin, TX 78759  
Telephone Number (512) 231-9544 (Ext. 108)  
Fax Number (512) 231-9133  
Email Address rcarrillo@rtg-texas.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 indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

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 federal, state 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) 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 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 Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reimbursement of reasonable attorney's 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 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 or any material change 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:

Stephan L. Sheets  
City Attorney  
309 East Main Street  
Round Rock, TX 78664

**Engineer:**

Robert Carrillo, P.E.  
Senior Project Manager  
11211 Taylor Draper Lane, Suite 100  
Austin, TX 78759

**ARTICLE 33**  
**GENERAL PROVISIONS**

**(1) Time is of the Essence.** 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.

**(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.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

RODRIGUEZ TRANSPORTATION GROUP, INC.

By: \_\_\_\_\_  
Signature of Principal  
Printed Name: \_\_\_\_\_

**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**

Project Limits: From 0.25 miles west of A.W. Grimes Blvd. to 0.20 miles east of Double Creek Drive.

Project Length: 5,800' (1.10 Miles)

In general, the City of Round Rock and its representatives, to their best efforts, will render services as follows:

1. Schedule, coordinate, and conduct public involvement meetings.
2. Provide available criteria and full information as to the client's requirements for the project.
3. Furnish available horizontal control points and established City of Round Rock monumentation.
4. Furnish available existing plans and/or design information for the project and interface data for any adjacent projects.
5. Assist the Engineer by placing at their disposal all available written data pertinent to previous operations, reports and any other data (including hydraulic studies and models) affecting the project.
6. Provide available existing traffic counts and design year projections (to be used for geotechnical and geometric design purposes).
7. Furnish available right-of-way maps.
8. Provide available special specifications, special provisions and updated list of bid items applicable to the project.
9. Examine documents submitted by the Engineer and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of Engineer's services.
10. Respond promptly in writing to requests by the Engineer for authorization to proceed with specific activities deemed desirable.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Pay all reviewing agency fees promptly including review, inspection and recording fees.
13. Acquire any off-site ROW and easement required for the project.

## **EXHIBIT B**

### **ENGINEERING SERVICES**

Project Limits: From 0.25 miles west of A.W. Grimes Blvd. to 0.20 miles east of Double Creek Drive.

Project Length: 5,800' (1.10 Miles)

The following will be used as the basis for the preparation of a geometric schematic and subsequent plans, specifications and estimate (PS&E). The geometric schematic will be developed to establish the ROW/easement requirements, preliminary cost estimate and other design parameters for the proposed improvements consisting of reconstructing the existing four-lane roadway to a Major Divided Arterial (MAD) 6 with improved pedestrian and bicycle facilities. Right and left turn bays will be provided at the three (3) major cross street intersections. The PS&E will be developed after the geometric schematic has been approved.

The Engineer shall maintain a direct line of communication and coordinate closely with City of Round Rock (the City) staff or their designated representative, local municipal agencies, and utility companies throughout the project. The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established in the work authorization. The Engineer shall submit a written progress report to the City monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for that month, and the estimated work to be accomplished for the coming month.

The Engineer shall furnish Microsoft Office and Microstation V8 or V8i-Geopak computer generated media containing the project design files to the City.

#### **GENERAL REQUIREMENTS**

- A. Right-of-Entry and Coordination.** The Engineer shall notify the City and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off existing right-of-way. The Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property.
- B. Quality Assurance and Quality Control.** The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-ups of that deliverable. The City's project manager may require the Engineer to submit the Engineer's internal mark-ups (red-lines) or comments developed as part the Engineer's quality control step. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

## TASK DESCRIPTIONS AND FUNCTION CODES

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

### FC 110 - Route and Design Studies

**A. Data Collection and Field Reconnaissance.** The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the City in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the City, including “as-built plans”, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), local municipalities and other governmental agencies in addition to that provided by the City.
4. The Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer’s office) of notable existing features.

**B. Design Criteria.** The Engineer shall develop the roadway and drainage design criteria based on the controlling factors specified by the City and by using the design speed, functional classification, roadway class and any other set criteria. In addition, the Engineer shall prepare the Design Summary Form (DSF) and submit it electronically. The Engineer shall obtain written concurrence from the City prior to proceeding with the design.

**C. Sequence of Construction.** The Engineer shall develop preliminary sequence of construction exhibit to illustrate how traffic will be maintained during the various phases of construction. The exhibit should include: limits of construction, traffic flow arrows, limits of temporary pavement, temporary drainage and signals, traffic control signs and channelizing devices.

**D. Preliminary Cost Estimates.** The Engineer shall develop a preliminary cost estimate using the TxDOT’s Average Low Bid Unit Price and any other readily available data. The preliminary cost estimate shall be accurate enough to compare to the allocated funding amount to ensure the completed design will be within budget.

**E. Coordination Meeting.** The Engineer, in cooperation with the City shall plan, attend and document a Design Concept Conference (DCC) meeting to be held prior to the Initial milestone submittal. In preparation for the DCC, the Engineer shall complete the DSF to serve as a checklist for the minimum required design considerations.

The meeting will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the City

**F. Geotechnical Borings, Investigations and Pavement Design:** The Engineer shall conduct field investigations laboratory testing and recommended pavement design as further described below. The Engineer is responsible for arranging for utility locates and providing a traffic control plan in accordance with TxDOT standards.

1. Engineer shall verify the existing pavement structure with proposed borings.
2. Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of the project limits. Attend one (1) coordination meeting.
3. Perform pavement design borings, obtaining boring samples at 500-foot intervals from the 0.25 miles west of A.W. Grimes to Double Creek. The retaining wall borings described below will be used for the project limits east of Double Creek Road. Borings are estimated to consist of the following:
  - 9 borings to a depth of 10 feet within the at-grade or fill areas
  - Borings shall occur within the limits of the existing roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
  - Borings will be marked for surveying of ground elevations and coordinates in order to locate in the plans.
  - Backfill borings with cuttings from the boring or gravel. Patch pavements with cold mix asphalt or concrete (match existing pavement surface).
  - Perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, absorption swell test, lime-series tests, California Bearing Ratio (CBR) and sulfate content tests.
  - Develop a recommended flexible pavement design, with alternative rigid pavement design at major intersections, following City of Round Rock methodology.
4. Perform retaining wall design borings, obtaining boring samples at 200-foot intervals to a minimum depth of 20 feet below proposed grade. Borings are estimated to consist of the following:
  - 2 borings to a depth of 20 feet within the at-grade or fill areas

- Borings shall occur within the limits of the existing roadway edge and the ROW line, dependent upon utilities and access.
  - Borings will be marked for surveying of ground elevations and coordinates in order to locate in the plans. Backfill borings with cuttings from the boring or gravel.
  - Perform laboratory testing to characterize the uniformity and strength for the soils. Laboratory testing will include: USCS Soil Classification, Atterberg Limits, sieve analyses, moisture content, consolidated drained direct shear test and unconfined compression tests.
  - For spread footing walls, recommend the design soil lateral earth pressure and provide bearing capacity, sliding and slope stability analyses and evaluate the settlement of the wall.
5. Prepare Geotechnical report to include the summary of field investigations, laboratory testing results, recommended pavement design and recommendations for retaining wall foundations.

## **FC 120 - Environmental Documentation**

The Environmental Services will include all studies and documentation required for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF) and the City of Round Rock. The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

### **A. Data Collection Process:**

1. Data Collection & Field Reconnaissance: Collect readily available environmental information relative to the project area from the appropriate local, state, and federal agencies. A regulatory records review will be performed to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor. A site reconnaissance will be conducted to visually inspect the project site for additional risks and field verify any environmental risks as identified by the review.

### **B. Hazardous Materials Initial Site Assessment**

1. A Hazardous Materials Initial Site Assessment (ISA) shall be completed, based on the regulatory records review and field reconnaissance conducted during the data collection process. This ISA will identify potential hazardous material sites that may be impacted by the proposed project.

### **C. Section 404 Clean Water Act Compliance**

1. A wetland determination will be conducted in the project area and summarized in a delineation report. Specific impacts of the project on waters of the U.S. will be determined, measures to minimize the impacts will be identified. A revised report will discuss

applicable Section 404 options in accordance with the current permits and conditions.

2. Authorization under section 404 of the Clean Water Act will be obtained. For the purposes of this scope & fee, it is assumed that permitting would not include the preparation of either a Pre-construction Notification or Individual Permit to the USACE.

#### **D. Endangered Species Act Compliance**

1. An analysis of the project's effects on federally listed threatened and endangered species will be conducted and reported in a letter to document the project's compliance with the Endangered Species Act. In addition to background research, a site visit would be conducted to assess the habitat relative to the habitat requirements of the federally listed species of potential occurrence in the project area. For the purposes of this scope and cost estimate, it is assumed that no federally listed species or suitable habitat would be impacted by the proposed project.

#### **E. Texas Antiquities Code (TAC) Compliance**

1. A background search of the appropriate files at the Texas Archeological Research Laboratory and the Texas Archeological Sites Atlas will be conducted to locate any known archeological sites within the project area.
2. A project initiation letter and Texas Antiquities Permit application and associated scope of work will be prepared for submittal to the City, and the THC. Coordination with the THC will also be conducted regarding the project scope and compliance requirements.
3. A survey will be conducted and will be of sufficient intensity to determine the nature, extent, and if possible, potential significance of any cultural resources located with the project area. The survey will consist of a 100 percent pedestrian survey with shovel testing as necessary.
4. An intensive survey report will be produced, in accordance with the full report guidelines as outlined by the THC's Rules of Practice and Procedure, if any historic or prehistoric sites are discovered during the survey. If no cultural resources are found during the survey, then a short report format will be followed. The report will evaluate, to the extent feasible, the potential for designation of the recorded archeological sites as State Archeological Landmarks, and for eligibility to the National Register of Historic Places (NRHP) at the survey level of effort consistent with the TAC and Section 106 of the National Historic Preservation Act. The report will be coordinated with the THC, respond to any comments, and provide documentation of the coordination to the City.
5. Project records, forms, artifacts, photos, and documentation will be submitted to the THC, and to an appropriate curation facility along with report final copies to complete the TAC permit per THC requirements.
6. The following assumptions have been made based on an initial project review and the likely outcome of the survey:
  - No federal funding and no NHPA Section 106 coordination
  - No backhoe trenching or deep subsurface prospection costs
  - No new archeological sites identified
  - Excludes any additional field or archival investigations of any kind recommended by the THC following review of survey report
  - No survey of any project elements outside of a 200 foot survey corridor
  - Archival study within 500 feet of either side of project centerline

Submittals of draft versions will be made electronically with PDF's and Word versions submitted via email. Final submittal includes one hard copy and submitting PDF copies.

The Public Involvement Services will include two (2) Property Owner Meetings and two (2) Public Meetings. The intention of the Public Involvement Services is to work closely with property owners, residents, local business owners and the community to collect and incorporate input and provide updates on the project as they become available.

#### **F. Project Contact Database**

1. (NLA) Develop and maintain a project contact database in Excel format which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and other interested stakeholders.
2. Include mailing addresses and email addresses as available.

#### **G. Property Owners Meetings (up to 2)**

1. (NLA) Assist the City by creating and posting website updates regarding the property owners meetings.
2. (RTG) Prepare exhibits in preparation for the meetings.
3. (RTG) Provide one (1) PI staff member at the meetings to document the contents of the meeting, in a meeting summary and one engineering staff member to answer questions.

#### **H. Public Meetings (up to 2)**

1. (NLA) Assist the City in establishing dates and advertising the meetings (via project website, emails and handouts). Assumes City staff will schedule the meetings at a city venue.
2. (RTG) Prepare exhibits for the meetings
3. (NLA) Prepare sign-in sheets, comment forms, and a fact sheet for the meeting.
4. Provide one (1) PI staff member at the meetings to facilitate sign in, gather comments and document the contents of the meeting through photography, combining them into a meeting summary that include:
  - Copies of notification efforts
  - Copies of the sign-in sheets
  - Copies of comment received, and
  - Photo documentation

#### **I. Website Updates (up to 3)**

1. Prepare information and photos/exhibits identified by the City of Round Rock regarding the project to be disseminated on the project webpage maintained by the City. Information will be prepared in accordance with website guidelines from the City of Round Rock. The updates will provide general information about the project, including milestones, schedule, and public input opportunities. Upon receipt of the City's

comments on draft website materials, the Engineer shall prepare the final website materials.

**J. Email Updates (Up to 3)**

1. Prepare project information and photos/exhibits identified by the City of Round Rock to be distributed electronically to the stakeholder database where emails are available. Information must be approved by the City prior to distribution and will focus on project milestones, schedule and public input opportunities. Updates may be developed in response to comments from the project email site ([Gattisimprovements@roundrocktexas.gov](mailto:Gattisimprovements@roundrocktexas.gov)).

**FC 130 – Right-of-Way Data/Utilities**

All standards, procedures and equipment used by the Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

The Engineer shall locate the existing ROW within the project limits from the current project control monuments and prepare a layout map for the project.

- A. Right-of-Way Map.** The Engineer shall obtain information on existing ROW and property information from as-built plans, ROW maps, and tax records and prepare a base map depicting the information.

The Engineer shall review and evaluate the existing ROW plus the limits of proposed ROW acquisition to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the existing/proposed ROW. The Engineer shall notify the City in writing if it is necessary to obtain additional construction easements or rights-of-entry and shall provide justification for such action. The Engineer shall be responsible for identifying and delineating any temporary construction easements in areas outside the existing/proposed ROW.

- B. Utility Locations.** The Engineer shall research available existing utility records and perform in-field utility verification (Quality Level C and D) with the objective of surveying and plotting visible above-ground utility features and using professional judgment in correlating those findings with utility records within the project limits. The lateral limits of the utility designating investigation are the greater extent of the existing ROW, proposed ROW, or temporary construction easements along the project route. To accomplish this scope of work, the Engineer will perform the following tasks:

1. Contact the applicable “one call” agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.).

2. Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
3. Interview available utility owners for needed clarification, resolution and found discrepancies, and details not provided on the record drawings.
4. Map the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, storm sewer and utility service lines. Irrigation lines are not included in this scope.
5. Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as “unknown” facilities.
6. In-field utility verification (Quality Level A and B). Gather QL-B data at the intersections of AW Grimes Blvd., South Creek Drive, Double Creek Drive plus an additional 500’ and gather QL-A data at 10 locations. Proposed locations of 500’ of QL-B and QL-A will be determined after the Initial submittal. (Right-of-way permitting and maintenance of traffic for lane closures is not anticipated and is therefore not included).

**C. Boundary Surveying and Parcel Preparation.** The Engineer shall perform the following tasks to assist with the acquisition of the proposed ROW as identified in the Layout:

1. Perform sufficient field surveying operations to locate property corners and confirm existing ROW configuration
2. Perform sufficient deed research and boundary analysis to prepare a property schematic of the overall project. This task will not include procuring a limited Title Abstract to be used for preliminary submittals and updated with title commitment for title review.
3. Prepare ROW parcels for acquisition and dedication to the City of Round Rock. Deliverables will consist of a metes and bounds description and accompanying survey plan for each parcel (estimated at 13 parcels adjacent to the northern ROW and 18 parcels adjacent to the southern ROW for a total of 31 parcels).
4. Establish appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets. All monuments to be set will be 5/8” iron rods with aluminum caps.
5. The Engineer shall prepare and submit a ROW Plan Set of the entire project limits. The plan set will depict ROW conditions existing and proposed, parcel numbering protocols, areas, and current ownership and/or legal descriptions, planimetric entities, and other pertinent data.

**FC 140 – Project Management and Administration**

- A. Prepare invoices and monthly written progress reports.

- B. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- C. Meet on a scheduled basis with the City to review project progress (6 Maximum).
- D. Prepare, distribute, and file both written and electronic correspondence.
- E. Implement and execute QAQC plan.

### **FC 150 – Field Surveying and Photogrammetry**

It shall be the responsibility of the Engineer to secure right of entry to private property for the purpose of performing any surveying, environmental, engineering or geotechnical activities. The Engineer shall not commit acts which will result in damages to private property and the Engineer will make every effort to comply with the wishes and address the concerns of private property owners.

**A. Field Surveying.** The Engineer shall verify the benchmark coordinates and establish additional horizontal and vertical control for the project. The Engineer shall provide supplemental field surveying services necessary to verify the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, to tie the soil boring locations, and update topography. Coordinate geometry shall be based on and tied into State plane surface coordinate system. The Engineer shall provide:

1. Horizontal and Vertical Control Surveys (Project Control):

The maximum distance between control points shall not exceed 1500 feet. The coordinate location and elevation of control points or center panel points based on GPS surveys conducted by the Surveyor shall meet standards of accuracy as set forth below.

**DATUM.** All coordinates shall be based on the North American datum (NAD) 83 (1993 Adjustment). All elevations shall be based on the North American vertical datum (NAVD) of 1988

Additionally, the Engineer shall locate previously set control points and benchmarks established by and for projects in the adjacent near proximity; establish benchmark circuit (run levels) throughout the Project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the Project; tie benchmarks (station/offset) to Project baseline. Perform the benchmark circuits in accordance with good surveying practices.

2. Horizontal and Vertical Control Sheets. The Engineer's Surveyor shall prepare a Horizontal and Vertical Control Sheet, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The Horizontal and Vertical Control sheet identifies the

primary survey control and the survey control monumentation used in the preparation of the project.

The following information should be shown on the Horizontal\Vertical Control Sheet:

- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
  - Monumentation set for Control (Description and Location ties).
  - Surface Adjustment Factor and unit of measurement.
  - Coordinates (SPC Zone and surface or grid).
  - Relevant metadata.
  - Graphic (Bar) Scale.
  - Placement of note “The survey control information has been accepted and incorporated into this PS&E” which is signed, sealed and dated by a Texas Professional Engineer.
  - RPLS signature, seal and date.
3. Perform datum ties as required. If required, establish an elevation base on the project control’s datum to other public entities published benchmarks.
  4. Profile and cross section project limits, intersecting streets and driveways. Survey limits along Gattis School Road should extend 20-feet (min.) beyond the existing or proposed ROW as currently defined by the Corridor Study defined by others. Survey limits for intersecting streets should extend 300 feet from the centerline of Gattis School Road. Driveway ties should be based on proposed ROW limits. Existing trees within the survey limits are to be tied to with a description of tree type and size.
  5. Cross section four (4) drainage channels for a distance of 500 feet each way outside the ROW lines. Cross sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross sections shall cover the top of the channel over bank extending at least 50 feet beyond. Cross section data shall include flow line of the channel. Roadway elevations, in the vicinity of all culverts should be included.
  6. Cross sections the limits of an existing concrete weir spillway structure, located upstream of the project.
  7. Secure right-of-entry, as needed for the project. The Engineer shall not commit acts which will result in damages to private property and the Engineer will make every effort to comply with the wishes and address the concerns of private property owners.
  8. Tie to visible existing underground and overhead utilities (location, elevation, size and direction). This information will be combined with the record drawings to develop a single “existing utility” DGN file. Obtain the top elevation and outside visible perimeter shots of all utility manholes, pull boxes, junction boxes, meters, valves, etc. Provide flowline shoots and direction on all incoming and outgoing conduits in sanitary sewer manholes.

9. Obtain profiles of existing drainage facilities. Obtain the top elevation and outside visible perimeter shots of all drainage junctions such as inlets, manholes, accessible junction boxes, etc. Obtain the flowline and direction of all conduits entering and exiting all drainage structures. If silt is present, remove as much as feasible to provide an accurate flowline shot. Provide the type and size of all conduits include pipes and box culverts.
10. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits. Traffic shall be controlled in and near surveying operations adequately to comply with the latest edition of the TMUTCD.
11. Tie down soil boring locations by station, offset and surface elevation.
12. If at any time during the contract period, the Surveyor encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by the City, the Surveyor shall notify the City in writing immediately with a complete description of the circumstances encountered.
13. The following definitions shall apply:
  - DGN – Two-dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.
  - DTM – Three-dimensional digital model of the ground containing those features necessary to define surface relief. A three-dimensional model does not normally contain those planimetric features not necessary to define relief.
  - Horizontal and vertical ground control-Survey control points for which the X and Y coordinate and elevation have been determined by on the ground surveys.

**B. Digital Planimetric Mapping (DGN) and Digital Terrain Modeling (DTM).**

1. The Surveyor shall prepare DGN files covering the specific work location, meeting the City's standards and specifications. All areas obscured by vegetation or other obstructions resulting in voids shall be surveyed on the ground.
2. The Surveyor shall prepare DTM files covering the specific work location, meeting the City's standards and specifications. All areas obscured by vegetation or other obstructions resulting in voids shall be surveyed on the ground.
3. The Surveyor shall provide DGN and DTM files on a medium and in a format acceptable to the City.

**FC 160 – Roadway Design**

**A. Geometric Design.** The Engineer shall:

Develop a geometric schematic layout (Layout) for the full length of the project to be reviewed and approved by the City. The Layout shall consist of a planimetric file of existing features, the proposed improvements and identification of ROW acquisition requirements.

The Layout shall also include the following features: existing/proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, signals, guard rail, limits of retaining walls (if applicable) and water surface elevations for various rainfall frequencies, etc. Existing major subsurface and surface utilities shall be shown. The proposed alignment shall avoid, as much as possible, the relocation of existing utilities. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets.

Coordination with adjacent segment engineers will be required during the development of the Layout

**B. Roadway Plans.** The Engineer shall:

Make final refinements to the horizontal/vertical geometry and continue with the development of detailed plans. Effort will include development and/or updates to the following:

1. Title Sheet/Project Layouts
2. Typical Sections
3. Plan and Profile
4. Intersection/Driveway Details
5. Others (HAL Data, Removal Layouts, Misc. Roadway Details)
6. Update model/design cross sections

**FC 161 – Drainage**

**A. Drainage Report.** The Engineer shall use data from as-built plans and FEMA maps to locate drainage outfall(s) and to determine proposed culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry. The Engineer shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate roadside channels and side slopes. The study will identify the water surface elevations for the 2, 5, 10, 25, 50 and 100-year storm events, identify and locate outfalls, provide an offsite drainage area map, on-site drainage area maps, and provide a drainage report identifying the results of the study. The Engineer shall evaluate the adequacy of the existing drainage structures. If existing structures are found to be inadequate, the Engineer shall perform a hydraulic analysis to determine a proposed replacement structure size in order to determine if the existing or proposed roadway vertical profiles will accommodate the proposed structure.

**B. Culvert and Storm Drain Design.** The Engineer shall design all conventional storm drainage and cross drainage in conformance with the latest edition of the City's Design and Construction Standards unless otherwise directed in writing. Storm drain design shall be performed using GEOPAK Drainage. Cross drainage design shall be performed using Geopak Drainage, HY 8 or HEC RAS. The Engineer shall continue with development of detailed plans. Effort will include development and/or updates to the following:

1. On and Off-site Drainage Area Maps.
2. Hydraulic Computations (Run-off and Inlet, and Storm Drain)
3. Storm Drain Plan/Profile
4. Storm Drain Profiles
5. Others (Misc. Drainage Details)
6. Storm Water Pollution Prevention Plan/Temp. Erosion Sediment Control Plan
7. Permanent Erosion Control Plan.

**C. Culvert Layout and Detailing of Drainage Features.** The Engineer shall use standard details were practical. Effort will include development and/or updates to the following:

1. Culverts Layouts: New culverts; culvert replacement.
2. Outfall channels

#### **FC 162 – Signing, Pavement Markings, Signals and Illumination**

**A. Signing and Pavement Markings.** The Engineer shall develop signing and pavement marking layouts to include: striping, small signs, delineators and MBGF locations. Small sign details will be prepared for non-standard signs.

**B. Signals.** The Engineer shall develop temporary and permanent signal layouts and details at the following intersections: Windy Park Drive, AW Grimes Blvd., South Creek Dr. and Double Creek Dr. The temporary signals assume a three phase traffic control plan and signal layouts will be prepared for each phase.

**C. Illumination.** The Engineer shall use standard details were practical. Effort will include development and/or updates to the following:

1. Illumination Layouts – The Engineer will design street lighting using arterial roadway criteria (i.e. 200 – 250' spacing) and photometric analysis.
2. Electrical Schematic Plan – The Engineer shall provide electrical circuit plans and details.
3. Electrical Service Coordination- The Engineer shall coordinate with the utility providers and the City in identifying the power source.

#### **FC 163 – Miscellaneous**

Miscellaneous task includes: utility coordination/layouts, TCP, retaining wall layouts, the final assembly of the construction plans, specifications and estimate, traffic The Engineer shall provide the following services:

**A. Retaining Walls**

1. Retaining Wall Layouts – 2 walls assumed with 800’ (max) total length
2. Retaining Wall Boring Logs
3. Retaining Wall Horizontal Alignment Data
4. Retaining Wall Typical Sections
5. Retaining Wall Global Stability

**B. Traffic Control Plan**

1. Narrative Sequence of Construction
2. Typical Sections
3. Traffic Control Plan
4. Detour Layouts
5. Safety Review Meeting
6. Construction Schedule

**C. Water/Wastewater**

1. Meetings – The Engineer will attend a maximum of 6 meetings with the City to coordinate, discuss status and address review comments.
2. Route/Size Coordination – The Engineer will meet with City staff to determine the desired location and coordinate the water line diameter for the proposed facilities. It is assumed the City will provide the required design flows for the water and wastewater facilities.
3. Existing Service Connection – The Engineer will work with the City to obtain site plans for existing tracts along the alignment to determine the quantity and locations of existing water and wastewater connections. It is assumed the Engineer will make a formal request for existing site plans and the City will research and provide the requested plans.
4. Construction Drawings – The Engineer will prepare utility plan and profile sheets (estimated at 18 plan sheets). Additionally, utility detail sheets will be prepared as needed (estimated at 10 detail sheets). It is assumed from the City GIS records that there are no pressure reducing valve and vaults.
5. Technical Specifications – The Engineer will review City standard specifications and provide special provisions as applicable.

**D. Utility Coordination** – The Engineer shall prepare existing Utility Layout, identify and coordinate with each utility company for relocations required. The Engineer shall attend utility coordination meetings (12 maximum), as requested to facilitate utility conflict identification and resolution. The Engineer shall coordinate with the City to determine the location of each existing and proposed utility.

**E. Quantities/Summary Sheets** - Updated summary sheets should be provided at the 60%, 90% and Final submittals.

**F. Standards, Specifications and Estimate** – Updated estimates should be provided at the 60%, 90% and Final submittals.

**G. Preparation of Bid Documents/Review Bids**

### **Deliverable/Submittal Requirements**

At each submittal, Engineer will provide a pdf of submitted documents and a flash drive containing native files (CADD files, calculation spreadsheets, roadway and drainage models, etc) to the City.

### **Initial Submittal (Geometric Schematic)**

Provide the City with all required items, including four (4) paper copies and one (1) pdf copy for review of the items below.

1. Preliminary Geometric Schematic
2. Preliminary Property Schematic
3. Preliminary Sequence of Construction Layouts
4. Preliminary Drainage Report
5. Preliminary Geotech Reports
6. Preliminary Construction Cost Estimate
7. Preliminary Supporting Documents: Cost Estimate, Design Summary Form, Design Cross Sections, Potential Utility Conflicts, etc.

### **30% Submittal (Final Geometric Schematic/ROW Limits)**

Upon addressing the review comments, the Engineer will provide the City with all required items, included four (4) paper copies and one (1) pdf copy of the items below.

1. Final Geometric Schematic
2. Final Property Schematic/Draft ROW Plan Set
3. Final Sequence of Construction Layouts
4. Final Drainage Report
5. Final Geotech Reports
6. Updated Supporting Documents: Cost Estimate, Design Summary Form, Design Cross Sections, Environmental Documents, Potential Utility Conflicts, Preliminary Construction Timeline, Review Comment Resolution Log, etc.

### **60% Submittal (PS&E)**

Following approval of the geometric schematic, the Engineer will provide the City with all required items, included four (4) paper copies and one (1) pdf copy of the items below.

1. Plans w/o standards
2. Updated ROW Plan Set
3. Utility Layouts/Status
4. Updated Supporting Documents: Cost Estimate, Design Summary Form, Design Cross Sections, Environmental Documents, Construction Timeline, etc.

**90% Submittal (PS&E)**

The Engineer will provide the City with all required items, included four (4) paper copies and one (1) pdf copy of the items below.

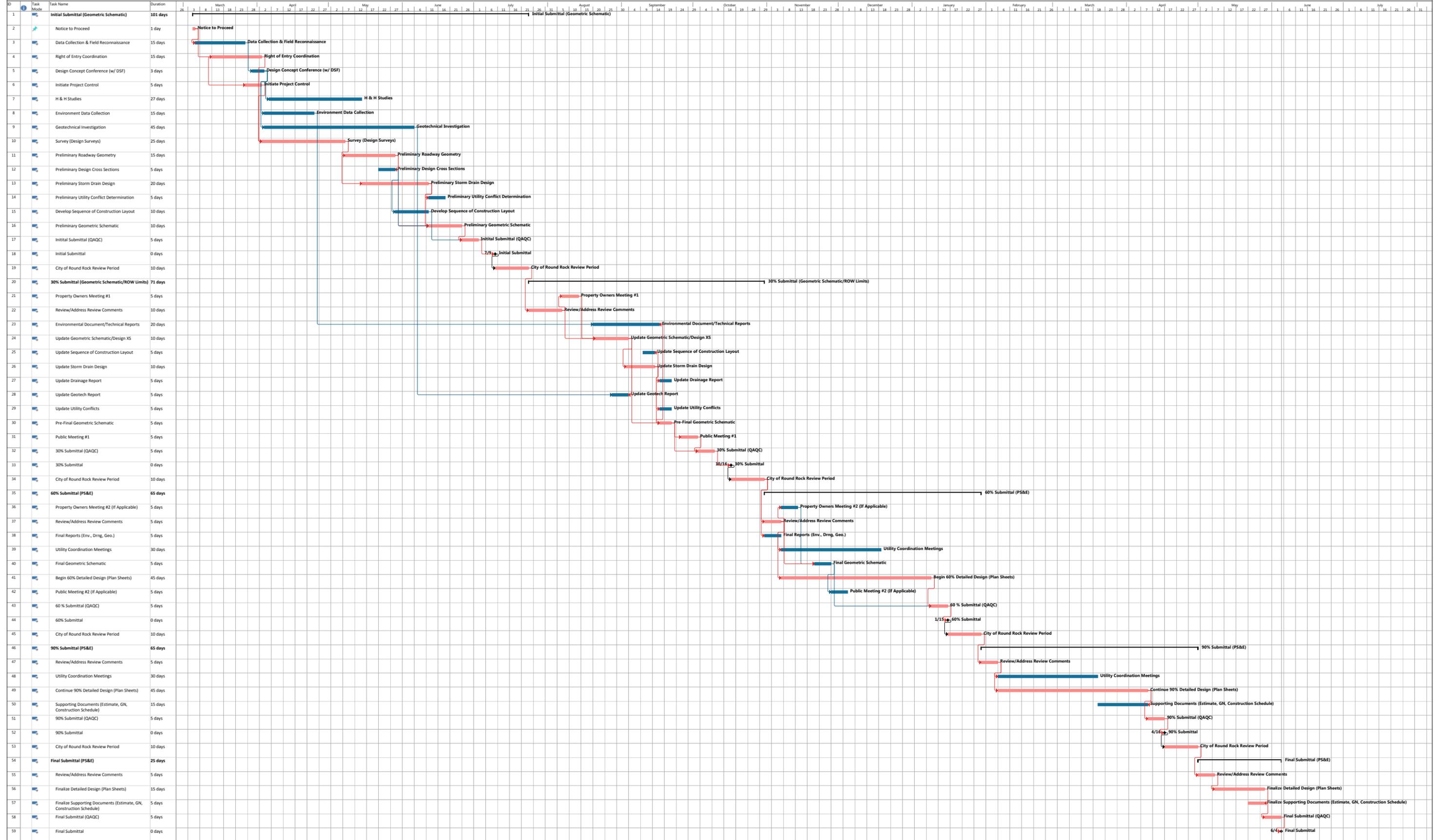
1. Updated Plans w/ standards
2. Final ROW Plan Set
3. Utility Layouts/Status
4. Updated Supporting Documents: Cost Estimate, Design Summary Form, Design Cross Sections, Environmental Documents, Construction Timeline, General Notes, Special Specification/Provisions, etc.

**Final Submittal (PS&E)**

The Engineer will provide the City with all required items, included four (4) paper copies and one (1) pdf copy of the items below.

1. Final Plans w/ standards
2. Final ROW Plan Set
3. Final Utility Layouts/Status
4. Final Supporting Documents: Cost Estimate, Design Summary Form, Design Cross Sections, Environmental Documents, Construction Timeline, General Notes, Special Specification/Provisions, Bid Forms, etc.

Exhibit C - Work Schedule



## Exhibit D Fee Schedule

RODRIGUEZ TRANSPORTATION GROUP, Inc. Estimate of Engineering Services Budget								City of Round Rock Gattis School Road (Segment 3)	
TASK	RODRIGUEZ TRANSPORTATION GROUP, INC.	CORSAIR CONSULTING LLC	COX McLAIN ENV. CONSULTING INC.	HDR ENGINEERING INC.	INLAND GEODETICS LLC	K FRIESE & ASSOCIATES INC.	NANCY LEDBETTER & ASSOCIATES INC.	TOTAL COST	
FC 110 Route and Design Studies; Geotechnical Investigation	\$28,656.92	\$29,301.20	\$1,395.00	\$2,768.00	\$0.00	\$5,915.40	\$0.00	\$68,036.52	
FC 120 Environmental Documentation	\$13,708.02	\$0.00	\$16,020.75	\$0.00	\$0.00	\$0.00	\$35,898.00	\$65,626.77	
FC 130 ROW Data/Utilities	\$5,410.68	\$0.00	\$0.00	\$0.00	\$136,466.00	\$0.00	\$0.00	\$141,876.68	
FC 140 Project Management and Administration	\$40,390.32	\$0.00	\$870.50	\$5,216.00	\$6,260.00	\$6,003.00	\$5,542.00	\$64,281.82	
FC 150 Field Surveying and Photogrammetry	\$2,617.52	\$0.00	\$0.00	\$0.00	\$54,152.00	\$0.00	\$0.00	\$56,769.52	
FC 160 Roadway Design	\$132,279.22	\$0.00	\$0.00	\$2,420.00	\$0.00	\$0.00	\$0.00	\$134,699.22	
FC 161 Drainage	\$132,957.24	\$0.00	\$0.00	\$4,340.00	\$0.00	\$0.00	\$0.00	\$137,297.24	
FC 162 Signing, Pavement Markings, Signals and Illumination	\$11,430.42	\$0.00	\$0.00	\$121,271.00	\$0.00	\$0.00	\$0.00	\$132,701.42	
FC 163 Miscellaneous	\$77,953.86	\$0.00	\$0.00	\$3,544.00	\$0.00	\$54,226.10	\$0.00	\$135,723.96	
<b>Subtotal - Labor</b>	<b>\$ 445,404.20</b>	<b>\$ 29,301.20</b>	<b>\$ 18,286.25</b>	<b>\$ 139,559.00</b>	<b>\$ 196,878.00</b>	<b>\$ 66,144.50</b>	<b>\$ 41,440.00</b>	<b>\$ 937,013.15</b>	
Subtotal - Other Direct Expenses	\$ 46,050.60	\$ 24,228.00	\$ 1,353.00	\$ 195.50	\$ 1,307.20	\$ 412.50	\$ 2,477.50	\$76,024.30	
<b>GRAND TOTAL</b>	<b>\$ 491,454.80</b>	<b>\$ 53,529.20</b>	<b>\$ 19,639.25</b>	<b>\$ 139,754.50</b>	<b>\$ 198,185.20</b>	<b>\$ 66,557.00</b>	<b>\$ 43,917.50</b>	<b>\$ 1,013,037.45</b>	

**Exhibit D - FEE SCHEDULE**

**RODRIGUEZ TRANSPORTATION GROUP, INC. (RTG)**  
**Estimate of Engineering Services Budget**

City of Round Rock  
 Gattis School Road (Segment 3)

Rodriguez Transportation Group, Inc.	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Sr. Engineer Specialist	Sr. Engineer Tech	Engineer Tech	Admin/ Clerical	Total Hours	Total Labor Cost
		\$212.46	\$186.97	\$158.64	\$127.48	\$96.32	\$141.64	\$124.64	\$84.98	\$65.15		
<b>FC 110 Route and Design Studies; Geotechnical Investigation</b>												
<b>A. Data Collection and Field Reconnaissance</b>												
1. Secure and review available misc. data		4	4	4					2		14	\$2,402.24
2. Secure and review site plans (existing & proposed)		4	4	4		6			2		20	\$2,980.16
3. Secure and review available flood plain information			6								6	\$1,121.82
4. Conduct field reconnaissance and photographic record		4	4	4		4					16	\$2,617.56
<b>B. Develop design criteria (roadway and drainage)</b>												
C. Develop preliminary sequence of construction exhibit		4			40		25	25			94	\$12,806.04
D. Develop preliminary cost estimate		2	2	2			8				14	\$2,249.26
E. Prepare for and attend DCC meeting		6	4	4							14	\$2,657.20
F. Geotech & Pavement Design (Support Only)		2									2	\$424.92
<b>FC - 110 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>30</b>	<b>28</b>	<b>18</b>	<b>40</b>	<b>10</b>	<b>33</b>	<b>25</b>	<b>4</b>	<b>0</b>	<b>188</b>	<b>\$28,656.92</b>
<b>FC 120 Environmental Documentation</b>												
<b>A. Data Collection Process (Review Only)</b>												
B. Hazardous Materials Initial Site Assessment (Review Only)		2									2	\$424.92
C. Section 404 Clean Water Act Compliance (Review Only)		2									2	\$424.92
D. Endangered Species Act Compliance (Review Only)		2									2	\$424.92
E. Texas Antiquities Code Compliance (Review Only)		2									2	\$424.92
F. Project Contact Database (Review Only)		1									1	\$212.46
G. Property Owners Meetings (up to 2)		4	4	4			8				20	\$3,365.40
H. Public Meetings (up to 2)		8	8	8			16				40	\$6,730.80
I. Website Updates (up to 3) (Review Only)		3									3	\$637.38
J. Email Updates (up to 3) (Review Only)		3									3	\$637.38
<b>FC - 120 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>29</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>77</b>	<b>\$13,708.02</b>
<b>FC 130 ROW Data/Utilities</b>												
<b>A. Right-of-Way Map</b>												
1. Prepare base map of existing ROW/parcel boundaries (Review Only)		2		2							4	\$742.20
2. Review design data to confirm existing/proposed ROW (Review Only)		2		2							4	\$742.20
<b>B. Utility Locations</b>												
1. Request marking of underground utilities and field tie											0	\$0.00
2. Secure record drawings of all utilities along the corridor											0	\$0.00
3. Reconcile differences (record drawings and field data) (Review Only)		2		2							4	\$742.20
<b>C. Boundary Surveying and Parcel Preparation</b>												
1. Locate property corners and confirm existing ROW limits											0	\$0.00
2. Prepare property schematic of the overall project		2		2			12				16	\$2,441.88
3. ROW documents (35 parcels) (Review Only)		2		2							4	\$742.20
4. Establish monuments on the proposed ROW											0	\$0.00
<b>FC - 130 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>\$5,410.68</b>
<b>FC 140 Project Management and Administration</b>												
A. Prepare Invoices and Monthly Progress Reports (12 Mo.)		24									24	\$5,099.04
B. Develop and maintain work schedule		6									6	\$1,274.76
C. Prepare for and attend City meetings (up to 6)		24	8	8			8				48	\$8,997.04
D. Project file maintenance (12 Mo.)		12									12	\$2,549.52
E. Implement and execute QAQC plan (schematic, 60%, 90% and Final)		12	12	40			80				144	\$22,469.96
<b>FC - 140 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>78</b>	<b>20</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>234</b>	<b>\$40,390.32</b>
<b>FC 150 Field Surveying and Photogrammetry</b>												
<b>A. Field Surveying</b>												
1. Project Control											0	\$0.00
2. Project Control Sheets											0	\$0.00
3. Datum Ties											0	\$0.00
4. Field Surveys											0	\$0.00
5. Field survey (drainages channels)											0	\$0.00
6. Field surveys (existing concrete weir)											0	\$0.00
7. Secure right of entry											0	\$0.00
8. Tie visible utilities and develop DGN file											0	\$0.00
9. Profile existing drainage facilities											0	\$0.00
10. Provide traffic control for survey activities											0	\$0.00
11. Tie soil boring locations											0	\$0.00
<b>B. Digital Planimetric Mapping (DGN) and DTM</b>												
1. Planimetric (DGN) file (Review Only)		2		2			4				8	\$1,308.76
2. DTM File (Review Only)		2		2			4				8	\$1,308.76
<b>FC - 150 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$2,617.52</b>
<b>FC 160 Roadway Design</b>												
<b>A. Geometric Design (Geometric Layout)</b>												
1. Develop horizontal alignments		4		8							12	\$2,118.96
2. Develop and refine vertical profiles		4		8	8						20	\$3,138.80
3. Develop typical sections		2		4			8				14	\$1,830.04
4. Develop 3D model (design cross sections)		8	20				120				148	\$22,435.88
5. Establish proposed ROW limits		4	4	4							12	\$2,232.28
6. Prepare and refine Geometric Layout		8	8	8		25	25				74	\$10,413.56
<b>B. Roadway Plans</b>												
1. Title-Index Sheets/Project Layouts		5	5	10	10	25	15	10			75	\$9,702.50
2. Typical Sections (plus Utility)		7	7	14	14	35		15	10		95	\$11,583.50
3. Plan & Profile		10	10	20	20	40		25	25		140	\$16,940.30
4. Intersection/Driveway Details		13	13	26	26	60		20	20		165	\$20,172.70
5. Others (HAL Data, Removal Layouts, Misc Rdwy Details)		15	15	15	15	75		20	20		160	\$18,895.10
6. Update 3D Model (design cross sections)		4		4			80				88	\$12,815.60
<b>FC - 160 Subtotal - Labor Hrs.</b>	<b>50</b>	<b>84</b>	<b>32</b>	<b>121</b>	<b>93</b>	<b>268</b>	<b>240</b>	<b>90</b>	<b>75</b>	<b>0</b>	<b>1003</b>	<b>\$132,279.22</b>
<b>FC 161 Drainage</b>												
<b>A. Drainage Report (Summary of Preliminary Design)</b>												
B. Preliminary Culvert and Storm Drain Design			40	40		30	20			12	142	\$20,328.60
<b>1a. On-site Drainage Area Maps</b>												
1b. Off-site Drainage Area Maps		10	16	16		40	48				120	\$16,181.28
		1	4	8			8				20	\$3,150.12

2a. Hydraulic Computations (Runoff, Inlet & Storm Sewer)			8	8	16	16	27				75	\$10,169.96
2b. Hydraulic Computations (Culverts)	4		8	8		8	8				32	\$4,668.56
2c. Hydraulic Computations (Channels)	1		2	2		2	2				8	\$1,167.14
3. Storm Drain Plan/Profile	10		30	50		20	80				180	\$26,798.70
4. Storm Drain Profiles			12	16		16	16				60	\$8,589.24
5a. Others - Misc Details	8		20	30		15	15				80	\$12,068.00
6a. SW3P	1			16							16	\$2,538.24
6b. ESCP Plans	10		20	30		15	15				80	\$12,068.00
<b>C. Culvert Layouts</b>												
1. Preliminary Cross Culvert Layouts (4 Culverts)	4		8	10		20	42				80	\$10,957.44
2. Preliminary outfall channel layouts	2		4	12		8	6				30	\$4,271.96
3. Miscellaneous Structural Details											0	\$0.00
<b>FC - 161 Subtotal - Labor Hrs.</b>	<b>51</b>	<b>0</b>	<b>172</b>	<b>246</b>	<b>16</b>	<b>190</b>	<b>287</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>923</b>	<b>\$132,957.24</b>
<b>FC 162 Signing, Pavement Markings, Signals and Illumination</b>												
A. Signing and Pavement Markings	7	7		10	10	30		20	20		97	\$11,430.42
B. Signals											0	\$0.00
C. Illumination											0	\$0.00
1. Illumination Layouts											0	\$0.00
2. Electrical Circuit Plan											0	\$0.00
3. Power Source Identification											0	\$0.00
<b>FC - 162 Subtotal - Labor Hrs.</b>	<b>7</b>	<b>7</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>30</b>	<b>0</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>97</b>	<b>\$11,430.42</b>
<b>FC 163 Miscellaneous</b>												
A. Retaining Walls												
1. Retaining Wall Layouts	2	2		20		18					40	\$5,331.48
2. Retaining Wall Boring Logs	1						6				6	\$849.84
3. Retaining Wall Horizontal Alignment Data	1						4				4	\$566.56
4. Retaining Wall Typical Sections	1			4				4			8	\$1,133.12
5. Retaining Wall Global Stability				8							8	\$1,269.12
B. Traffic Control Plan												
1. Narrative Sequence of Construction	2	2		8		6					16	\$2,271.96
2. Typical Sections	2	2		8		8		6			24	\$3,212.44
3. Traffic Control Plan (2 phases + advance warning signs)	15	15		24	24	75		12	12		162	\$19,793.22
4. Detour Layouts	1				5	10					15	\$1,600.60
5. Safety Review Meeting		4		4							8	\$1,484.40
6. Construction Schedule		2			8						10	\$1,444.76
C. Water/Wastewater												
1. Attend coordination meetings (up to 6)											0	\$0.00
2. Route/Size Coordination											0	\$0.00
3. Existing Service Connections											0	\$0.00
4. Construction Drawings											0	\$0.00
5. Technical Specifications											0	\$0.00
6. Permitting											0	\$0.00
D. Utility Coordination												
1. Prepare Existing Utility Layouts	10	10		10		20			40		80	\$9,036.60
2. Identify potential utility conflicts and develop log		8		4			4				16	\$2,900.80
3. Attend utility coordination meetings (up to 12)		36							16		52	\$9,008.24
4. Coordinate with City to establish utility assignments		4		4							8	\$1,484.40
E. Quantities/Summary Sheets	8			8	8	8			8		32	\$3,739.36
F. Standards, Specifications and Estimate (60%, 90%, Final)		8		8		20	24		20		80	\$9,994.16
G. Preparation of Bid Documents/Review Bids		8					8				16	\$2,832.80
<b>FC - 163 Subtotal - Labor Hrs.</b>	<b>43</b>	<b>101</b>	<b>0</b>	<b>110</b>	<b>45</b>	<b>165</b>	<b>46</b>	<b>22</b>	<b>96</b>	<b>0</b>	<b>585</b>	<b>\$77,953.86</b>
<b>TOTAL SHEETS</b>	<b>151</b>											
<b>Total - Labor Hours</b>		<b>343</b>	<b>264</b>	<b>579</b>	<b>204</b>	<b>663</b>	<b>738</b>	<b>157</b>	<b>195</b>	<b>12</b>	<b>3155</b>	
<b>Total - Labor Cost</b>		<b>\$72,873.78</b>	<b>\$49,360.08</b>	<b>\$91,852.56</b>	<b>\$26,005.92</b>	<b>\$63,860.16</b>	<b>#####</b>	<b>\$19,568.48</b>	<b>\$16,571.10</b>	<b>\$781.80</b>		<b>\$445,404.20</b>
<b>DIRECT EXPENSES</b>												
Photocopies BW (11"x17")						sheets @	\$0.20 / sheet					\$0.00
Photocopies BW (8.5"x11")						sheets @	\$0.15 / sheet					\$0.00
Photocopies Color (11"x17")						sheets @	\$1.50 / sheet					\$0.00
Photocopies Color (8.5"x11")						sheets @	\$0.75 / sheet					\$0.00
Mileage						0 miles @	\$0.55 / mile					\$0.00
Overnight Mail - Letter Size						Deliveries @	\$14.00 / each					\$0.00
Overnight Mail - Oversize Box						Deliveries @	\$50.00 / each					\$0.00
SUE Services (Cardno-Labor Cost)					158 hours @	\$100.70 / hour						\$15,910.60
SUE Services (Cardno-QL B)					84 hours @	\$235.00 / hour						\$19,740.00
SUE Services (Cardno-OH Utility Inventory)					6 hours @	\$175.00 / hour						\$1,050.00
SUE Services (Cardno-QL A) (0 feet to 4.99 feet)					6 holes @	\$750.00 / hole						\$4,500.00
SUE Services (Cardno-QL A) (5 feet to 9.99 feet)					4 holes @	\$950.00 / hole						\$3,800.00
SUE Services (Traffic Control)(Single Lane Closure)					3 each @	\$350.00 / each						\$1,050.00
<b>Subtotal - Other Direct Expenses</b>												<b>\$46,050.60</b>
<b>GRAND TOTAL</b>												<b>\$491,454.80</b>

**Exhibit D - FEE SCHEDULE**  
**SUBPROVIDER: CORSAIR CONSULTING, LLC. (CC)**  
**Estimate of Engineering Services Budget**

City of Round Rock  
 Gattis School Road (Segment 3)

Corsair Consulting, LLC.	No. of Sheets	Sr. Project Manager	Project Manager	Project Engineer	Laboratory Manager	Project Geologist	Graduate Professional	Sr. Eng. Technician	Technician & Draft Per.	Admin./ Clerical	Total Hours	Total Labor Cost
		\$172.48	\$166.73	\$146.61	\$89.11	\$89.11	\$100.61	\$100.61	\$83.36	\$60.37		
<b>FC 110 Route and Design Studies; Geotechnical Investigation</b>												
<b>A. Data Collection and Field Reconnaissance</b>												
1. Secure and review available misc. data											0	\$0.00
2. Secure and review site plans (existing & proposed)											0	\$0.00
3. Secure and review available flood plain information											0	\$0.00
4. Conduct field reconnaissance and photographic record											0	\$0.00
<b>B. Develop design criteria (roadway and drainage)</b>												
C. Develop preliminary sequence of construction exhibit											0	\$0.00
<b>D. Develop preliminary cost estimate</b>												
<b>E. Prepare for and attend DCC meeting</b>												
<b>F. Geotech &amp; Pavement Design</b>												
1. Field Investigation (Coordination, Traffic Control, Logging)		1		3			3	20			27	\$2,926.34
2. Geotechnical Data Report Preparation		8	10	20	20		15				73	\$9,270.69
3. Retaining Wall Design		5	10	15			10				40	\$5,734.95
4. Pavement Thickness Design (New and Overlay)		8	15	20			20	15			78	\$10,334.34
5. Meetings		6									6	\$1,034.88
<b>FC - 110 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>28</b>	<b>35</b>	<b>58</b>	<b>20</b>	<b>0</b>	<b>48</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>224</b>	<b>\$29,301.20</b>
<b>FC 120 Environmental Documentation</b>												
<b>FC - 120 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 130 ROW Data/Utilities</b>												
<b>FC - 130 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 140 Project Management and Administration</b>												
<b>FC - 140 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 150 Field Surveying and Photogrammetry</b>												
<b>FC - 150 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 160 Roadway Design</b>												
<b>FC - 160 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 161 Drainage</b>												
<b>FC - 161 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 162 Signing, Pavement Markings, Signals and Illumination</b>												
<b>FC - 162 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 163 Miscellaneous</b>												
<b>FC - 163 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>TOTAL SHEETS</b>	<b>0</b>											
<b>Total - Labor Hours</b>		<b>28</b>	<b>35</b>	<b>58</b>	<b>20</b>	<b>0</b>	<b>48</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>224</b>	
<b>Total - Labor Cost</b>		<b>\$4,829.44</b>	<b>\$5,835.55</b>	<b>\$8,503.38</b>	<b>\$1,782.20</b>	<b>\$0.00</b>	<b>\$4,829.28</b>	<b>\$3,521.35</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$29,301.20</b>
<b>DIRECT EXPENSES</b>												
Photocopies BW (11"x17")					sheets @	\$0.20	/ sheet					\$0.00
Photocopies BW (8.5"x11")					sheets @	\$0.15	/ sheet					\$0.00
Photocopies Color (11"x17")					sheets @	\$1.50	/ sheet					\$0.00
Photocopies Color (8.5"x11")					sheets @	\$0.75	/ sheet					\$0.00
Mileage					miles @	\$0.55	/ mile					\$0.00
Overnight Mail - Letter Size					Deliveries @	\$14.00	/ each					\$0.00
Overnight Mail - Oversize Box					Deliveries @	\$50.00	/ each					\$0.00
<b>FIELD INVESTIGATION</b>												
Mobilization - Drill truck, water truck and crew (per mobilization)					50 mobilization @	\$5.00	/ mile					\$250.00
All-terrain vehicle with drill rig (additional charge)					ATV w/ rig @	\$600.00	/ day					\$0.00
Drilling & sampling w/ 3", thin wall tube sampler, continuous to 10'					Drilling @	\$18.00	/ foot					\$0.00
Continuous drilling & sampling with 3", thin walled tube sample or split-pon sampler					130 Drilling @	\$35.00	/ foot					\$4,550.00
Standard penetration tests					Test @	\$25.00	/ each					\$0.00
TxDOT cone penetration tests					8 Test @	\$31.00	/ each					\$248.00
Rock coring - Drill in soft rock					Coring @	\$26.00	/ foot					\$0.00
Rock coring - Drill in hard rock					Coring @	\$35.00	/ foot					\$0.00
Wash or auger borings drilled and logged from cuttings: - Soil					Boring @	\$15.00	/ foot					\$0.00
Wash or auger borings drilled and logged from cuttings: - Rock					Boring @	\$24.00	/ foot					\$0.00
Casing of boreholes					Casing @	\$20.00	/ foot					\$0.00
Hourly charges for boring layout, excessive time, ... & for other reasons					2 Etc. @	\$190.00	/ hour					\$380.00
Steel drums for drill cuttings (delivered)					Drums @	\$7.00	/ each					\$0.00
Plugging boreholes with bentonite/concrete slurry					Plugging @	\$8.00	/ foot					\$0.00
Cone penetrometer testing					Test @	\$3,450.00	/ day					\$0.00
Falling Weight Deflectometer Testing - Fugro Roadware Inc. (COST)					Is	\$2,800.00	/ day					\$0.00
FWD Mobilization (COST)					Mobilization	\$3.50	/ mile					\$0.00
HMAC cores					core	\$50.00	/ each					\$0.00
Patching boreholes with cold patch asphalt					11 patch	\$50.00	/ each					\$550.00
Traffic control (Allow)					2 day	\$2,500.00	/ day					\$5,000.00
<b>LABORATORY TESTING</b>												
Particle-Size Analysis of Soils (without hydrometer)					51 Test @	\$65.00	/ each					\$3,315.00
Moisture Content					61 Test @	\$15.00	/ each					\$915.00
Atterberg Limits					51 Test @	\$75.00	/ each					\$3,825.00

Material finer than the 200 Sieve	51 Test @	\$65.00 / each	\$3,315.00
Soluble Sulfate Content	9 Test @	\$120.00 / each	\$1,080.00
Lime Series pH	2 Test @	\$85.00 / each	\$170.00
CBR	1 Test @	\$450.00 / each	\$450.00
Moisture-Density Relationship	1 Test @	\$180.00 / each	\$180.00
<b>Subtotal - Other Direct Expenses</b>			<b>\$24,228.00</b>
<b>GRAND TOTAL</b>			<b>\$53,529.20</b>



Hazardous Materials Database Search	1 report	\$425.00 / each	\$425.00
<b>Subtotal - Other Direct Expenses</b>			<b>\$1,353.00</b>
<b>GRAND TOTAL</b>			<b>\$19,639.25</b>

**Exhibit D - FEE SCHEDULE**  
**SUB-PROVIDER: HDR ENGINEERING, INC. (HDR)**  
**Estimate of Engineering Services Budget**

City of Round Rock  
 Gattis School Road (Segment 3)

HDR Engineering, Inc.	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Sr. Engineer Specialist	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		\$259.00	\$217.00	\$173.00	\$155.00	\$113.00	\$119.00	\$104.00	\$93.00	\$90.00		
<b>FC 110 Route and Design Studies; Geotechnical Investigation</b>												
<b>A. Data Collection and Field Reconnaissance</b>												
1. Secure and review available misc. data				8							8	\$1,384.00
2. Secure and review site plans (existing & proposed)				8							8	\$1,384.00
<b>FC - 110 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$2,768.00</b>
<b>FC 120 Environmental Documentation</b>												
<b>FC - 120 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 130 ROW Data/Utilities</b>												
<b>FC - 130 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 140 Project Management and Administration</b>												
A. Prepare Invoices and Monthly Progress Reports (12 Mo.)		4								6	10	\$1,576.00
B. Develop and maintain work schedule											0	\$0.00
C. Prepare for and attend City meetings (up to 2)		4									4	\$1,036.00
D. Project file maintenance (12 Mo.)											0	\$0.00
E. Implement and execute QAQC plan (schematic, 60%, 90% and Final)			12								12	\$2,604.00
<b>FC - 140 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>26</b>	<b>\$5,216.00</b>
<b>FC 150 Field Surveying and Photogrammetry</b>												
<b>FC - 150 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 160 Roadway Design</b>												
<b>A. Geometric Design (Geometric Layout)</b>												
1. Develop horizontal alignments											0	\$0.00
2. Develop and refine vertical profiles											0	\$0.00
3. Develop typical sections											0	\$0.00
4. Develop 3D model (design cross sections)											0	\$0.00
5. Establish proposed ROW limits											0	\$0.00
6. Prepare and Refine Geometric Layout (sign/illumination/Supercure)		4		8							12	\$2,420.00
<b>FC - 160 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$2,420.00</b>
<b>FC 161 Drainage</b>												
<b>C. Culvert Layouts</b>												
1. Preliminary Cross Culvert Layouts											0	\$0.00
2. Preliminary outfall channel layouts											0	\$0.00
3. Miscellaneous Structural Details			20								20	\$4,340.00
<b>FC - 161 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$4,340.00</b>
<b>FC 162 Signing, Pavement Markings, Signals and Illumination</b>												
<b>A. Signing and Pavement Markings</b>												
B. Signals (4 signals and 4 temp signals - 3 phases each)	46	8		105		210		420			743	\$87,647.00
<b>C. Illumination</b>												
1. Illumination Layouts	46			2	184						186	\$28,866.00
2. Electrical Circuit Plan	2			2	16						18	\$2,826.00
3. Power Source Identification				4	8						12	\$1,932.00
<b>FC - 162 Subtotal - Labor Hrs.</b>	<b>94</b>	<b>8</b>	<b>0</b>	<b>113</b>	<b>208</b>	<b>210</b>	<b>0</b>	<b>420</b>	<b>0</b>	<b>0</b>	<b>959</b>	<b>\$121,271.00</b>
<b>FC 163 Miscellaneous</b>												
E. Quantities/Summary Sheets			4			8					12	\$1,772.00
F. Standards, Specifications and Estimate (60%, 90%, Final)			4			8					12	\$1,772.00
G. Preparation of Bid Documents/Review Bids											0	\$0.00
<b>FC - 163 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$3,544.00</b>
<b>TOTAL SHEETS</b>	<b>0</b>											
<b>Total - Labor Hours</b>		<b>20</b>	<b>40</b>	<b>137</b>	<b>208</b>	<b>226</b>	<b>0</b>	<b>420</b>	<b>0</b>	<b>6</b>	<b>1057</b>	
<b>Total - Labor Cost</b>		<b>\$5,180.00</b>	<b>\$8,680.00</b>	<b>\$23,701.00</b>	<b>\$32,240.00</b>	<b>\$25,538.00</b>	<b>\$0.00</b>	<b>\$43,680.00</b>	<b>\$0.00</b>	<b>\$540.00</b>		<b>\$139,559.00</b>
<b>DIRECT EXPENSES</b>												
Photocopies BW (11"x17")				300 sheets @		\$0.20 / sheet						\$60.00
Photocopies BW (8.5"x11")				200 sheets @		\$0.15 / sheet						\$30.00
Photocopies Color (11"x17")				sheets @		\$1.50 / sheet						\$0.00
Photocopies Color (8.5"x11")				sheets @		\$0.75 / sheet						\$0.00
Mileage				50 miles @		\$0.55 / mile						\$27.50
Overnight Mail - Letter Size				2 Deliveries @		\$14.00 / each						\$28.00
Overnight Mail - Oversize Box				1 Deliveries @		\$50.00 / each						\$50.00
<b>Subtotal - Other Direct Expenses</b>												<b>\$195.50</b>
<b>GRAND TOTAL</b>												<b>\$139,754.50</b>



**Exhibit D - FEE SCHEDULE**

City of Round Rock  
Gattis School Road (Segment 3)

**SUBPROVIDER: K FRIESE & ASSOCIATES, INC. (KFA)**  
Estimate of Engineering Services Budget

K Friese & Associates, Inc.	No. of Sheets	Principal	QA/QC Manager	Project Manager	Project Engineer	EIT	CADD Technician	Admin/ Clerical			Total Hours	Total Labor Cost
		\$250.00	\$240.00	\$169.95	\$110.00	\$103.00	\$77.25	\$77.25	\$0.00	\$0.00		
<b>FC 110 Route and Design Studies; Geotechnical Investigation</b>												
A. Data Collection and Field Reconnaissance												
1. Secure and review available misc. data				2	8						10	\$1,219.90
2. Secure and review site plans (existing & proposed)				2	8	12					22	\$2,455.90
3. Secure and review available flood plain information											0	\$0.00
4. Conduct field reconnaissance and photographic record				2	8						10	\$1,219.90
B. Develop design criteria (roadway and drainage)											0	\$0.00
C. Develop preliminary sequence of construction exhibit											0	\$0.00
D. Develop preliminary cost estimate											0	\$0.00
E. Prepare for and attend DCC meeting				6							6	\$1,019.70
F. Geotech & Pavement Design (Support Only)											0	\$0.00
<b>FC - 110 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>24</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>\$5,915.40</b>
<b>FC 120 Environmental Documentation</b>												
<b>FC - 120 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 130 ROW Data/Utilities</b>												
<b>FC - 130 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 140 Project Management and Administration</b>												
A. Prepare Invoices and Monthly Progress Reports (12 Mo.)				6				6			12	\$1,483.20
B. Develop and maintain work schedule											0	\$0.00
C. Prepare for and attend City meetings (up to 6)											0	\$0.00
D. Project file maintenance (12 Mo.)											0	\$0.00
E. Implement and execute QAQC plan (schematic, 60%, 90% and Final)			16	4							20	\$4,519.80
<b>FC - 140 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>\$6,003.00</b>
<b>FC 150 Field Surveying and Photogrammetry</b>												
<b>FC - 150 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 160 Roadway Design</b>												
<b>FC - 160 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 161 Drainage</b>												
<b>FC - 161 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 162 Signing, Pavement Markings, Signals and Illumination</b>												
<b>FC - 162 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>FC 163 Miscellaneous</b>												
C. Water/Wastewater												
1. Attend coordination meetings (up to 6)				18							18	\$3,059.10
2. Route/Size Coordination				8							8	\$1,359.60
3. Existing Service Connections				4		16					20	\$2,327.80
4. Construction Drawings			9	66	72	100	80				327	\$37,776.70
5. Technical Specifications				4	8						12	\$1,559.80
D. Utility Coordination												
1. Prepare Existing Utility Layouts											0	\$0.00
2. Identify potential utility conflicts and develop log (support only)				8	12	16					36	\$4,327.60
3. Attend utility coordination meetings (up to 12)											0	\$0.00
4. Coordinate with City to establish utility assignments (support only)				8							8	\$1,359.60
E. Quantities/Summary Sheets				1	4	8					13	\$1,433.95
F. Standards, Specifications and Estimate (60%, 90%, Final)				1	4	4					9	\$1,021.95
G. Preparation of Bid Documents/Review Bids											0	\$0.00
<b>FC - 163 Subtotal - Labor Hrs.</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>118</b>	<b>100</b>	<b>144</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>451</b>	<b>\$54,226.10</b>
<b>TOTAL SHEETS</b>	<b>0</b>											
<b>Total - Labor Hours</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>140</b>	<b>124</b>	<b>156</b>	<b>80</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>531</b>	
<b>Total - Labor Cost</b>		<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$23,793.00</b>	<b>\$13,640.00</b>	<b>\$16,068.00</b>	<b>\$6,180.00</b>	<b>\$463.50</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$66,144.50</b>
<b>DIRECT EXPENSES</b>												
Photocopies BW (11"x17")					sheets @	\$0.20	/ sheet					\$0.00
Photocopies BW (8.5"x11")					sheets @	\$0.15	/ sheet					\$0.00
Photocopies Color (11"x17")					sheets @	\$1.50	/ sheet					\$0.00
Photocopies Color (8.5"x11")					sheets @	\$0.75	/ sheet					\$0.00
Mileage					750 miles @	\$0.55	/ mile					\$412.50
Overnight Mail - Letter Size					Deliveries @	\$14.00	/ each					\$0.00
Overnight Mail - Oversize Box					Deliveries @	\$50.00	/ each					\$0.00
<b>Subtotal - Other Direct Expenses</b>												<b>\$412.50</b>
<b>GRAND TOTAL</b>												<b>\$66,557.00</b>



**EXHIBIT E**

Certificates of Insurance

Attached Behind This Page



# 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:  
2017-283669

Date Filed:  
11/14/2017

Date Acknowledged:

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

**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.**  
Gattis School Road (Segment 3)  
Professional Services in the form of Roadway Design Services

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

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

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Steven F. Davidson  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Steven F. Davidson, this the 14 day of November, 2017, to certify which, witness my hand and seal of office.

Judy Ann Moreno Signature of officer administering oath  
Judy Ann Moreno Printed name of officer administering oath  
Admin Asst. Title of officer administering oath



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.6**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Pisces Foods, LLC for the purchase of a 0.344 acre tract of land and a 0.539 acre tract of land necessary for the RM 620 Right of Way Project (Parcels 23 and 23R).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$2,900,000.00

**Indexes:** RR Transportation and Economic Development Corporation (Type B)

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

---

### **Text of Legislative File 2018-5282**

This is a purchase of the entire Pisces (Wendy's) property located on RM620. The administrative settlement purchase price for the 0.344 acre r.o.w. parcel and remainder damages which has been approved by TxDoT, and is 90% reimbursable to CORR, is \$2,733,577. The CORR is agreeing to purchase the 0.539 acre remainder parcel for \$166,423.

**Cost: \$2,900,000.00**

**Source of Funds: RR Transportation and Economic Development Corporation**

**RESOLUTION NO. R-2018-5282**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase right of way necessary for the RM 620 Right of Way Project, and said tracts (“Property”) are described as follows: All of that certain 0.344-acre tract of land (Parcel 23) and all of that certain 0.539-acre tract of land (Parcel 23R), and

**WHEREAS**, Pisces Foods, LLC, the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Pisces Foods, LLC, for the purchase of the above described Property, a copy of said Real Estate 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PISCES FOODS, LLC, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.344 acre (14,966 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**); and

All of that certain 0.539 acre (23,488 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 23R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", any improvements thereon, and any damages to the remaining property of Seller as a result of this transaction, shall be the sum of TWO MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN and 00/100 Dollars (\$2,733,577.00).

2.02. The Purchase Price for the portion of the Property described in Exhibit "B" shall be the sum of ONE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE and 00/100 Dollars (\$166,423.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property described in Exhibit "A" herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before April 15<sup>th</sup>, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, including specifically a full and complete release of any existing leases and/or subleases affecting the Property, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

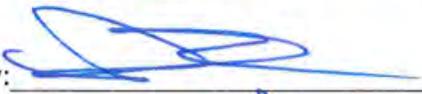
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

PISCES FOODS, LLC, a Texas limited liability company

By: NEAR GROUP, LLC, a Texas limited liability company, its general partner

Address: 1504 W 6th St  
Austin, TX  
78703

By: 

Name: Dave Near

Its: Managing Member

Date: 3-2-18

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Address: 221 East Main St.  
Round Rock, Texas 78664

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

EXHIBIT A

County: Williamson  
Highway: R. M. 620  
Limits: Deepwood Dr. to IH 35  
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR  
PARCEL 23

DESCRIPTION OF A 0.344 ACRE (14,966 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, OF THE WENDY'S SUBDIVISION RECORDED IN CABINET K, SLIDE 123 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO PISCES FOOD, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 9542882 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.344 ACRE (14,966 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 5/8" iron found, 236.09 feet left of proposed Ranch to Market (R.M.) 620 baseline station 502+66.35, in the southerly boundary line Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas and conveyed to Sovereign Hospitality Group of Round Rock, Inc by instrument recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of Lot 1 of the M.E. Bastrop Subdivision recorded in Cabinet FF, Slides, 307-308 of the Plat Records of Williamson County, Texas and conveyed to Round Rock 732 Building, LLC by instrument recorded in Document No. 2009075022 of Official Public Records of Williamson County, Texas, same being the most northeasterly corner of said Lot 1 (Wendy's Subdivision);

THENCE, with the common boundary line of said Lot 1 (M.E. Bastrop Subdivision) and said Lot 1 (Wendy's Subdivision), S 22°13'19" W for a distance of 105.17 feet to a 1/2" iron rod with TxDOT aluminum cap set (to be replaced by a TxDOT Type II monument), 130.93 feet left of proposed R.M. 620 baseline station 502+65.06, in the proposed northerly right-of-way (ROW) line of R.M. 620, (ROW width varies), for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said Lot 1 (M.E. Bastrop Subdivision) boundary line, through said Lot 1 (Wendy's subdivision), with said proposed northerly ROW line, S 51°12'16" E for a distance of 186.15 feet to a 1/2" iron with TxDOT aluminum cap set, 75.66 feet left of proposed R.M. 620 baseline station 504+42.82, being in the common boundary line of said Lot 1 (Comfort Suites Subdivision), and said Lot 1 (Wendy's Subdivision), for the most northeasterly corner of the herein described parcel, and from which a 1/2" iron found with plastic cap, being the most northeasterly corner of said Lot 1 (Wendy's Subdivision), same being an angle point in the southerly boundary line of said Lot 1 (Comfort Suites Subdivision) bears N 11°09'53" E at a distance of 194.90 feet;
- 2) **THENCE**, departing said proposed ROW line, with said common boundary line, S 11°09'53" W for a distance of 54.38 feet to a calculated point being the existing northerly ROW line of R.M. 620, (80' ROW width), same being the most southeasterly corner of said Lot 1 (Wendy's Subdivision), for the most southeasterly corner of the herein described parcel;

**THENCE**, departing the southerly boundary line of said Lot 1 (Comfort Suites Subdivision), with said existing northerly ROW line, same being the southerly boundary line of said Lot 1 (Wendy's Subdivision), the following two (2) courses:

- 3) **N 70°32'24" W** for a distance of **88.87** feet to a ½" iron rod found for a point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of **13°09'51"**, a radius of **437.78** feet, at an arc length of **96.90** feet pass a ½" iron rod found and continuing for a total arc length of **100.58** feet, and a chord which bears **N 63°24'49" W** for a distance of **100.36** feet to a ½" iron rod found with plastic cap, being the most southerly corner of said Lot 1 ( M.E. Bastrop Subdivision), same being the most southwesterly corner of said Lot 1 ( Wendy's Subdivision), for the most southwesterly corner of the herein described parcel;
- 5) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said, Lot 1 (M.E. Bastrop Subdivision), and Lot 1 (Wendy's Subdivision) **N 22°13'19" E** for a distance of **103.11** feet to the **POINT OF BEGINNING**, containing 0.344 acres (14,966 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS           §  
   §           KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF WILLIAMSON       §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

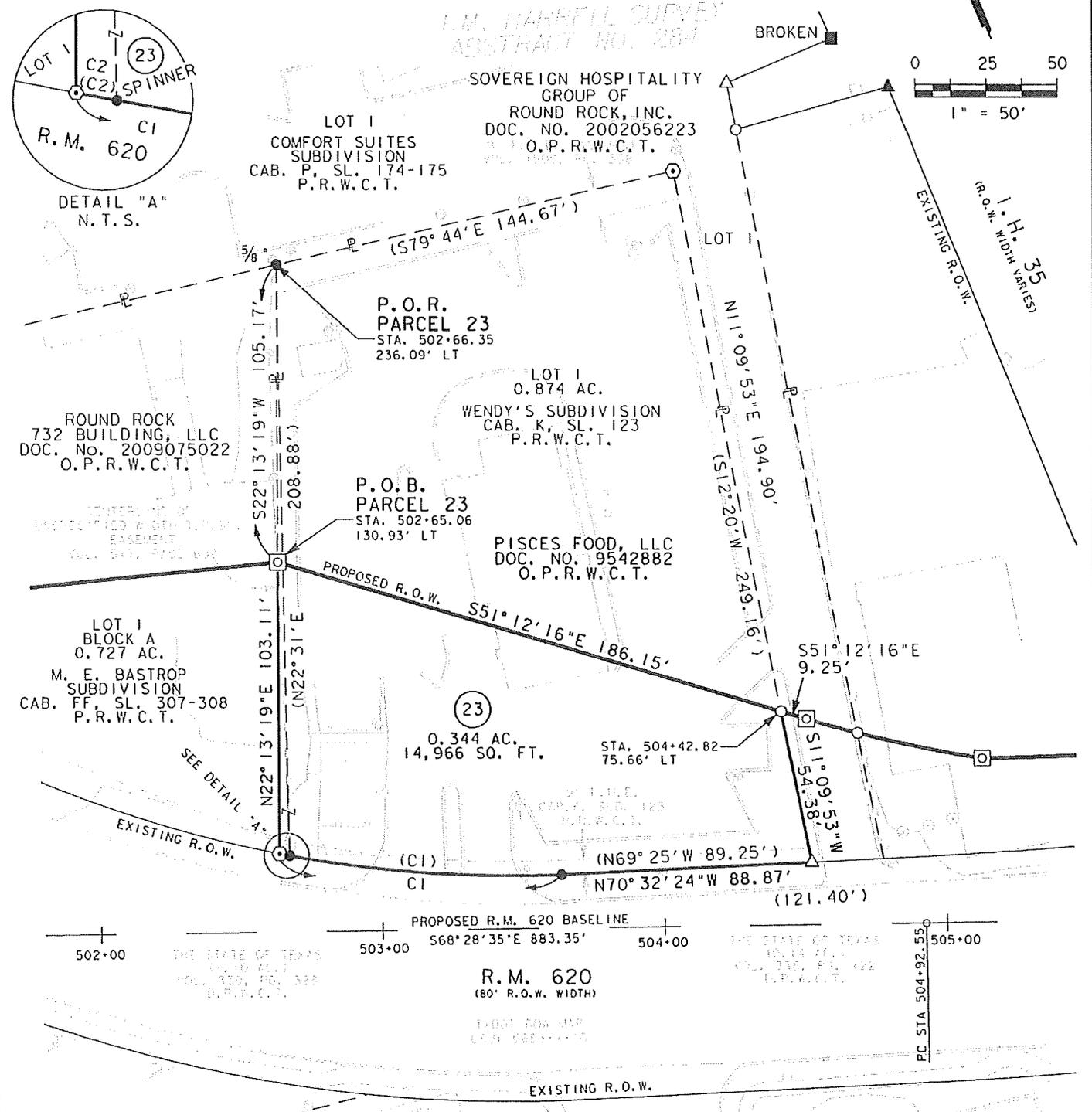
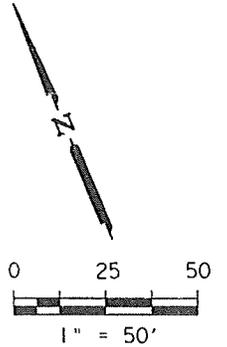
*M. Stephen Truesdale*  
 \_\_\_\_\_  
 M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LLC  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681

*10 MAR 2014*  
 \_\_\_\_\_  
 Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 09' 51"	437.78'	100.58'	100.36'	N63° 24' 49" W
(C1)	(12° 41')	(437.46')	(96.83')	(96.63')	(N62° 20' W)
C2	00° 28' 55"	437.78'	3.68'	3.68'	N57° 04' 20" W
(C2)		(437.68')	(3.69')	(3.69')	(N57° 04' 21" W)



	PARCEL PLAT SHOWING PROPERTY OF <b>PISCES FOOD, LLC</b>				<b>PARCEL 23</b>
	SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620		

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊠	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	( )	RECORD INFORMATION
⊡	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	∟	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
×	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
Ⓢ	CENTER LINE	P.R.W.C.T.	PLAT 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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1033, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 22, 2014, ISSUE DATE JANUARY 31, 2014.

- I. RESTRICTIVE COVENANTS: CABINET K, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10E. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE FRONT PROPERTY LINE OF THE SUBJECT PROPERTY, AS PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- F. A 10' PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 1500, PAGE 358 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN CABINET K, SLIDE 123, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN, RECORDED IN VOLUME 2204, PAGE 984, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN PISCES FOODS, L.P. AND WENDY'S INTERNATIONAL, INC., BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED UNDER DOCUMENT NO. 2012044347, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- I. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SUBLEASE AGREEMENT BY AND BETWEEN WENDY'S INTERNATIONAL, INC., AND HAZA FOODS, LLC, BY THAT CERTAIN MEMORANDUM OF SUBLEASE RECORDED UNDER DOCUMENT NO. 2013117816, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



*M. Stephen Truesdale* 10 MAR 2014

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.344	14,966
CALC/DEED AREA	0.874	38,071
REMAINDER AREA	0.530	23,105

PARCEL PLAT SHOWING PROPERTY OF  
**PISCES FOOD, LLC**



SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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**PARCEL 23**

EXHIBIT **B**

County: Williamson  
Highway: R. M. 620  
Limits: Deepwood Dr. to IH 35  
CSJ: 0683-01-092

**PROPERTY DESCRIPTION FOR  
REMAINDER OF LOT 1, WENDY'S SUBDIVISION**

DESCRIPTION OF A 0.539 ACRE (23,488 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, OF THE WENDY'S SUBDIVISION RECORDED IN CABINET K, SLIDE 123 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN LIMITED WARRANTY DEED TO PISCES FOODS, LLC AND RECORDED IN DOCUMENT NO. 9542882 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.539 ACRE (23,488 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8" iron rod found, 236.09 feet left of proposed Ranch to Market (R.M.) 620 baseline station 502+66.35, being in the southerly boundary line of Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas, described in Warranty Deed to Sovereign Hospitality Group of Round Rock, Inc. and recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of Lot 1 of the M.E. Bastrop Subdivision recorded in Cabinet FF, Slides, 307-308 of the Plat Records of Williamson County, Texas, described in Special Warranty Deed to Round Rock 732 Building, LLC and recorded in Document No. 2009075022 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of said Lot 1 (Wendy's Subdivision), for the northwesterly corner of the herein described remainder tract;

- 1) **THENCE**, departing said Lot 1 (M.E. Bastrop Subdivision), with the common boundary line of said Lot 1 (Wendy's Subdivision) and said Lot 1 (Comfort Suites Subdivision), **S 80°57'05" E** for a distance of **144.85** feet to a 1/2" iron rod with plastic cap stamped "Sinclair & Associates" found, 267.38 feet left of proposed R.M. 620 baseline station 504+07.78, being an ell corner in the easterly boundary line of said Lot 1 (Comfort Suites Subdivision), same being the northeasterly corner of said Lot 1 (Wendy's Subdivision), for the northeasterly corner of the herein described remainder tract;
- 2) **THENCE**, continuing with said common boundary line, **S 11°09'53" W** for a distance of **194.90** feet to a 1/2" iron rod with aluminum cap stamped "TxDOT" found, 75.66 feet left of proposed R.M. 620 baseline station 504+42.82, being in the proposed northerly right-of-way (ROW) line of said R.M. 620 (ROW width varies), same being the northwesterly corner of a 0.029 acre tract of land described in Possession And Use Agreement For Transportation Purposes to the Texas Department of Transportation and the City of Round Rock recorded in Document No. 2017084074 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described remainder tract, and from which a TxDOT aluminum cap in asphalt, being a point of tangency in said proposed northerly ROW line of R.M. 620 bears **S 51°12'16" E**, at a distance of **9.25** feet;

- 3) **THENCE**, departing said common boundary line, through said Lot 1 (Wendy's Subdivision), same being with said proposed northerly ROW line of R.M. 620, **N 51°12'16" W** for a distance of **186.15** feet to a 1/2" iron rod with TxDOT aluminum cap found in the common boundary line of said Lot 1 (Wendy's Subdivision) and said Lot 1 (M.E. Bastrop Subdivision), for the southwesterly corner of the herein described remainder tract;
- 4) **THENCE**, departing said proposed northerly ROW line, with said common boundary line, **N 22°13'19" E** for a distance of **105.17** feet to the **POINT OF BEGINNING**, containing 0.539 acres (23,488 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
\_\_\_\_\_  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*02/20/2018*  
\_\_\_\_\_  
Date

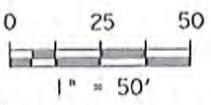
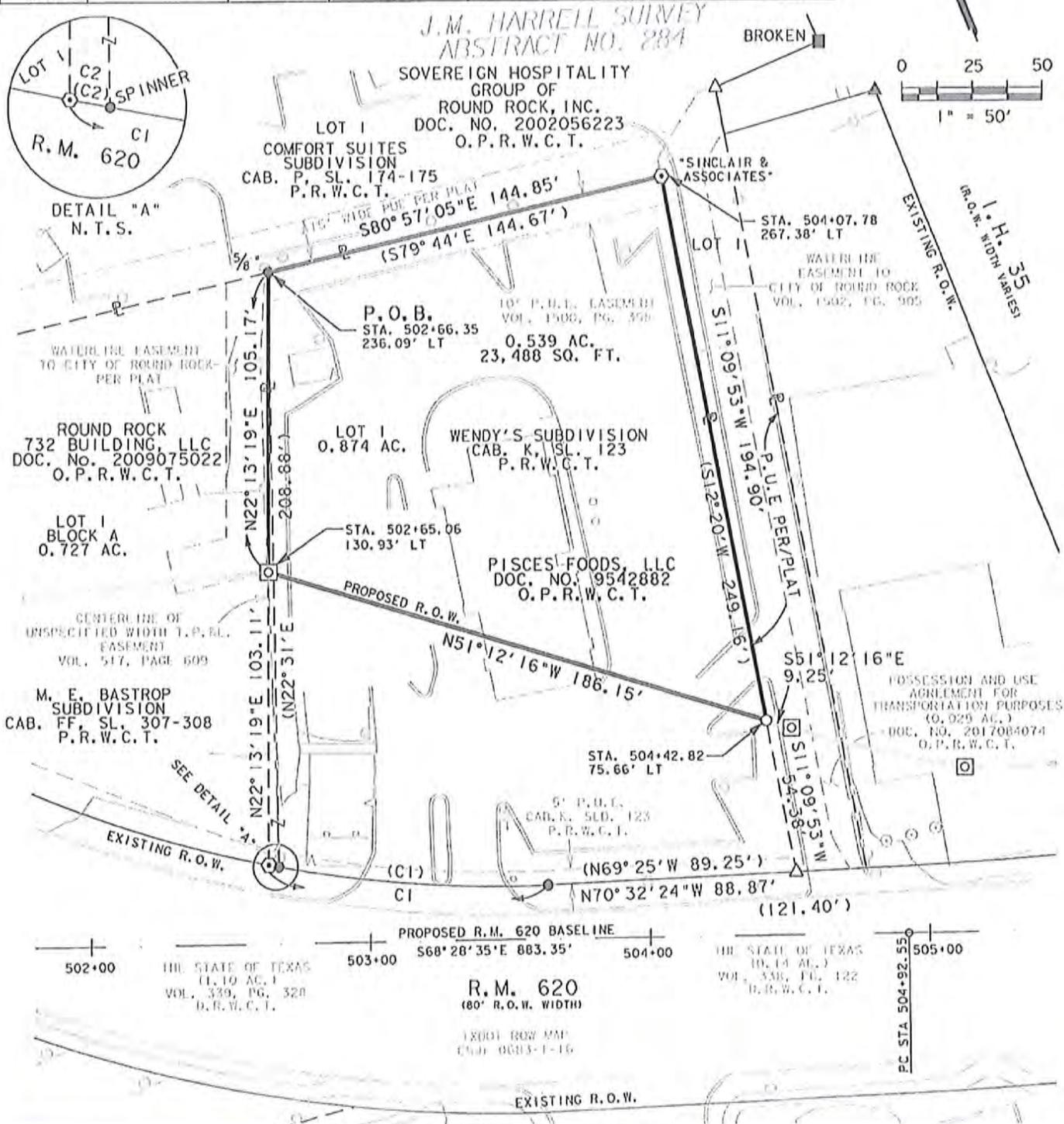
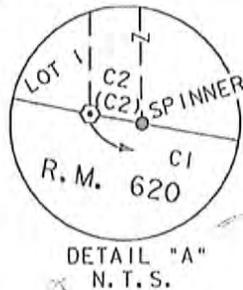


EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/16/18  
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 09' 51"	437.78'	100.58'	100.36'	N63° 24' 49" W
(C1)	(12° 41')	(437.46')	(96.83')	(96.63')	(N62° 20' W)
C2	00° 28' 55"	437.78'	3.68'	3.68'	N57° 04' 20" W
(C2)		(437.68')	(3.69')	(3.69')	(N57° 04' 21" W)



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF  
**PISCES FOODS, LLC**

SCALE 1" = 50'	PROJECT RM 620	COUNTY WILLIAMSON
-------------------	-------------------	----------------------

**0.539 AC.  
23,488 SQ. FT.**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℓ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	( )	RECORD INFORMATION
⊖	TXDOT TYPE II CONCRETE MONUMENT FOUND	—/—	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊕	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
△	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
ℓ	CENTER LINE	P.R.W.C.T.	PLAT 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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1033, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 22, 2014, ISSUE DATE JANUARY 31, 2014.

- I. RESTRICTIVE COVENANTS: CABINET K, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOE. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE FRONT PROPERTY LINE OF THE SUBJECT PROPERTY, AS PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- F. A 10' PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 1500, PAGE 358 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN CABINET K, SLIDE 123, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN, RECORDED IN VOLUME 2204, PAGE 984, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN PISCES FOODS, L.P. AND WENDY'S INTERNATIONAL, INC., BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED UNDER DOCUMENT NO. 2012044347, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- I. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SUBLEASE AGREEMENT BY AND BETWEEN WENDY'S INTERNATIONAL, INC., AND HAZA FOODS, LLC, BY THAT CERTAIN MEMORANDUM OF SUBLEASE RECORDED UNDER DOCUMENT NO. 2013117816, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Lawrence M. Russo*      02/20/2018  
 LAWRENCE M. RUSSO      DATE:  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TX 78681



**INLAND**  
**GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD. STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF			
PISCES FOODS, LLC			
SCALE		PROJECT	COUNTY
1" = 50'		RM 620	WILLIAMSON

0.539 AC.  
 23,488 SQ. FT.

# EXHIBIT "C"

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.**



## DEED RM 620 Right of Way

**TxDOT ROW CSJ:** 0683-01-092

**TxDOT Parcel No.:** 23

**Grantor(s), whether one or more:** PISCES FOODS, LLC

**Grantor's Mailing Address (including county):**

1504 W. 6<sup>th</sup> Street  
Austin, Texas 78703-5134  
Travis County

**Grantee:** THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35  
Austin, Texas 78761

**Consideration:**

The sum of Two Million Seven Hundred Thirty-Three Thousand Five Hundred Seventy-Seven and no/100 Dollars (\$2,733,577.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

And for the same consideration described above, and upon the same conditions, Grantor does hereby bargain, sell and convey unto the State of Texas that portion of the following improvements located on the remaining property out of which the above described premises were originally a portion, to wit: Wood Frame/Masonry Main Wendy's Restaurant Building. Grantee shall further be allowed to enter the remaining property of Grantor solely for the purpose of demolishing and removing the improvements described herein.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

**GRANTOR:**

PISCES FOODS, LLC, a Texas limited liability company

By: NEAR GROUP, LLC, a Texas limited liability  
company, its general partner

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

---

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Acknowledgement

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by \_\_\_\_\_, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

# EXHIBIT "D"

## DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That PISCES FOODS, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon (the "Property"), being more particularly described as follows:

All of that certain 0.539 acre (23,488 Sq. Ft.) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23R**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

PISCES FOODS, LLC, a Texas limited liability company

By: NEAR GROUP, LLC, a Texas limited liability company, its general partner

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.7**

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**Title:** Consider a resolution authorizing the Mayor to execute a Rule 11 Condemnation Settlement Agreement between the State of Texas and Regency Centers, L.P. in connection with the RM 620 Project (Parcel 26 and Parcel PUE 26).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$71,610.00

**Indexes:** RR Transportation and Economic Development Corporation (Type B)

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2018-5274**

The landowners have agreed to enter an uncontested compensation award of \$71,610 in the current condemnation lawsuit. The award is equal to the last purchase offer amount proposed by the City/State. Of the total amount \$56,110 is for the fee r.o.w. purchase and is 90% reimbursable by TxDoT. The remaining \$15,500 is for the public utility easement purchase and is 100% City responsibility.

**Cost: \$71,610.00**

**Source of Funds: RR Transportation and Economic Development Corporation**

**RESOLUTION NO. R-2018-5274**

**WHEREAS**, the City of Round Rock (“City”) and the State of Texas, acting by and through the Texas Department of Transportation (“State”) have entered into an agreement setting out procedures and responsibilities for the acquisition of property to be used in the construction of proposed improvements to RM 620 in the City; and

**WHEREAS**, the City of Round Rock used its eminent domain authority and initiated a condemnation suit for the acquisition of certain property from Regency Centers, L.P. (“Regency”), with such property to be used for improvements to RM 620; and

**WHEREAS**, the City/State and Regency have now agreed to enter an uncontested compensation award in condemnation suit Cause No. 18-0207-CC4 for the property to be acquired as part of the RM 620 construction project (Parcel 26); and

**WHEREAS**, in order to set forth the specific terms and procedures for entry of the uncontested compensation award the City, the State, and Regency wish to enter into a Rule 11 Condemnation Settlement Agreement.

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

That the Mayor is hereby authorized and directed to execute on behalf of the City and State a Rule 11 Condemnation Settlement Agreement with Regency Centers, L.P., 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

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

**Sheets & Crossfield, P.C.**

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ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

February 16, 2018

**RULE 11 CONDEMNATION SETTLEMENT AGREEMENT**

Via e-mail eriktompkins@regencycenters.com

Erik Tompkins

Director, Property Operations—Central Region

3700 Buffalo Speedway, Suite 560

Houston, Texas 77098

Re: RM620—City of Round Rock

Cause No. 18-0207-CC4

TxDoT Parcel No. 26

Dear Erik:

Please allow this letter to constitute a Rule 11 Settlement and Condemnation Agreement between City of Round Rock, Texas and The State of Texas (“State”) and Regency Centers, L.P. (“Regency”) in connection with the project identified herein and the property to be acquired as part of the RM 620 construction project. The terms of this Agreement and the settlement reached are follows:

1. State agrees to pay, and City agrees to accept, the total sum of **\$71,610**, which amount is apportioned as follows: (a) \$56,110 for the 0.035 acre of fee simple right of way (Parcel 26) and (b) \$15,500 for the 0.102 acre Public Utility Easement (Parcel 26 PUE) sought to be acquired in a proposed condemnation suit, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Regency. The property and easement rights to be acquired are further described in Plaintiff’s Original Petition for Condemnation on file in this Cause.

The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the appointed commissioners at a hearing to be scheduled by State to occur on a date as soon as possible after execution of this Agreement, and which hearing may occur with less than 20 days advance notice to Regency if necessary.

2. State agrees to deposit the sum of \$71,610.00 in the registry of the court or pay such amount directly to Regency within 14 days after the entry of the Agreed Special Commissioners Award as set out herein.
3. It is agreed that neither State nor Regency shall file objections to the Award of Special Commissioners in this cause as long as State deposits or pays the amount of the Award pursuant to the terms as stated herein.

If this letter correctly sets forth the terms of our Rule 11 agreement and the settlement reached between the State and Regency, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of Regency.

Very truly yours,



Don Childs  
Sheets & Crossfield, P.C.  
Attorneys for City of Round Rock, Texas  
and The State of Texas

AGREED AND ACCEPTED:

REGENCY CENTERS, L.P.

By:  \_\_\_\_\_  
Its: Patrick Krejs  
Senior Vice President

AGREED AND ACCEPTED:

CITY OF ROUND ROCK and THE STATE OF TEXAS,  
acting by and through the City of Round Rock

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.8**

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 5 with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$100,929.81

**Indexes:** RR Transportation and Economic Development Corporation (Type B)

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

**Department:** Transportation Department

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### **Text of Legislative File 2018-5264**

The Original Contract with Atkins North America, Inc. in the amount of \$104,700.41 consisted of preparing survey, environmental tech memo, and 30% PS&E for the E. Bagdad Ave Extension. The project initially included a new location 2-lane divided roadway connection between Burnet St. and S. Black St. as well as improvements to S. Georgetown St. between S. Black St. and E. Main St. The approximate length of the initial project was 0.33 miles.

Supplemental #1, in the amount of \$326,360.94, consisted of preparation of 30%, 60%, 95% and 100% PS&E plans for the project as well as survey, environmental tech memo and pavement design. The proposed improvements to the project included a new location 3-lane roadway connection between Burnet St. and S. Black St. as well as the widening of S. Georgetown St. to 3-lanes between S. Black St. and E. Main St. Also, existing E. Bagdad Ave between McNeil Rd. and Burnet St. was relocated directly adjacent to the railroad as a 3-lane section. The approximate length of the project, including additions, was increased to 0.54 miles, bringing the new contract amount to \$431,061.35.

Supplemental #2 amended the agreement to include the addition of water quality and landscaping, as well as the extensions of Lampasas St. and Sheppard St. to the project. Compensation for this amendment increased by \$85,675.85, which brought the total premium to \$516,737.20 for the project.

Supplemental #3 extended the time allowed for completion of the project. The agreement

period was extended until September 1, 2017 in accordance with revised Exhibit C (Work Schedule). There was no change to the contract value.

Supplemental #4 included removing the Sheppard St. extension, separating the project into 2 phases, performing additional design to accommodate The Depot Townhomes, removing the landscaping and irrigation, and adding a fence/barrier along the railroad Right of Way. Compensation for this amendment was \$199,281.31 which brought the total premium to \$716,018.51 for the project.

Supplemental #5 includes Construction Phase Services for Phase 1 of the McNeil Extension Project as described in Exhibit B. These services will be provided on an "as requested by the City of Round Rock" basis. Invoicing for these services will be based on actual labor charged to the project using the contract multiplier. Any budget remaining at the end of the contract will not be invoiced. Compensation for this amendment will be "not to exceed" \$100,929.81 which brings the total premium to \$816,948.32 for the project.

**Cost: \$100,929.81**

**Source of Funds: RR Transportation and Economic Development Corporation**

**RESOLUTION NO. R-2018-5264**

**WHEREAS**, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Atkins North America, Inc. for the E. Bagdad Avenue Extension Project, and

**WHEREAS**, Atkins North America, Inc. has submitted Supplemental Contract No. 5 to the Contract to modify the provisions for the scope of services, and

**WHEREAS**, the City Council desires to enter into said Supplemental Contract No. 5 with Atkins North America, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 5 to the Contract with Atkins North America, 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$100,929.81 the lump sum amount payable under the Contract for a total of \$816,948.32, as shown by the attached Addendum to Exhibit D.

**IN WITNESS WHEREOF**, the City and the Engineer have executed this Supplemental Contract in duplicate.

*[signature pages follow]*

**ATKINS NORTH AMERICA, INC.**

**By:** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

**CITY OF ROUND ROCK**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**Stephan L. Sheets, City Attorney**

\_\_\_\_\_  
**Date**

## **ADDENDUM TO EXHIBIT B**

### **Engineering Services**

#### **PROJECT DESCRIPTION**

The proposed project will include a new location 3-lane extension of McNeil Rd between Mays St and S Black St as well as the widening of S Georgetown St to 3-lanes between S Black St and E Main St. Lampasas St will be extended from its current termini at Bagdad Ave to the new McNeil Rd extension. Lewis St and Stone St will also be extended to connect to McNeil Rd. The approximate length of the project is 0.54 miles.

The project will be constructed in two phases. The first phase will include all the improvements west of and including the intersection at Burnet St. The second phase will include the proposed improvements east of Burnet St.

This supplemental adds construction phase services for phase one.

#### **TASK 1: PROJECT MANAGEMENT**

1. Prepare monthly project status updates and invoices.

#### **TASK 2: SURVEYING**

No changes with this supplemental.

#### **TASK 3: ENVIRONMENTAL STUDIES**

No changes with this supplemental.

#### **TASK 4: PRELIMINARY DESIGN/30% PLANS**

No changes with this supplemental.

#### **TASK 5: DIRECT EXPENSES**

1. Mileage for weekly coordination meetings

#### **TASK 6: GEOTECHNICAL DESIGN**

No changes with this supplemental.

#### **TASK 7: 60% PLANS**

No changes with this supplemental.

#### **TASK 8: 95% PLANS**

No changes with this supplemental.

#### **TASK 9: 100% PLANS/FINAL SUBMITTAL**

No changes with this supplemental.

#### **TASK 10: WATER QUALITY PLANS AND WATER POLLUTION ABATEMENT PLANS (WPAP)**

No changes with this supplemental.

## **TASK 11: LANDSCAPING AND IRRIGATION PLANS**

No changes with this supplemental.

## **TASK 12: BARRIER WITH FENCE**

No changes with this supplemental.

## **TASK 13: CONSTRUCTION PHASE SERVICES (Phase 1 Only)**

These services will be provided on an as requested by the City of Round Rock basis. Invoicing for these services will be based on actual labor charged to the project at the contract multiplier. Any budget remaining at the end of the contract will not be invoiced. If all the budget is used then a supplemental will be needed to continue these services.

1. Attend up to 32 weekly meetings with the City and the Contractor to appraise and answer general questions and provide clarification that pertains to the plans and construction of McNeil Rd Extension Phase 1.
2. Prepare one plan revision to incorporate two 6” conduits for Oncor’s use and one 4” conduit for City of Round Rock fiber. The conduits will approximately follow the Lampasas Street extension.
3. Review shop drawings. Shop drawings will be reviewed based on the following procedures:
  - Review the drawings for conformity to the plans, specifications and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
  - If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked “No Exceptions Taken” with signature, date and statement that “Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures there-from. The Contractor remains solely responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work.”
  - If there are only minor corrections, the incorrect information shall be crossed out and the correct information shall be written next to the crossed-out information. All redlines shall be done in indelible red ink. The submittal shall be returned marked “Make Correction as Noted” and no re-submittal shall be required.
  - If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be marked “Amend and Resubmit.” The drawings must then be resubmitted for a second review.
  - If the drawings are found not to be in conformity, the drawings shall be marked “Rejected See Remarks.” An explanation of why the submittal was disapproved shall be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.

- Shop drawing and submittal reviews include the following:
  - (1) Culverts, Manholes, & Inlets
  - (2) Concrete Fence
  - (3) Antique Lighting
  - (4) Concrete and Asphalt Mix Designs
  - (5) Water/Wastewater Infrastructure Components
- 4. Respond to up to 15 requests for information (RFIs) that will on average take 4 hours each to address. The engineer shall document each question in sufficient detail, formulate a response and submit a written version of the response to the City for distribution to all involved parties.
- 5. Provide minor redesign for up to 5 design changes (major redesign should be handled with a contract supplement). Minor redesign shall consist of anything anticipated to take less than 16 hours to complete. Anything anticipated to take more than 16 hours should be handled through a contract supplement.
- 6. Develop up to 5 change orders that will on average take 16 hours each to prepare. Change orders documents will be submitted to the City in electronic format.
- 7. Assemble updated plans based upon redesign requests performed under Task 13 item 4. Two (2) hard copies and an electronic version of the updated plans will be submitted to the City upon project completion. The Contractor will be responsible for marking any additional updates not addressed through plan revisions and providing the final as-built plans.
- 8. Review up to 10 monthly pay applications. Reviews will consist of reviewing calculations. Engineer is not responsible for quantity calculations or confirmation.
- 9. Participate in final walkthrough and prepare the punch list.

#### **NOT INCLUDED WITHIN THIS SCOPE**

The following items are not included with this scope. These items, if necessary, would be added to the scope through a supplemental agreement.

1. All inspection services, including but not limited to:
  - a. Geotechnical investigations and analysis
  - b. Materials testing
  - c. Construction survey; verification of contractor's horizontal and vertical control
2. All tasks related to delay and cost claims shall be considered supplemental services and subject to additional fee, specifically, but not limited to:
  - a. Time Impact Analyses (TIA) for delay claims
  - b. Claims defense, response and resolution

## **DELIVERABLES**

### **Construction Phase Services (Phase 1 Only)**

1. Oncor/Round Rock conduit plan and profile sheet.
2. Reviewed shop drawings/submittals.
3. Responses to up to 15 RFIs.
4. Up to 5 minor redesign plan revisions.
5. Up to 5 change orders.
6. Updated plans per Task 13 item 7.
7. Review for up to 10 monthly pay applications including supporting documentation.
8. Punch list.

**ADDENDUM TO EXHIBIT C**  
**Work Schedule**

Attached Behind This Page

E BAGDAD AVE EXTENSION SUPPLEMENTAL #5  
EXHIBIT C

ID	Task Name	Start	Finish	2015			2016			2017				2018				
				Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
1	NTP	Tue 9/29/15	Tue 9/29/15															
2	Supplemental #1	Thu 3/10/16	Thu 3/10/16															
3	Supplemental #2	Thu 9/8/16	Thu 9/8/16															
41	Supplemental #3	Mon 4/3/17	Mon 4/3/17															
5	Supplemental #4	Fri 8/25/17	Fri 8/25/17															
4	Anticipated NTP Supplemental #5	Thu 2/15/18	Thu 2/15/18															
6	Survey	Wed 9/30/15	Fri 5/6/16															
7	Environmental Tech Memo	Thu 10/1/15	Mon 5/9/16															
8	<b>Prepare 30% Plans</b>	<b>Thu 10/1/15</b>	<b>Tue 7/5/16</b>															
9	Roadway & Drainage Design	Thu 10/1/15	Fri 6/3/16															
10	QA/QC	Mon 6/6/16	Fri 6/10/16															
11	Submit 30% Plans and Environmental Tech Memo	Mon 6/13/16	Mon 6/13/16															
12	City Review 30% Plans and Environmental Tech Mem	Tue 6/14/16	Fri 7/1/16															
13	Meet with City to Review 30% Plans and Environmental Tech Memo	Tue 7/5/16	Tue 7/5/16															
14	Geotech Pavement Design	Mon 3/21/16	Fri 7/1/16															
15	<b>Prepare 60% Plans</b>	<b>Fri 9/9/16</b>	<b>Wed 12/7/16</b>															
16	Roadway, Traffic, Utility & Drainage Design	Fri 9/9/16	Mon 10/17/16															
17	QA/QC	Tue 10/18/16	Mon 10/24/16															
18	Submit 60% Plans	Tue 10/25/16	Tue 10/25/16															
19	City Review 60% Plans	Wed 10/26/16	Tue 12/6/16															
20	Meet with City to Review 60% Plans	Wed 12/7/16	Wed 12/7/16															
21	<b>Prepare 95% Plans Phase 1</b>	<b>Thu 12/8/16</b>	<b>Wed 5/3/17</b>															
22	Roadway, Traffic, Utility & Drainage Design	Thu 12/8/16	Wed 4/5/17															
23	QA/QC	Thu 4/6/17	Tue 4/11/17															
24	Submit 95% Plans	Wed 4/12/17	Wed 4/12/17															
25	City Review 95% Plans	Thu 4/13/17	Wed 5/3/17															
26	<b>Prepare 100% Plans Phase 1</b>	<b>Fri 5/19/17</b>	<b>Thu 1/11/18</b>															
27	Roadway, Traffic, Utility & Drainage Design	Fri 5/19/17	Fri 12/1/17															
28	QA/QC	Mon 12/4/17	Fri 12/8/17															
29	Submit 100% Plans	Mon 12/11/17	Mon 12/11/17															
30	Water Pollution Abatement Plan	Thu 9/15/16	Wed 11/8/17															
31	Bid Phase Services	Tue 12/12/17	Thu 1/11/18															
32	<b>Prepare 95% Plans Phase 2</b>	<b>Mon 8/28/17</b>	<b>Thu 2/1/18</b>															
33	Roadway, Traffic, Utility & Drainage Design	Mon 8/28/17	Wed 1/3/18															
34	QA/QC	Thu 1/4/18	Wed 1/10/18															
35	Submit 95% Plans	Thu 1/11/18	Thu 1/11/18															
36	City Review 95% Plans	Fri 1/12/18	Thu 2/1/18															
37	<b>Prepare 100% Plans Phase 2</b>	<b>Fri 2/2/18</b>	<b>Mon 4/16/18</b>															
38	Roadway, Traffic, Utility & Drainage Design	Fri 2/2/18	Thu 3/29/18															
39	QA/QC	Fri 3/30/18	Fri 4/13/18															
40	Submit 100% Plans	Mon 4/16/18	Mon 4/16/18															
42	<b>Construction Phase Services - Phase 1</b>	Fri 1/12/18	Mon 12/31/18															

**ADDENDUM TO EXHIBIT D**  
**Fee Schedule**

Attached Behind This Page

**E BAGDAD AVE EXTENSION  
SUPPLEMENTAL #5  
EXHIBIT D**

**Project Name:** E Bagdad Ave Extension

<b>Task</b>	<b>Total Labor Hours</b>	<b>Total Loaded Labor Cost</b>	<b>Other Direct Costs</b>	<b>Subconsultants</b>	<b>TOTALS</b>
Task 1: Project Management	30.0	\$4,182.29			\$4,182.29
Task 5: Direct Expenses			\$428.00		\$428.00
Task 13: Construction Phase Services (Phase 1 Only)	638.0	\$96,319.52			\$96,319.52
<b>GRAND TOTAL:</b>	<b>668</b>	<b>\$100,501.81</b>	<b>\$428.00</b>	<b>\$0.00</b>	<b>\$100,929.81</b>

Overhead Rate = 157.53%  
Profit Rate = 12%

Atkins Raw Labor = \$ 34,844.00  
Atkins Overhead = \$ 54,889.75  
Atkins Profit = \$ 10,768.06  
Atkins Total Labor = \$ 100,501.81

**E BAGDAD AVE EXTENSION  
SUPPLEMENTAL #5  
EXHIBIT D**

**Task 1: Project Management**

Task Description	Project Manager	Design Engineer	Design EIT	CADD Operator	GIS Graphics	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 82.00	\$ 45.00	\$ 32.50	\$ 26.00	\$ 25.00	\$ 31.50	
<b>A. Project Management</b>							
1. Prepare monthly project status updates and invoices	10					20	30
<b>Totals</b>	<b>10</b>					<b>20</b>	<b>30</b>
Raw Labor	\$ 820.00	\$ -	\$ -	\$ -	\$ -	\$ 630.00	\$ 1,450.00
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	
	\$ 2,365	\$ -	\$ -	\$ -	\$ -	\$ 1,817	\$ 4,182.29

**E BAGDAD AVE EXTENSION  
SUPPLEMENTAL #5  
EXHIBIT D**

<b>Task 5: Direct Expenses</b>				
<b>Direct Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Site Visits &amp; Meetings</b>				
Mileage	Mile	800	\$0.535	\$428.00
<b>Permits/Fees</b>				
TCEQ WPAP Application fee	EA		\$4,000.00	\$0.00
<b>Printing</b>				
Exhibits (Color on Bond)	SF		\$5.00	\$0.00
Photocopies B/W (8.5 X 11)	EA		\$0.05	\$0.00
Photocopies B/W (11 X 17)	EA		\$0.10	\$0.00
Mylar Plots (11 X 17)	EA		\$2.50	\$0.00
Overnight Mail - letter size	EA		\$17.50	\$0.00
Overnight Mail - oversized box	EA		\$35.00	\$0.00
Courier Services	EA		\$37.50	\$0.00
<b>Total Direct Expenses</b>				<b>\$428.00</b>

**E BAGDAD AVE EXTENSION  
SUPPLEMENTAL #5  
EXHIBIT D**

**TASK 13: CONSTRUCTION PHASE SERVICES (Phase 1 Only)**

Task Description	Project Manager	Senior Engineer (QAQC)	Senior Engineer	Design Engineer	Design EIT	Senior Eng Tech	Senior CADD Operator	CADD Operator	GIS Graphics	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 82.00	\$ 65.00	\$ 62.00	\$ 45.00	\$ 32.50	\$ 44.00	\$ 35.00	\$ 26.00	\$ 25.00	\$ 31.50	
<b>A. Construction Phase Services (Phase 1 only)</b>											
1. Attend up to 32 weekly meetings	64		20	20							104.0
2. Oncor conduit plan revision		2	6		16		32				56.0
3. Shop drawing/submittal review			40		80		4				124.0
4. Respond to up to 15 RFIs (4 hours each)	15		15	30							60.0
5. Prepare up to 5 minor design changes (16 hours each)	10		20	50							80.0
6. Prepare up to 5 change orders (16 hours each)	10		20	50							80.0
7. Assemble updated plans	8		8	16	40						72.0
8. Review up to 10 pay applications	10				20						30.0
9. Walkthrough and punch list	8		8	16							32.0
<b>Totals</b>	<b>125.0</b>	<b>2.0</b>	<b>137.0</b>	<b>182.0</b>	<b>156.0</b>		<b>36.0</b>				<b>638.0</b>
Raw Labor	\$ 10,250.00	\$ 130.00	\$ 8,494.00	\$ 8,190.00	\$ 5,070.00	\$ -	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 33,394.00
Multiplier	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88	
	\$ 29,564	\$ 375	\$ 24,500	\$ 23,623	\$ 14,624	\$ -	\$ 3,634	\$ -	\$ -	\$ -	\$ 96,319.52

# 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.**  
Atkins North America, Inc.  
Tampa, FL United States

Certificate Number:  
2018-312391

Date Filed:  
02/12/2018

**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.**  
E Bagdad Ave Extension Project  
Supplemental #5: Construction Phase Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Atkins North America Holdings Corporation	Tampa, FL United States	X	
	Nash, George	Edison, NJ United States	X	
	Edgar IV, C. Ernest	Tampa, FL United States	X	
	Newton, Michael M.	Tampa, FL United States	X	
	Steele Jr., James R.	Tampa, FL United States	X	
	Quinn Sr., David D.	Boston, MA United States	X	
	Burns Jr., Kenneth J.	Denver, CO United States	X	

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

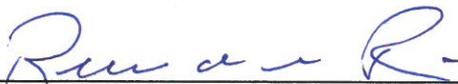
**6 UNSWORN DECLARATION**

My name is Rene de los Rios, Assistant Secretary, and my date of birth is May 29th, 1970.

My address is 800 Waterford Way, Suite 700, Miami, FL, 33126, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Miami-Dade County, State of Florida, on the 12th day of February, 2018.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.9**

**Title:** Consider a resolution authorizing the Mayor to execute a Contract with Jimmy Evans Company for the Texas Avenue Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$579,009.20

**Indexes:** RR Transportation and Economic Development Corporation (Type B)

**Attachments:** Resolution, Bid Tab, Recommendation Letter, Form 1295

**Department:** Transportation Department

### Text of Legislative File 2018-5272

This segment of Texas Avenue was one of the examples highlighted in the initial 5 year plan, addressing neighborhood connectivity. When completed, this short piece of Texas Avenue will close the gap between Greenhill Drive to the west and Country Aire Drive to the east. This project supports business development and increased mobility, while offering additional relief to the arterial system.. This project is being constructed as a typical 30' wide two lane roadway. Construction will consist of : asphalt pavement, curb & gutter, concrete sidewalk, concrete driveway construction, pavement markings, signage, storm sewer extension, and grading. The City of Round Rock Transportation Department held a public bid opening on February 28th, 2018 at 2:00 pm in the Transportation office. Eight (8) sealed bids were received from contractors and read aloud. Bid results were as follows:

Jimmy Evans	\$579,009.20
Whitestone Civil Const.	\$621,420.00
CHASCO	\$658,865.00
MA Smith Contracting	\$674,495.75
Cox Commercial Const.	\$712,351.50
Jordan Foster Const.	\$780,327.00
Aaron Concrete	\$906,305.70
Patin Const, LLC	\$944,244.40
Project engineers estimate	\$711,487.51

After review of the bids, the Transportation Department recommends awarding the contract to

the Jimmy Evans Company in the amount of \$579,009.20.

**Cost: \$579,009.20**

**Source of Funds: RR Transportation and Economic Development Corporation**

**RESOLUTION NO. R-2018-5272**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Texas Avenue Project; and

**WHEREAS**, Jimmy Evans Company has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Jimmy Evans Company, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Jimmy Evans Company for the Texas Avenue Project.

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

**RESOLVED** this 22nd day of March, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**THE CITY OF ROUND ROCK**  
**Transportation Department**

2008 Enterprise Drive  
 Round Rock, Texas 78664



*John R. Mutchler*  
 28 FEB 2018

BIDS EXTENDED AND CHECKED

RESPONSES: 8  
 CHECKED BY: Aguirre & Fields  
 DATE: 2/28/2018  
 SHEET 1 of 1

**CERTIFIED BID TABULATION**

CONTRACT: Texas Avenue						E.O.P.C.		Jimmy Evans		Whitestone Civil Construction		Chasco Construction		MA Smith Contracting		Cox Commercial Construction		Jordan Foster Construction		Aaron Concrete Contractors		Patin Construction LLC	
LOCATION: Round Rock TX						Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: February 28, 2018						Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes		Addendum(s) No Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	PREPARING ROW	8.00	STA	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00	\$400.00	\$3,200.00	\$9,615.00	\$76,920.00	\$2,200.00	\$17,600.00	\$3,500.00	\$28,000.00	\$3,600.00	\$28,800.00	\$4,000.00	\$32,000.00	\$13,377.00	\$107,016.00		
2	REMOVE EXIST 12 IN A.C. WATER PIPE	228.00	LF	\$40.00	\$9,120.00	\$35.00	\$7,980.00	\$80.00	\$18,240.00	\$23.00	\$5,244.00	\$20.00	\$4,560.00	\$70.00	\$15,960.00	\$30.00	\$6,840.00	\$45.00	\$10,260.00	\$20.00	\$4,560.00		
3	ASBESTOS ABATEMENT PLAN	1.00	LS	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$825.00	\$825.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00		
4	REMOVE P.C. CURB	259.00	LF	\$2.25	\$582.75	\$12.00	\$3,108.00	\$4.00	\$1,036.00	\$9.00	\$2,331.00	\$7.00	\$1,813.00	\$8.00	\$2,072.00	\$5.00	\$1,295.00	\$7.00	\$1,813.00	\$3.00	\$777.00		
5	REMOVING P.C. SIDEWALKS & DRIVEWAYS	365.00	SF	\$4.50	\$1,642.50	\$6.00	\$2,190.00	\$4.00	\$1,460.00	\$4.00	\$1,460.00	\$19.00	\$6,935.00	\$3.00	\$1,095.00	\$2.00	\$730.00	\$5.00	\$1,825.00	\$3.00	\$1,095.00		
6	REMOVING STAB BASE & ASPH PAV(14")	206.00	SY	\$4.00	\$824.00	\$7.00	\$1,442.00	\$2.00	\$412.00	\$10.50	\$2,163.00	\$8.00	\$1,648.00	\$13.00	\$2,678.00	\$6.00	\$1,236.00	\$11.00	\$2,266.00	\$5.00	\$1,030.00		
7	STREET EXCAVATION	3,798.00	CY	\$7.00	\$26,586.00	\$10.00	\$37,980.00	\$9.00	\$34,182.00	\$12.50	\$47,475.00	\$14.00	\$53,172.00	\$12.00	\$45,576.00	\$10.00	\$37,980.00	\$22.00	\$83,556.00	\$30.00	\$113,940.00		
8	EXCAVATION	2,400.00	CY	\$12.00	\$28,800.00	\$10.00	\$24,000.00	\$9.00	\$21,600.00	\$17.50	\$42,000.00	\$16.00	\$38,400.00	\$14.00	\$33,600.00	\$16.00	\$38,400.00	\$25.00	\$60,000.00	\$30.00	\$72,000.00		
9	EMBANKMENT	365.00	CY	\$8.00	\$2,920.00	\$10.00	\$3,650.00	\$6.00	\$2,190.00	\$38.00	\$13,870.00	\$20.00	\$7,300.00	\$5.00	\$1,825.00	\$6.00	\$2,190.00	\$10.00	\$3,650.00	\$30.00	\$10,950.00		
10	LIME TREATED SUBGRADE 10" THICK	4,075.00	SY	\$6.90	\$28,117.50	\$8.00	\$32,600.00	\$10.00	\$40,750.00	\$8.00	\$32,600.00	\$11.00	\$44,825.00	\$9.00	\$36,675.00	\$8.00	\$32,600.00	\$15.00	\$61,125.00	\$12.00	\$48,900.00		
11	FLEXIBLE BASE	1,855.00	CY	\$55.00	\$102,025.00	\$47.00	\$87,185.00	\$49.00	\$90,895.00	\$31.00	\$57,505.00	\$39.00	\$72,345.00	\$35.00	\$64,925.00	\$48.00	\$89,040.00	\$60.00	\$111,300.00	\$47.00	\$87,185.00		
12	PRIME COAT	448.00	GAL	\$3.00	\$1,344.00	\$4.50	\$2,016.00	\$5.00	\$2,240.00	\$4.50	\$2,016.00	\$3.25	\$1,456.00	\$5.00	\$2,240.00	\$5.00	\$2,240.00	\$4.00	\$1,792.00	\$5.50	\$2,464.00		
13	SURFACE MILLING	1,493.00	SY	\$5.00	\$7,465.00	\$6.00	\$8,958.00	\$6.00	\$8,958.00	\$6.00	\$8,958.00	\$5.25	\$7,838.25	\$6.00	\$8,958.00	\$8.00	\$11,944.00	\$6.00	\$8,958.00	\$7.00	\$10,451.00		
14	HMAC PAV TY B	531.00	TON	\$95.00	\$50,445.00	\$75.00	\$39,825.00	\$90.00	\$47,790.00	\$80.00	\$42,480.00	\$84.00	\$44,604.00	\$70.00	\$37,170.00	\$95.00	\$50,445.00	\$86.00	\$45,666.00	\$87.00	\$46,197.00		
15	HMAC PAV TY C	520.00	TON	\$95.00	\$49,400.00	\$86.00	\$44,720.00	\$90.00	\$46,800.00	\$91.00	\$47,320.00	\$85.00	\$44,200.00	\$80.00	\$41,600.00	\$109.00	\$56,680.00	\$87.00	\$45,240.00	\$100.00	\$52,000.00		
16	TRENCH EXCAVATION PROTECTION	294.00	LF	\$7.00	\$2,058.00	\$4.00	\$1,176.00	\$3.00	\$882.00	\$7.00	\$2,058.00	\$1.00	\$294.00	\$1.00	\$294.00	\$6.00	\$1,764.00	\$10.00	\$2,940.00	\$20.00	\$5,880.00		
17	CL A CONC (HYDRAULIC STRUCTURE)(TRICKLE CHANNEL)	8.00	CY	\$510.00	\$4,080.00	\$600.00	\$4,800.00	\$500.00	\$4,000.00	\$485.00	\$3,880.00	\$375.00	\$3,000.00	\$1,200.00	\$9,600.00	\$802.00	\$6,416.00	\$700.00	\$5,600.00	\$500.00	\$4,000.00		
18	CL C CONC (HYDRAULIC STRUCTURE)(SPLITTER BOX)	70.00	CY	\$600.00	\$42,000.00	\$700.00	\$49,000.00	\$700.00	\$49,000.00	\$735.00	\$51,450.00	\$425.00	\$29,750.00	\$1,200.00	\$84,000.00	\$1,400.00	\$98,000.00	\$1,200.00	\$84,000.00	\$500.00	\$35,000.00		
19	P.C. CONCRETE CURB & GUTTER(FINE GRADING)	1,463.00	LF	\$30.00	\$43,890.00	\$21.00	\$30,723.00	\$12.00	\$17,556.00	\$13.00	\$19,019.00	\$14.00	\$20,482.00	\$11.50	\$16,824.50	\$16.00	\$23,408.00	\$12.00	\$17,556.00	\$13.00	\$19,019.00		
20	P.C. CONCRETE CURB(FINE GRADING)	24.00	LF	\$20.00	\$480.00	\$23.00	\$552.00	\$15.00	\$360.00	\$14.00	\$336.00	\$30.00	\$720.00	\$25.00	\$600.00	\$16.00	\$384.00	\$26.00	\$524.00	\$13.00	\$312.00		
21	NEW P.C. CONCRETE SIDEWALKS 4 INCH THICKNESS	2,863.00	SF	\$5.00	\$14,315.00	\$9.00	\$25,767.00	\$5.00	\$14,315.00	\$4.00	\$11,452.00	\$5.75	\$16,462.25	\$7.00	\$20,041.00	\$10.00	\$28,630.00	\$6.50	\$18,609.50	\$6.00	\$17,178.00		
22	P.C. CONCRETE DRIVEWAY	2,181.00	SF	\$22.00	\$47,982.00	\$9.00	\$19,629.00	\$9.00	\$19,629.00	\$5.00	\$10,905.00	\$8.25	\$17,993.25	\$11.00	\$23,991.00	\$10.00	\$21,810.00	\$7.00	\$15,267.00	\$8.00	\$17,448.00		
23	P.C. CONCRETE VALLEY GUTTERS	492.00	SF	\$15.00	\$7,380.00	\$8.00	\$3,936.00	\$10.00	\$4,920.00	\$8.00	\$3,936.00	\$12.00	\$5,904.00	\$16.00	\$7,872.00	\$12.00	\$5,904.00	\$8.00	\$3,936.00	\$10.00	\$4,920.00		
24	PUB 4x4'	1.00	EA	\$3,800.00	\$3,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$5,300.00	\$5,300.00		
25	PSL-RG (4x4')	1.00	EA	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,900.00	\$5,900.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$4,400.00	\$4,400.00	\$4,300.00	\$4,300.00	\$5,300.00	\$5,300.00		
26	PAZD-FG (3x3')	1.00	EA	\$3,800.00	\$3,800.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$4,600.00	\$4,600.00		
27	ADJUSTING WATER VALVE BOXES TO GRADE	6.00	EA	\$600.00	\$3,600.00	\$320.00	\$1,920.00	\$300.00	\$1,800.00	\$138.00	\$828.00	\$350.00	\$2,100.00	\$500.00	\$3,000.00	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$350.00	\$2,100.00		
28	4 DIA SANITARY SEWER MANHOLE	2.00	EA	\$5,000.00	\$10,000.00	\$4,300.00	\$8,600.00	\$5,000.00	\$10,000.00	\$4,400.00	\$8,800.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$6,200.00	\$12,400.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00		
29	BIODEG EROSN CONT LOGS (INSTL) (12")	523.00	LF	\$4.00	\$2,092.00	\$5.00	\$2,615.00	\$8.00	\$4,184.00	\$5.00	\$2,615.00	\$8.25	\$4,314.75	\$5.00	\$2,615.00	\$6.00	\$3,138.00	\$5.00	\$2,615.00	\$50.00	\$26,150.00		
30	BIODEG EROSN CONT LOGS (REMOVE)	523.00	LF	\$1.00	\$523.00	\$1.00	\$523.00	\$1.00	\$523.00	\$1.00	\$523.00	\$1.10	\$575.30	\$1.00	\$523.00	\$0.60	\$313.80	\$0.60	\$313.80	\$10.00	\$5,230.00		
31	PCO 15x3'	1.00	EA	\$5,700.00	\$5,700.00	\$7,800.00	\$7,800.00	\$6,000.00	\$6,000.00	\$7,700.00	\$7,700.00	\$7,500.00	\$7,500.00	\$5,600.00	\$5,600.00	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00	\$10,400.00	\$10,400.00		
32	PCO 10x3'	1.00	EA	\$4,000.00	\$4,000.00	\$5,600.00	\$5,600.00	\$4,000.00	\$4,000.00	\$4,900.00	\$4,900.00	\$5,300.00	\$5,300.00	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00	\$5,100.00	\$5,100.00	\$6,300.00	\$6,300.00		
33	18 IN RCP PIPE	65.00	LF	\$55.00	\$3,575.00	\$47.00	\$3,055.00	\$85.00	\$5,525.00	\$56.00	\$3,640.00	\$55.00	\$3,575.00	\$75.00	\$4,175.00	\$80.00	\$4,800.00	\$130.00	\$8,450.00	\$50.00	\$3,250.00		
34	24 IN RCP PIPE	188.00	LF	\$75.00	\$14,100.00	\$48.00	\$9,024.00	\$95.00	\$17,860.00	\$75.00	\$14,100.00	\$73.00	\$13,724.00	\$75.00	\$14,100.00	\$110.00	\$20,880.00	\$110.00	\$20,880.00	\$55.00	\$10,340.00		
35	36 IN RCP PIPE	76.00	LF	\$127.00	\$9,652.00	\$90.00	\$6,840.00	\$175.00	\$13,300.00	\$123.00	\$9,348.00	\$118.00	\$9,868.00	\$150.00	\$11,400.00	\$140.00	\$10,640.00	\$190.00	\$14,440.00	\$110.00	\$8,360.00		
36	6 IN PVC SEWER PIPE	177.00	LF	\$75.00	\$13,275.00	\$25.00	\$4,425.00	\$45.00	\$7,875.00	\$30.00	\$4,500.00	\$40.00	\$5,400.00	\$50.00	\$7,500.00	\$39.00	\$5,850.00	\$80.00	\$6,000.00	\$75.00	\$5,775.00		
37	8 IN PVC SEWER PIPE	242.00	LF	\$105.00	\$25,410.00	\$26.00	\$6,292.00	\$50.00	\$12,100.00	\$49.00	\$11,858.00	\$50.00	\$12,100.00	\$65.00	\$15,730.00	\$45.00	\$10,890.00	\$90.00	\$21,780.00	\$85.00	\$20,570.00		
38	6 IN SANITARY SEWER CLEANOUT	1.00	EA	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$400.00	\$400.00	\$450.00	\$450.00	\$1,600.00	\$1,600.00	\$800.00	\$800.00	\$100.00	\$100.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00		
39	CURB RAMPS (TY 7)	7.00	EA	\$1,675.00	\$11,725.00	\$1,000.00	\$7,000.00	\$1,100.00	\$7,700.00	\$495.00	\$3,465.00	\$1,600.00	\$11,200.00	\$1,700.00	\$11,9								



**AGUIRRE & FIELDS LP**  
**ENGINEERS AND PLANNERS**

February 28, 2018

Mr. Chris Lopez  
City of Round Rock – Transportation Department  
2008 Enterprise Drive  
Round Rock, Texas 78664

Dear Mr. Lopez,

Bids for the Texas Avenue project were received at your office until 2:00 pm on February 28, 2018. A total of 8 bids were received. The bids were opened and read aloud. From low bid to high bid the bids were as follows:

1. Jimmy Evans:	\$579,009.20
2. Whitestone Civil Construction:	\$621,420.00
3. Chasco Construction:	\$658,865.00
4. MA Smith Contracting:	\$674,495.75
5. Cox Commercial Construction:	\$712,351.50
6. Jordan Foster Construction:	\$780,327.00
7. Aaron Concrete Contractors:	\$906,305.70
8. Patin Construction:	\$944,244.40

The lowest 3 bidder's submittals were checked for inclusion of the Statement of Bidder's Safety Experience, and inclusion of a bid guarantee. All three submittals contained these items.

Aguirre-Fields, LP has checked Jimmy Evans bid tabs and their bid of \$579,009.20 has been confirmed.

Based on our review I recommend that the City move forward with award of the project to Jimmy Evans.

Sincerely,

John R. Mutchler, P.E.  
Aguirre-Fields, LP

# 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.**

Jimmy Evans Company  
 Austin, TX United States

Certificate Number:  
 2018-321436

Date Filed:  
 03/03/2018

**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.**

N/A  
 Construction Services

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

5 Check only if there is NO Interested Party.

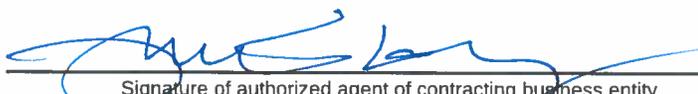
**6 UNSWORN DECLARATION**

My name is Ronnie Duenez, and my date of birth is 4/26/70.

My address is PO BOX 9749 (street), Austin (city), TX (state), 78766 (zip code), USA (country).

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

Executed in Travis County, State of TX, on the 3 day of March, 2018.  
 (month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.10**

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**Title:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County for the improvements of County Road 174 (Hairy Man Rd.)

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

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### **Text of Legislative File 2018-5275**

The attached Interlocal Agreement is presented by the Round Rock Transportation Department for Council consideration. This request is for Council to consider a Resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County that provides for the County to provide improvements to CR 174 (Hairy Man Rd.) before annexation of this segment of roadway. This agreement allows for the City to annex that portion of Hairy Man Rd. depicted in Exhibit "A" prior to completion of the County project and assume operations and maintenance of that portion after the County has completed the County project. That work is anticipated to be completed by December 31st, 2019.

**RESOLUTION NO. R-2018-5275**

**WHEREAS**, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

**WHEREAS**, the City of Round Rock wishes to enter into an Interlocal Agreement with Williamson County regarding the improvements of County Road 174 (also known as Hairy Man Road), Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement Regarding Improvement of County Road 174 with Williamson County, 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT**

**"A"**

**INTERLOCAL AGREEMENT REGARDING  
IMPROVEMENT OF COUNTY ROAD 174**

THE STATE OF TEXAS                   §  
  §                   KNOW ALL BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

**THIS INTERLOCAL AGREEMENT REGARDING THE IMPROVEMENT OF COUNTY ROAD 174 ("Agreement")** is entered into between the City of Round Rock, a political subdivision of the State of Texas ("City") and Williamson County, a political subdivision of the State of Texas (the "County"). In this Agreement, the City and the County are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the County plans to improve County Road 174, also known as Hairy Man Road, from Walsh Drive to Sam Bass Road (the "County Project"); and

**WHEREAS**, the City is considering annexing certain property abutting CR 174 / Hairy Man Road; and

**WHEREAS**, the City desires the County to complete the County Project after annexation; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
PROJECT**

**1.01 General.** The purpose of this Agreement is to provide for the County's improvement of CR 174 / Hairy Man Road before annexation by the City.

**1.02 County Project.** The County Project shall include widening of Hairy Man Road from Walsh Drive to Sam Bass Road to provide for two 11.5- foot lanes and 2- foot shoulders on each side. Additionally, the improvements will include raised profile markings along the center line and shoulders. The County will complete the County Project by December 31, 2019.

**1.03 Annexation and Maintenance.** The City agrees to annex that portion of Hairy Man Road as shown on Exhibit "A" prior to completion of the County Project and assume operations and maintenance of that portion after the County has completed the County Project.

**II.**  
**GENERAL PROVISIONS**

**2.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**2.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**2.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**2.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**2.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

**2.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**2.07 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**2.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:** City Manager  
Attn: Laurie Hadley  
221 E. Main Street  
Round Rock, Texas 78664

**COUNTY:** Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Judge Dan Gattis

**2.09 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**2.10 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

*(SIGNATURES ON FOLLOWING PAGE)*

**ATTEST:**

**CITY OF ROUND ROCK, TEXAS:**

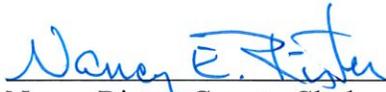
\_\_\_\_\_  
Sara White, City Clerk

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

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

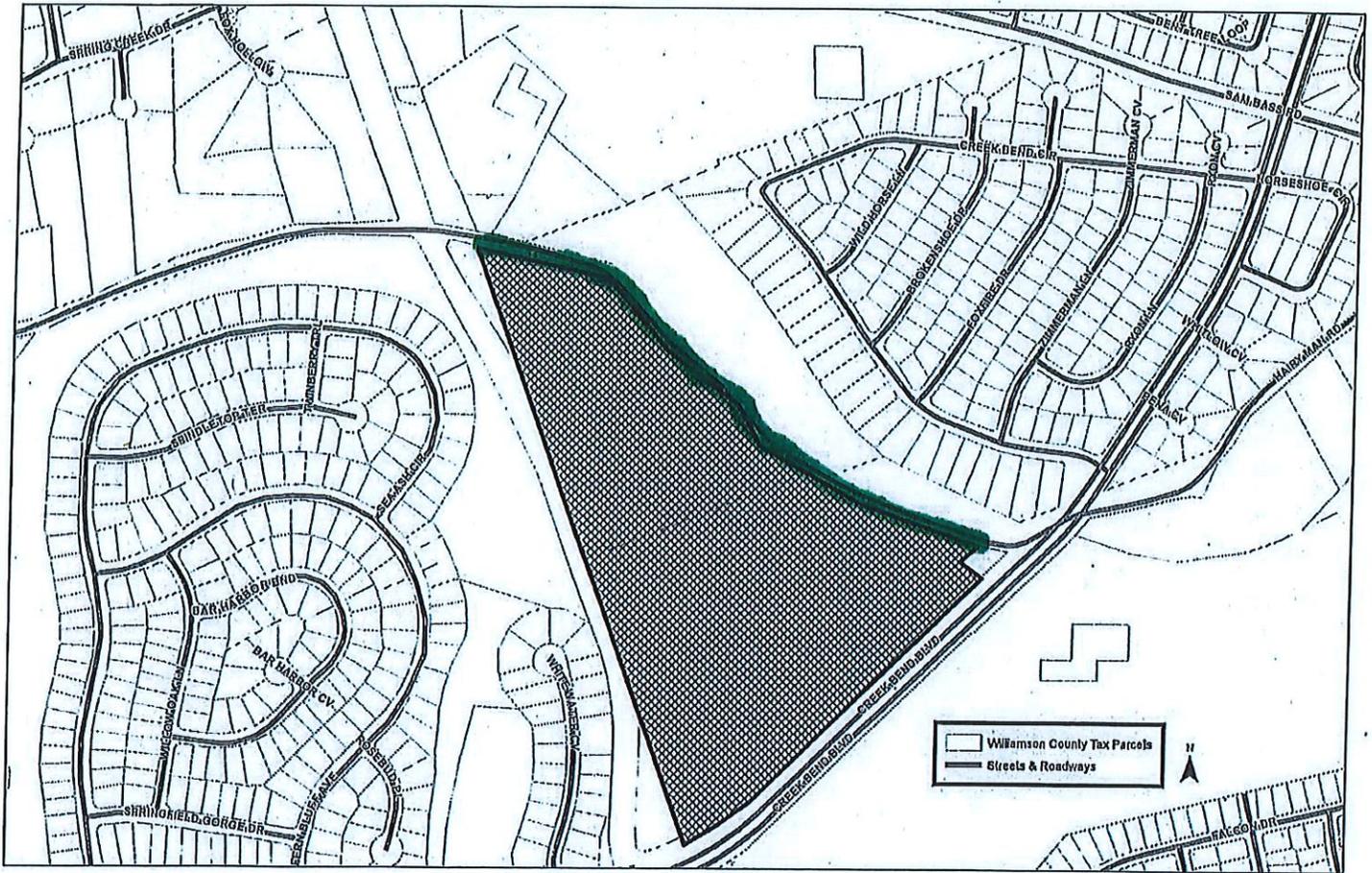
**ATTEST:**

**WILLIAMSON COUNTY:**

  
\_\_\_\_\_  
Nancy Rister, County Clerk

By:   
\_\_\_\_\_  
Dan Gattis, County Judge

Date: 01-22-2018



tabbles

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.11**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Oliver Termite and Pest Control, Inc. for pest control services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$271,025.00

**Indexes:** General Fund

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

**Department:** General Services Department

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### **Text of Legislative File 2018-5263**

On October 20th 2017, the City received four (4) bids for Pest Control services for the City of Round Rock. Oliver Termite and Pest Control was the lowest bidder. The agreement will be for 60 months.

**Cost: \$271,025.00 (5 Year Contract)**

**Source of Funds: General Fund**

**RESOLUTION NO. R-2018-5263**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the purchase of pest control services; and

**WHEREAS**, Oliver Termite and Pest Control, Inc. has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Oliver Termite and Pest Control, 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 Purchase of Pest Control Services from Oliver Termite and Pest Control, 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

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

**CITY OF ROUND ROCK  
AGREEMENT FOR PURCHASE OF  
PEST CONTROL SERVICES FROM  
OLIVER TERMITE AND PEST CONTROL, 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 pest control services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of March, 2018, 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 OLIVER TERMITE AND PEST CONTROL, INC., whose offices are located at 111 West Anderson Lane, Austin, Texas 78752 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase pest control services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" (IFB) for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; 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 Invitation for Bid designated IFB 17-020, Class/Item No. 910/59 dated September 2017; (b) Service Provider's Response to the IFB; (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 Response to IFB;
- (3) City's Invitation for Bids, 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 Oliver Termite and Pest Control, Inc., or any of its corporate structures, successors or assigns.

## **2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS**

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 IFB and Response to IFB 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 IFB and as offered by Services Provider in its Response to the IFB.

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 ITEMS AWARDED; SCOPE OF WORK**

**Items Awarded.** All bid items on Exhibit “A” are awarded to Services Provider.

**Scope of Work.** For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 17-020, Class/Item No. 910/59 dated September 2017). Services Provider has issued its response agreeing to provide all such required service 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 COSTS**

Bid costs listed on, Attachment A: Bid Form of Exhibit “A,” shall be the basis of any charges collected by the Services Provider. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Seventy-One Thousand Twenty-Five and No/100 Dollars (\$271,025.00)** total for the term of this Agreement.

#### **6.01 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.

#### **7.01 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.

#### **8.01 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.

#### **9.01 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.

#### **10.01 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.

#### **11.01 TAXES**

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

#### **12.01 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.

#### **13.01 INSURANCE**

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response 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).

#### **14.01 CITY'S REPRESENTATIVE**

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

Pete Dominguez, Facilities Manager  
General Services Department  
212 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3144

#### **15.01 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.

## **16.01 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.

## **17.01 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.

## **18.01 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.

## **19.01 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. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, 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.

## **20.01 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.

**21.01 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:**

Oliver Termite and Pest Control, Inc.  
111 West Anderson Lane  
Austin, TX 78752

**Notice to City:**

City Manager 221 East Main Street Round Rock, TX 78664	AND TO:	Stephen L. Sheets, City Attorney 309 East Main Street Round Rock, TX 78664
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Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

**22.01 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.

**23.01 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.

**24.01 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.

### **25.01 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.

### **26.01 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: \_\_\_\_\_  
Sara White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Oliver Termite and Pest Control, Inc.**

By: Byron K Bonhomme  
Printed Name: Byron K Bonhomme  
Title: President  
Date Signed: February 13, 2018



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

**INVITATION FOR BID (IFB)**

**Pest Control Services**

**SOLICITATION NUMBER 17-020**

**September 2017**

**Exhibit "A"**

**PART I**  
**GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks vendors experienced in Pest Control services.
2. **ATTACHMENTS:** Attachment A through C, are herein made part of this Invitation For Bid:
  - 2.1 **Attachment A:** Bid Sheet
  - 2.2 **Attachment B:** Reference Sheet
  - 2.3 **Attachment C:** Addendum Acknowledgment Form
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Yvonne Hopkins, CTPM  
Purchaser  
Purchasing Division  
City of Round Rock  
Phone: 512-218-3228  
E-mail: [yhopkins@roundrocktexas.gov](mailto:yhopkins@roundrocktexas.gov)

Or

Oscar Wise  
Purchaser  
Purchasing Division  
City of Round Rock  
Phone: 512-218-5456  
E-mail: [owise@roundrocktexas.gov](mailto:owise@roundrocktexas.gov)

**SCHEDULE AND RESPONSE INSTRUCTIONS**

4. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	September 19, 2017
Pre-Bid meeting	Monday, September 25, 2017 @ 9:00 AM, CST
Deadline for submission of questions	October 6, 2017 @ 5:00 PM, CST
City responses to questions or addendums	October 11, 2017 @ 5:00 PM, CST
<b>Deadline for submission of responses / Bid Due Date</b>	<b>October 20, 2017 @ 3:00 PM, CST</b>

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 <http://www.roundrocktexas.gov/bids>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Any notice of date changes will be posted to the City's website, shown above.

5. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

**Respondent'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

**Exhibit "A"**

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.

**The City's designated representative:** The City's designated representative shall be:

**Pete Dominguez**  
**Facilities Manager**  
**General Services**  
**Phone: 512-341-3144**  
**Email: pdominguez@roundrocktexas.gov**

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the solicitation documents and the services specified. The pre-bid meeting will be conducted on the date specified in the schedule of events (Part I, Section 4.). Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.

**City of Round Rock**  
**City Hall – Council Chambers, 1<sup>st</sup> Floor**  
**221 E. Main Street**  
**Round Rock, Texas 78664**

8. **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. Mail or hand deliver sealed responses to:

**City of Round Rock**  
**Attn: Yvonne Hopkins**  
**Purchasing Department**  
**221 E. Main Street**  
**Round Rock, Texas 78664-5299**

The individuals listed above may be contacted by e-mail for clarification of the specifications only. 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.

- 8.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 8.2 Facsimile or electronically transmitted responses are not acceptable.
- 8.3 Responses cannot be altered or amended after opening.
- 8.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

## Exhibit "A"

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 9.1 Purchase price;
  - 9.2 Reputation of Respondent and of Respondent's goods and services;
  - 9.3 Quality of the Respondent's goods and services;
  - 9.4 The extent to which the goods and services meet the City's needs;
  - 9.5 Respondent's past performance with the City;
  - 9.6 The total long-term cost to the City to acquire the Respondent's goods or services;
  - 9.7 Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
11. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 11.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 11.2 Provide City contact(s) information for implementation of agreement.
  - 11.3 Identify specific milestones, goals and strategies to meet objectives.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
13. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.
14. **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:
- 14.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial pest control services as specified herein, offices must be located in Williamson or bordering

## Exhibit "A"

counties and the firm shall have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;

- 14.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
15. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in Commercial Pest Control Services.
16. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
17. **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:
  - 17.1 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;
  - 17.2 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;
  - 17.3 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 Successful Respondents' obligations under this paragraph.
18. **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.
19. **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 at anniversary date of the executed contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% per bid line item.
  - 19.1 **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 Series ID CUUR0000SAG: Other goods and services in U.S. city average, all urban, not seasonally adjusted. 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/>.
  - 19.2 **Procedure to Request Increase:**

## Exhibit "A"

- 19.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to the 12-month anniversary date of contract execution. 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 East Main Street  
Round Rock, TX 79664-5299**

- 19.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

20. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 20.1 The term of the Agreement shall begin from date of award and shall remain in full force for five (5) years, equal to sixty (60) months.
- 20.2 The City reserves the right to review the awarded respondents' performance anytime during the contract term.

21. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, the site shall be re-treated at no additional cost to the City. The City designated representative shall determine if the entire site is to be re-treated, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

## **PART II** **SPECIFICATIONS**

### **1. SCOPE:**

This specification establishes the minimum requirements of Pest Control services for various departments for the City of Round Rock ("City"). It is a goal of the City to implement the Integrated Pest Management (IPM) program as a strategy for control of pests in and around City facilities. The following description details the City's understanding of the scope and type of IPM program services to be rendered.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

It is the City's preference to award a single contract for its pest and termite control needs; however, the City reserves the right to make multiple awards based on convenience or any criteria deemed by the City to be most advantageous.

### **2. CONTRACTOR RESPONSIBILITIES:**

The Contractor shall provide a comprehensive IPM program for the buildings and other areas listed in this specification. The IPM program is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM program should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

#### **Contractor shall:**

- 2.1** Furnish material, labor, and equipment required to provide the pest control inspections, termite inspection, and treatment services specified herein.
- 2.2** Provide "food service approved" flying insect light traps for food service areas.
- 2.3** Provide approved bait stations sufficient to meet the needs of the department/facility, as needed.
- 2.4** Respond to the department contact within one (1) hour from receipt of request and be onsite within two (2) hours of notification for emergency service.
- 2.5** Respond to call back requests for pest infestations between regularly scheduled inspections. 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.
- 2.6** Coordinate with the City's contact or designee to develop a firm schedule for each building. Provide a copy of each department's schedule to the City's department contact. Each location will be inspected as scheduled for signs of pest infestations in addition to application of pest control measures.

## **Exhibit "A"**

- 2.7 Coordinate with the City's contact or designee 72 hours prior to or 24 hours after to issue notification to building occupants and employees when a pesticide of "not least-toxic option" is required, following an inspection and after all IPM techniques have been exhausted.
- 2.8 Obtain written approval from the City for the list of all pesticides to be used under this contract in advance of use.
- 2.9 Dispose of empty containers, unused chemicals, and supplies per Federal, State and City Regulatory Requirements.
- 2.10 Accept notification from the City in the form of emails, facsimile (FAX) or telephone. Contractor may correspond with the City via the same means.
- 2.11 Provide written reports and records of treatment type, location and frequency as requested by the City
- 2.12 Submit detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. Copies of all recommendations must be submitted to the department contact.
- 2.13 Perform pest treatment and inspection services that include the entire perimeter of the building(s) unless specified by the department contact.
- 2.14 Service must be available 24 hours a day seven days a week including holidays and after hours.

3. **SERVICE LOCATION(S):**

- 3.1 Contractor shall quote separate prices for each building. NOTE: Areas are approximate and cannot be guaranteed. Contractor is to treat the buildings described irrespective of actual area.
- 3.2 Locations may be added or deleted at any time. New locations will be priced at the same price as similar sized buildings already on the contract. There will be no additional charge for first time inspection of buildings added to the contract.
- 3.3 The Contractor may be requested to perform one-time services at buildings that are not on the contract. Contractor shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the bid sheet.

4. **PESTS TO BE TREATED:**

- 4.1 The Contractor shall provide the services required to adequately suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include but not be limited to:

- Roaches
- Ants, including Carpenter and Acrobatic
- Silverfish
- Water Bugs
- Rodents
- Spiders
- Raccoons and Opossums
- Birds and Bats
- Fleas and Ticks
- Scorpions
- Crickets
- Flying Insects, including bees, wasps and hornets (includes hive removal)
- Termites
- Crawling insects
- Mites
- Bed Bugs
- Birds

**Exhibit "A"**

- Stinging Insects
- Other Anthropoid Insects

5. **WORKFORCE**: Successful Respondent shall:

- 5.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 5.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 5.3 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. **ORDER QUANTITY**: The quantities shown on 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.

7. **PERMITS**: The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

### **PART III**

#### **RESPONSE 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.

Respondents shall submit one (1) evident signed "Original" and four (4) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This Invitation For Bid (IFB) 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 preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, all required items identified below shall be submitted with your proposal.**

**Attachment A:** Responses shall be submitted on itemized, signed Bid Sheet provided online in solicitation packet. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

**Attachment B:** Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable or greater size (15+ locations under one contract) that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Failure to provide references, any negative responses received or references that cannot be confirmed may result in disqualification of submittal.

## **Exhibit "A"**

**Attachment C:** Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

**Additional Information Requested:**

**Contract Information:** Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

**The following items shall be made available upon request by the City prior to award and the approval of any contract:**

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

## **PART IV**

### **CONFIDENTIALITY OF CONTENT**

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination

## PART V

### GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor 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 to payments made by the City in the event:
  - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

# Exhibit "A"

**ATTACHMENT A  
BID SHEET**

1. **ATTACHMENT A - BID SHEET** is posted in Solicitation Documents for IFB No. 17-020 Pest Control Services in an Excel format on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
- 1.1 In order to be considered responsive Attachment A - Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
- 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 In order to do business with the City of Round Rock, you must be registered with the City's Vendor Database.  
To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
- 1.6 The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and conditions outlined in this solicitation.

**Exhibit "A"**

**Attachment A - Bid Sheet**  
**Pest Control Services**  
**IFB No. 17-020**

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 17-020, Pest Control Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

**Special Instructions:** All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. Prices bid shall include mileage charges and service fees.

Signature required on page four (4) of this Bid Sheet

**Section A - Quarterly IPM Treatment per Location**

No.	Description	Address	City	Square Footage	(A) Annual Qty - Quarterly IPM Treatments	(B) Price per Treatment (Ea)	(A) x (B) = Extended Price
1	Allen R. Baca Parking Garage	301 W. Bagdad Ave.	Round Rock	40,000	4	\$ 75.00	\$ 300.00
2	Allen R. Baca Senior Center, Building 2	301 W. Bagdad Ave., Bldg. 2	Round Rock	28,435	4	\$ 75.00	\$ 300.00
3	Business Center	231 E. Main Street	Round Rock	18,500	4	\$ 75.00	\$ 300.00
4	Central Fire Station	203 Commerce Blvd.	Round Rock	17,468	4	\$ 75.00	\$ 300.00
5	City Hall	221 E. Main Street	Round Rock	24,000	4	\$ 75.00	\$ 300.00
6	City Hall Parking Garage	221 E. Main Street	Round Rock	40,000	4	\$ 75.00	\$ 300.00
7	Clay Madsen Recreational Center	1600 Gattis School Rd.	Round Rock	50,500	4	\$ 75.00	\$ 300.00
8	Environmental Svc Lab	5200 N. IH 35	Round Rock	2,435	4	\$ 55.00	\$ 220.00
9	Fire Logistics Warehouse	3300 Gattis School Rd.	Round Rock	6,550	4	\$ 75.00	\$ 300.00
10	Fire Station No. 2	200 W. Bagdad Ave.	Round Rock	7,677	4	\$ 75.00	\$ 300.00
11	Fire Station No. 3	1991 Rawhide Drive	Round Rock	6,550	4	\$ 75.00	\$ 300.00
12	Fire Station No. 4	1301 Double Creek Drive	Round Rock	11,232	4	\$ 75.00	\$ 300.00
13	Fire Station No. 5	350 Deepwood Drive	Round Rock	6,500	4	\$ 75.00	\$ 300.00

**Attachment A - Bid Sheet**  
**Pest Control Services**  
**IFB No. 17-020**

14	Fire Station No. 6	2919 Joe DiMaggio Blvd.	Round Rock	11,850	4	\$ 75.00	\$ 300.00
15	Fire Station No. 7	2811 Oakmont Blvd.	Round Rock	6,500	4	\$ 75.00	\$ 300.00
16	Fire Station No. 8	1612 Red Bud Lane	Round Rock	11,232	4	\$ 75.00	\$ 300.00
17	Fire Station No. 9	2721 Sam Bass Rd.	Round Rock	3,300	4	\$ 75.00	\$ 300.00
18	General Services	212 Commerce Blvd.	Round Rock	5,046	4	\$ 75.00	\$ 300.00
19	Heritage Building (both buildings)	901 Heritage Circle	Round Rock	1,200	4	\$ 55.00	\$ 220.00
20	Intermodal Ticket Booth	300 W. Bagdad Ave.	Round Rock	550	4	\$ 55.00	\$ 220.00
21	Kintingham Park House	1000 South Creek Drive	Round Rock	2,829	4	\$ 75.00	\$ 300.00
22	Library	216 E. Main Street	Round Rock	42,000	4	\$ 85.00	\$ 340.00
23	McConico Building	301 W. Bagdad Ave., Bldg. 1	Round Rock	27,000	4	\$ 85.00	\$ 340.00
24	Multi Purpose Field Complex	2001 North Kenney Fort Blvd.	Round Rock	9,000	4	\$ 75.00	\$ 300.00
25	PARD Yard	300 South Creek Blvd.	Round Rock	10,000	4	\$ 75.00	\$ 300.00
26	Police Facility	2701 North Mays Street	Round Rock	124,000	4	\$ 95.00	\$ 380.00
27	Public Works	2008 Enterprise	Round Rock	11,722	4	\$ 75.00	\$ 300.00
28	Public Works Construction Inspection	2008 Enterprise, Bldg. B	Round Rock	2,340	4	\$ 75.00	\$ 300.00
29	RABB House	151 N. A.W. Grimes Blvd.	Round Rock	3,900	4	\$ 75.00	\$ 300.00
30	Recycle Center/Brush Recycle	310 Deepwood Drive	Round Rock	1,200	4	\$ 55.00	\$ 220.00
31	Rockcare Clinic	901 Round Rock Ave., Suite 300 & 301	Round Rock	1,500	4	\$ 55.00	\$ 220.00
32	Small Engine Shop	901 Luther Peterson Place, Bldg. 2	Round Rock	1,500	4	\$ 55.00	\$ 220.00
33	Sports Center	2400 Chisholm Trail	Round Rock	82,800	4	\$ 85.00	\$ 340.00

**Attachment A - Bid Sheet**  
**Pest Control Services**  
**IFB No. 17-020**

34	Sports Center Bldg. B	2400 Chisholm Trail, Bldg B	Round Rock	15,000	4	\$ 75.00	\$ 300.00
35	Street/Water Line Maintenance	910 Luther Peterson Place	Round Rock	7,895	4	\$ 75.00	\$ 300.00
36	Traffic Signals & Signs	2015 Lamar Drive	Round Rock	8,510	4	\$ 75.00	\$ 300.00
37	Utility Support	5200 N. IH 35	Georgetown	1,250	4	\$ 55.00	\$ 220.00
38	Vehicle Maintenance Facility	901 Luther Peterson Place, Bldg. 1	Round Rock	9,540	4	\$ 75.00	\$ 300.00
39	Water Plant Phase 1	5200 N. IH 35	Round Rock	8,478	4	\$ 75.00	\$ 300.00
40	Water Plant Phase 3	5200 N. IH 35	Georgetown	14,876	4	\$ 85.00	\$ 340.00
41	Water Plant Phase 5	5200 N. IH 35	Georgetown	14,876	4	\$ 85.00	\$ 340.00
<b>Section A Total</b>							12020

**Section B - Other Services**

No.	Description	Estimated Annual Quantity	Unit Cost	Extended Price
42	Termite Treatment without drilling	1,000	4.59	\$ 4,590.00
43	Termite Treatment with slab drilling	800	4.75	\$ 3,800.00
44	Termite Treatment with Slab Drilling and Concerte Scanning	500	4.59	\$ 4,590.00
45	Hourly Rate for Additional Service Calls (M-F/8am-5pm)	500	45	\$ 32,500.00
46	Hourly Rate for After Hours, Weekend and City Holiday Service Calls	200	45	\$ 9,000.00
<b>Section B Total</b>				54480

<b>Total Section A + Section B (Annual)</b>	66500
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**Attachment A - Bid Sheet**

**Pest Control Services**

**IFB No. 17-020**

**Section C - Information Only**

No.	Description	Percentage
47	Mark-Up Cost for all Pest Control Materials	3%

Oliver Termite and Pest Control

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Byron K Bonhomme 9-20-17

Byron K Bonhomme

[byron@oliverpest.com](mailto:byron@oliverpest.com)

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."  
Bidder agrees to comply with all conditions set forth in this bid.

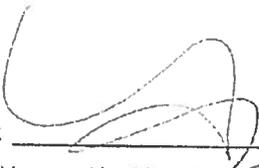


CITY OF ROUND ROCK  
INVITATION FOR BID (IFB)  
PEST CONTROL SERVICES

IFB No. 17-020 Addendum No. 1 Date of Addendum: 10/11/2017

Addendum No. 1, dated Wednesday, 10/11/2017 is being issued to respond to all questions submitted by the deadline on Wednesday, 10/11/2017 @ 5:00 p.m. for IFB No. 17-020 - Pest Control Services, as outlined below:

1. Question: Which building are we bidding on for the pest control service?  
Answer: There are 41 locations listed on Attachment A – Bid Sheet. All line items (1 - 47) must be quoted on Attachment A – Bid Sheet to be considered responsive.

Approved by:  Date: 10/11/17  
Yvonne Hopkins, Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

CLIVER FERTILITY AND PEST CONTROL  
Vendor

  
Authorized Signature

11/7/2017  
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

**Exhibit "A"**

**ATTACHMENT C:  
ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE:** If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

**Addenda Acknowledgment:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** Oliver Termite and Pest Control

**Signature (in ink):** *Byron K Bonhomme*

**Name (Typed/printed):** Byron K Bonhomme

**Title:** Manager **Date:** 09/20/2017

**ATTACHMENT B:  
RESPONDENT'S REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** IFB No 17-020

**RESPONDENT'S NAME:** Oliver Termite and Pest Control      **DATE:** 09/20/2017

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable or greater size (15+ locations under one contract) that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Failure to provide references, any negative responses received or references that cannot be confirmed may result in disqualification of submittal.

- |    |  |  |
|----|--|--|
| 1. | Company's Name<br>Name of Contact<br>Title of Contact<br>E-Mail Address<br>Present Address<br>City, State, Zip Code<br>Telephone Number<br># of locations under contract | <u>Housing Authority of The City of Austin</u><br><u>Nora Morales</u><br><u>Purchasing Director</u><br><u>noram@hacanet.org</u><br><u>1124 So IH35</u><br><u>Austin, Texas 78704</u><br><u>( 512 ) 767-7797</u> <u>Fax Number: ( 512 ) 477-3979</u><br><u>30</u> |
| 2. | Company's Name<br>Name of Contact<br>Title of Contact<br>E-Mail Address<br>Present Address<br>City, State, Zip Code<br>Telephone Number<br># of locations under contract | <u>Texas Department of Transportation</u><br><u>Allen Stroud</u><br><u>District manager</u><br><u>allen.stroud@txdot.gov</u><br><u>7904 S.Ih35</u><br><u>Austin, Texas 78753</u><br><u>(512 ) 930-4700</u> <u>Fax Number: (     )</u><br><u>17</u>               |
| 3. | Company's Name<br>Name of Contact<br>Title of Contact<br>E-Mail Address<br>Present Address<br>City, State, Zip Code<br>Telephone Number<br># of locations under contract | <u>Pedernales Electric Coopertive</u><br><u>Robert Beal</u><br><u>Corp mgr</u><br><u>robert.beal@peci.com</u><br><u>PO Box 1</u><br><u>Johnson City, Texas 78636</u><br><u>(830 ) 686-7449</u> <u>Fax Number: ( 830 ) 868-7152</u><br><u>22</u>                  |

BID TABULATION IFB BID No.: 17-020 BID OPENING DATE: 10/20/2017 @ 3:00 PM DESCRIPTION: Pest Control Services		VENDOR #1 Oliver Termite and Pest Control P.O. Box 4083 Austin, TX 78765 Byron K Bonhomme Ph: (512) 926-1509 Email: byron@oliverpest.com				VENDOR #2 Pestmaster Services P.O. Box 3000, #260 Georgetown, TX 78627 John & Melanie Noles, Owners Ph: 888-477-PEST Email: pestmaster@suddenlink.net				VENDOR #3 Pest Management Inc. 1807 W. Slaughter Lane, Bldg 1 Austin, TX 78748 Sarah McElwee Ph: 512-288-1007 Email: sarah@pestmanagementcorp.com				VENDOR #4 Worldwide Pest Control 2101 S IH 35 Arleen Valdez Ph: Not Provided Email: arleenv@wwpest.com			
		Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price	Quantity	UOM	Unit Price	Extended Price	Quantity	UOM	Unit Price	Extended Price	Quantity	UOM
1	Allen R. Baca Parking Garage	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 35.00	\$ 140.00	4	Qtr	\$ 50.00	\$ 200.00	4	Qtr	*	*
2	Allen R. Baca Senior Center, Bldg 2	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 105.00	\$ 420.00	4	Qtr	*	*
3	Business Center	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 65.00	\$ 260.00	4	Qtr	*	*
4	Central Fire Station	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 65.00	\$ 260.00	4	Qtr	*	*
5	City Hall	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 90.00	\$ 360.00	4	Qtr	*	*
6	City Hall Parking Garage	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 35.00	\$ 140.00	4	Qtr	\$ 50.00	\$ 200.00	4	Qtr	*	*
7	Clay Madsen Recreational Center	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 185.00	\$ 740.00	4	Qtr	*	*
8	Environmental Svc Lab	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
9	Fire Logistics Warehouse	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
10	Fire Station No. 2	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 28.00	\$ 112.00	4	Qtr	*	*
11	Fire Station No. 3	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
12	Fire Station No. 4	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 45.00	\$ 180.00	4	Qtr	*	*
13	Fire Station No. 5	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
14	Fire Station No. 6	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 45.00	\$ 180.00	4	Qtr	*	*
15	Fire Station No. 7	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
16	Fire Station No. 8	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 45.00	\$ 180.00	4	Qtr	*	*
17	Fire Station No. 9	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
18	General Services	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
19	Heritage Building (both buildings)	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 43.00	\$ 172.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
20	Intermodal Ticket Booth	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 29.00	\$ 116.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
21	Kinross Park House	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
22	Library	4	Qtr	\$ 85.00	\$ 340.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 155.00	\$ 620.00	4	Qtr	*	*
23	McConico Building	4	Qtr	\$ 85.00	\$ 340.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 100.00	\$ 400.00	4	Qtr	*	*
24	Multi Purpose Field Complex	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 125.00	\$ 500.00	4	Qtr	\$ 35.00	\$ 140.00	4	Qtr	*	*
25	PARD Yard	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 35.00	\$ 140.00	4	Qtr	*	*
26	Police Facility	4	Qtr	\$ 95.00	\$ 380.00	4	Qtr	\$ 116.00	\$ 464.00	4	Qtr	\$ 465.00	\$ 1,860.00	4	Qtr	*	*
27	Public Works	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 45.00	\$ 180.00	4	Qtr	*	*
28	Public Works Construction Inspection	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
29	RABB House	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 72.00	\$ 288.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
30	Recycle Center/Brush Recycle	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 29.00	\$ 116.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
31	Rockcare Clinic	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
32	Small Engine Shop	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 43.00	\$ 172.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
33	Sports Center	4	Qtr	\$ 85.00	\$ 340.00	4	Qtr	\$ 174.00	\$ 696.00	4	Qtr	\$ 310.00	\$ 1,240.00	4	Qtr	*	*
34	Sports Center Bldg. B	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	*	*
35	Street/Water Line Maintenance	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 30.00	\$ 120.00	4	Qtr	*	*
36	Traffic Signals & Signs	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 30.00	\$ 120.00	4	Qtr	*	*
37	Utility Support	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	\$ 43.00	\$ 172.00	4	Qtr	\$ 25.00	\$ 100.00	4	Qtr	*	*
38	Vehicle Maintenance Facility	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 35.00	\$ 140.00	4	Qtr	*	*
39	Water Plant Phase 1	4	Qtr	\$ 75.00	\$ 300.00	4	Qtr	\$ 58.00	\$ 232.00	4	Qtr	\$ 35.00	\$ 140.00	4	Qtr	*	*
40	Water Plant Phase 3	4	Qtr	\$ 85.00	\$ 340.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	*	*
41	Water Plant Phase 5	4	Qtr	\$ 85.00	\$ 340.00	4	Qtr	\$ 87.00	\$ 348.00	4	Qtr	\$ 55.00	\$ 220.00	4	Qtr	*	*
42	Termite Treatment without drilling	1000	LF	\$ 4.59	\$ 4,590.00	1000	LF	\$ 3.50	\$ 3,500.00	1000	LF	\$ 2.75	\$ 2,750.00	1000	LF	*	*
43	Termite Treatment with slab drilling	800	LF	\$ 4.75	\$ 3,800.00	800	LF	\$ 3.75	\$ 3,000.00	800	LF	\$ 5.00	\$ 4,000.00	800	LF	*	*
44	Termite Treatment with Slab Drilling and Concrete Scanning	500	LF	\$ 4.59	\$ 2,295.00	500	LF	\$ 4.00	\$ 2,000.00	500	LF	\$ 8.00	\$ 4,000.00	500	LF	*	*
45	Hourly Rate for Additional Service Calls (M - F / 8am - 5pm)	500	Per HR	\$ 45.00	\$ 22,500.00	500	Per HR	\$ 50.00	\$ 25,000.00	500	Per HR	\$ 65.00	\$ 32,500.00	500	Per HR	*	*
46	Hourly Rate for After Hours, Weekend and City Holiday Service Calls	200	Per HR	\$ 45.00	\$ 9,000.00	200	Per HR	\$ 50.00	\$ 10,000.00	200	Per HR	\$ 97.50	\$ 19,500.00	200	Per HR	*	*
<b>TOTAL EXTENDED COST</b>					<b>\$ 54,205.00</b>				<b>\$ 54,828.00</b>				<b>\$ 73,202.00</b>				*
47	Mark-Up Cost for all Pest Control Materials				<b>3%</b>				<b>20%</b>				<b>12%</b>				*

\* Worldwide Pest Control did not include pricing on bid for items 45 and 46.

# 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:  
2017-296154

Date Filed:  
12/20/2017

Date Acknowledged:

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

Oliver Termite and Pest Control  
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 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.

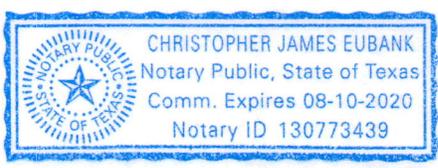
IFB #17-020  
Pest Control Services

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Byron K. Bonhamme*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Byron K. Bonhamme, this the 21<sup>st</sup> day of December 2017, to certify which, witness my hand and seal of office.

*Chris Eubank*                      Chris Eubank                      Notary Public  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.12**

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**Title:** Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the construction of the Adult Recreation Complex to be located at Old Settlers Park.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** General Services Department

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### **Text of Legislative File 2018-5266**

Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contract for construction of facilities. The City of Round Rock is considering using Competitive Sealed Proposal as the delivery method for the Adult Recreation Complex.

Competitive sealed proposal is a method of construction that allows the City of Round Rock to hire a contractor based off qualifications and low bid equaling the best value.

**RESOLUTION NO. R-2018-5266**

**WHEREAS**, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

**WHEREAS**, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the Adult Recreation Complex Project (“Project”), and

**WHEREAS**, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

**WHEREAS**, the Council has determined that the Project would be best served by utilizing the “Competitive Sealed Proposal” method, and

**WHEREAS**, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity,” and

**WHEREAS**, the City Council desires to comply with all requirements of the statute, Now  
Therefore

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the Adult Recreation Complex Project to be located at Old Settlers Park in Round Rock, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.13**

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**Title:** Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc. for construction material testing services for the Luther Peterson Service Center Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$55,884.00

**Indexes:** General Self-Financed Construction; Self-Financed Water Construction

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

**Department:** General Services Department

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### **Text of Legislative File 2018-5269**

This resolution is to approve a contract with Rock Engineering and Testing Laboratory, Inc. for construction testing and engineering services during the Luther Peterson Service Center project construction.

**Cost: \$55,884.00**

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

**RESOLUTION NO. R-2018-5269**

**WHEREAS**, the City of Round Rock desires to retain professional consulting services related to construction materials testing services for the Luther Peterson Service Center Project, and

**WHEREAS**, Rock Engineering & Testing Laboratory, 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 Rock Engineering & Testing Laboratory, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Construction Materials Testing Services with Rock Engineering & Testing Laboratory, 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 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

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

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES FOR  
CONSTRUCTION MATERIALS TESTING SERVICES WITH  
ROCK ENGINEERING & TESTING LABORATORY, INC.**

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

THIS AGREEMENT for professional consulting services related to construction materials testing services for the Luther Peterson Service Center Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and ROCK ENGINEERING & TESTING LABORATORY, INC., located at 6817 Leopard Street, Corpus Christi, Texas 78409 (the "Consultant").

**RECITALS:**

**WHEREAS**, City has determined that there is a need for a construction material testing services for the Luther Peterson Service Center Project; and

**WHEREAS**, City desires to contract for such professional 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:

**1.01 EFFECTIVE DATE, DURATION, AND TERM**

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

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved which is not estimated to exceed twelve (12) months.

City reserves 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.

## **2.01 PROPOSAL FOR SERVICES**

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit "A" titled "Scope of Work," which document is incorporated herein for all purposes.

## **3.01 SCOPE OF SERVICES**

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." 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 shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

## **4.01 LIMITATION TO SCOPE OF SERVICES**

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A," and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit "A," however, either party may make written requests for changes to the Scope of Work." To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 9.01.

## **5.01 CONTRACT AMOUNT**

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit "A" which in payment for services and the Scope of Services deliverables as delineated in Exhibit "A."

**Not-to-Exceed Total Payment for Services:** Consultant's total compensation for consulting services hereunder shall not exceed **Fifty-Five Thousand Eight Hundred Eighty-Four and 40/100 Dollars (\$55,884.40)**. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant's professional fees for work done on behalf of City.

**Payment for Reimbursable Expenses:** There shall be no payments for reimbursable expenses included in this Agreement.

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

**Additions:** No additions shall be made to Consultant's compensation based upon project claims, whether paid by the City or denied.

## **6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT**

**Invoices:** To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

**Payment of Invoices:** The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **7.01 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 City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or 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 goods delivered or 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 goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent 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.

### **8.01 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 effect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

### **9.01 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.

### **10.01 TERMINATION; DEFAULT**

**Termination:** It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, 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 City 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.

#### **11.01 NON-SOLICITATION**

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

#### **12.01 CITY'S RESPONSIBILITIES**

Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

#### **13.01 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.

- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

#### **14.01 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.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

#### **15.01 WARRANTIES**

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

#### **16.01 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.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

#### **17.01 INDEMNIFICATION**

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

## **18.01 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 may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

## **19.01 LOCAL, STATE AND FEDERAL TAXES**

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

## **20.01 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, if 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. Consultant acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Consultant agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Consultant agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Consultant agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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

#### **21.01 FINANCIAL INTEREST PROHIBITED**

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

#### **22.01 DESIGNATION OF REPRESENTATIVES**

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

Richard Will, Building Construction Manager  
General Services Department  
City of Round Rock  
212 Commerce Cove  
Round Rock, TX 78664  
(512) 341-3311  
[richardwill@roundrocktexas.gov](mailto:richardwill@roundrocktexas.gov)

#### **23.01 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 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:**

Rock Engineering & Testing Laboratory, Inc.  
6817 Leopard Street  
Corpus Christi, Texas 78409

##### **Notice to City:**

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

AND TO:

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

**24.01 INSURANCE**

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

**25.01 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 Texas.

**26.01 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.

**27.01 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.

**28.01 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.

### **29.01 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.

### **30.01 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.

### **31.01 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 an anticipatory repudiation of this Agreement.

### **32.01 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 this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

**Force Majeure.** Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise

chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

**Section Numbers.** The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Rock Engineering & Testing Laboratory, Inc.**

By: AKing Hammock, PE  
Printed Name: Arnie K. Hammock, PE  
Title: Vice President - Round Rock  
Date Signed: 3/5/18



## **Exhibit "A"**

### **Scope of Work - Engineering Services**

RETL proposes that the scope of our services for this project consist of the following inspections and testing services as shown on Sheet S005 "Special Inspections" of the referenced structural drawings. Our services will be provided to determine compliance of the contractors work with the project plans and specifications.

- Earthwork Inspection and Testing
  - o Verify removal of organic and other deleterious material from the proposed improved areas.
  - o Continuous observation of placement of select fill materials to raise the building pads to the design subgrade elevations.
  - o Periodic observation of the placement of fill materials to bring the site to the design subgrade elevations.
  - o Perform field moisture content and density testing on subgrade soils and soils/aggregates placed as select fill /fill/backfill materials.
  - o Perform laboratory testing of soils to include:
    - Atterberg Limit (ASTM D4318)
    - Sieve Analysis (ASTM C136)
    - Percent Finer than No. 200 Sieve (ASTM D1140)
    - Moisture Density Relationship (ASTM D1557)
  
- Foundation Inspection
  - o Continuous observation of drilled pier installation.
  - o Periodic observation of shallow foundation excavations for confirmation of bearing materials and removal of loose soils.
  - o Observe placement of reinforcing steel (bar size/spacing/lap)
  
- Concrete Inspection and Testing:
  - o Continuous inspection of the placement of structural concrete by personnel certified as ACI Concrete Field Testing Tech, Grade 1.
    - Obtain representative samples of concrete (ASTM C172)
    - Measurement of slump (ASTM C143)
    - Determination of air content (ASTM C231)
    - Measurement of temperature (ASTM C1064)
    - Preparation of compressive strength test specimens (ASTM C31)
  - o Periodic inspection of the placement of concrete for paved areas.
  - o Laboratory compressive strength testing of test specimens (ASTM C39)
  
- Masonry Inspection and Testing
  - o Inspection of concrete masonry unit construction.
    - Observe mortar and grout mixing portions for compliance with mix design and placement operations.
    - Obtain representative samples of grout.
    - Measure grout slump (ASTM C143).
    - Measure grout temperature (ASTM C1064).
    - Prepare grout compressive strength test specimens (ASTM C1019).
  - o Laboratory compressive strength testing of grout specimens (ASTM C39).
  
- Engineering
  - o Review of material testing reports.
  - o Preparation of City of Round Rock Special Inspection Letter.

## **Exhibit "B"**

### **Schedule**

Professional Service schedule to follow Notice to Proceed and time line for construction contract, approximately three hundred and sixty five (365) calendar days.

## Exhibit "C" Fee Schedule

### Unit Rates

The type of inspections and field and laboratory tests that may be required on this project and the associated unit fees are as follows:

- Atterberg Limits (per test) \$ 65.00
- Moisture/Density Relationship (per test) \$ 200.00
- Sieve Analysis (per test) \$ 60.00
- Minus #200 Sieve (per test) \$ 35.00
- Field Density Testing - Nuclear Gauge (per day) \$ 175.00
- Concrete Test Cylinders (each) \$ 25.00
- Mortar Cubes (set of 3) \$ 140.00
- Grout Prisms (set of 4) \$ 160.00
- Engineering Technician (per hour) \$ 42.00
- Sr. Engineering Technician (per hour) \$ 47.00
- Registered Professional Engineer (Per hour) \$ 165.00

### Projected Budget

Based on the information provided, RETL anticipates that the following quantities of testing will

be required for this project:

Soils Quantity Amount Total

Engineering Technician, hr	226	\$42.00	\$9,492.00
Engineering Technician SR, hr	20	\$47.00	\$940.00
Atterberg Limits, ea	10	\$65.00	\$650.00
Moisture/Density Relationship, ea	10	\$200.00	\$2,000.00
Sieve Analysis, ea	10	\$60.00	\$600.00
Minus #200 Sieve, ea	10	\$35.00	\$350.00
Field Density Testing - Nuclear Gauge, daily	40	\$175.00	\$7,000.00
Professional Engineer, hr	5	\$165.00	\$825.00

Sub Total \$21,857.00

### Drilled Pier

Engineering Technician SR, hr	100	\$47.00	\$4,700.00
Engineering Technician SR OT, hr	24	\$61.10	\$1,466.40
Concrete Test Cylinders	60	\$25.00	\$1,500.00
Professional Engineer, hr	4	\$165.00	\$660.00

Sub Total \$8,326.40

### Reinforcing Steel

Engineering Technician SR, hr	6	\$47.00	\$282.00
Professional Engineer, hr	1	\$165.00	\$165.00

Sub Total \$447.00

## Exhibit "C" Fee Schedule

### Concrete/Masonry

Engineering Technician, hr 292	\$42.00	\$12,264.00
Concrete Test Cylinder, ea 240	\$25.00	\$6,000.00
Mortar Cubes (set of 3), set 20	\$140.00	\$2,800.00
Grout Prisms (set of 4), set 20	\$160.00	\$3,200.00
Professional Engineer, hr 6	\$165.00	\$990.00

Sub Total \$25,254.00

Estimated Project Total \$55,884.40

RETL suggests that a Construction Materials Inspection and Testing Services budget amount on the order of \$55,884.00 be set aside for this project. The total fee will be dependent on the number of tests and inspections performed. The fee does not include any services for inspection of the installation of concrete hardscaped areas.



# CERTIFICATE OF LIABILITY INSURANCE

ROCKE-1

OP ID: MA

DATE (MM/DD/YYYY)

02/26/2018

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

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

<b>PRODUCER</b> Borden Insurance P. O. Box 1066 Corpus Christi, TX 78403-1066 Jason Gilbert	<b>CONTACT NAME:</b> Marty Reyes <b>PHONE (A/C, No, Ext):</b> 361-882-6543 <b>E-MAIL ADDRESS:</b> mreyes@bordenins.com	<b>FAX (A/C, No):</b> 361-654-2008
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rock Engineering & Testing Lab, Inc. 6817 Leopard St. Corpus Christi, TX 78409	<b>INSURER A:</b> Republic Underwriters Ins Co	<b>NAIC #</b> 24538
	<b>INSURER B:</b> Southern Insurance Company	19216
	<b>INSURER C:</b> Texas Mutual Insurance Co.	22945
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Accident <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMP551980704	03/10/2017	03/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP551980804	03/10/2017	03/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB551980904	03/10/2017	03/10/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			0001158394	03/10/2017	03/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See Attached

**CERTIFICATE HOLDER****CANCELLATION**

City of Round Rock  
 Building Construction Manager  
 General Services Division  
 212 Commerce Blvd  
 Round Rock, TX 78664

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

*Carrie Ann Roach* Executive Vice President

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**NOTEPAD**INSURED'S NAME **Rock Engineering & Testing****ROCKE-1  
OP ID: MA**PAGE 2  
Date **02/26/2018**INSURED: **ROCK ENGINEERING & TESTING LABORATORY, INC.**

The General Liability policy includes blanket automatic Additional Insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status (Republic Plus+ General Liability Enhancement Endorsement CGR029 05/09\* and Additional Insured - Owners, Lessees or Contractors-Completed Operations CG2037 07/04\*).

The General Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision. (Republic Plus+ General Liability Enhancement Endorsement CGR029 05/09\*).

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation in favor of the Certificate Holder only when there is a written contract between the insured and certificate holder that requires it (Republic Plus+ General Liability Enhancement Endorsement CGR029 05/09\*).

INSURED: **ROCK ENGINEERING & TESTING LABORATORY, INC.**

The Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status (Republic Plus+ Commercial Auto Enhancement Endorsement CAR053 03/11\* & Additional Insured Endorsement CAR041 10/10\* & Additional Insured Endorsement CG2037 04/13\*).

The Business Auto policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation in favor of the certificate holder only when there is a written contract between the insured and certificate holder that requires it (Republic Plus+ Commercial Auto Enhancement Endorsement CAR053 03/11\*).

The Workers Compensation and Employers Liability policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation in favor of the certificate holder only when there is a written contract between the insured and certificate holder that requires it (WC420304A 01/00\*).

INSURED: **ROCK ENGINEERING & TESTING LABORATORY, INC.**

Workers Compensation policy includes Alternate Employer Endorsement where required by written contract.

The Umbrella Liability policy follows form Additional Insured and Waiver of Subrogation Endorsements issued by any policy of "underlying insurance". [Commercial Liability Umbrella Coverage Form CU 00 01 12 07\*] Scheduled "underlying insurance" of the Umbrella Liability policy includes:

General Liability CMP551980704

Automobile Liability BAP551980804

Employers Liability 0001158394

\*Forms/Endorsements available upon request.

30 Day Notice of Cancellation applies to all policies. In the event of cancellation by the insurance companies, the policies have been endorsed to provide thirty days' notice of cancellation (except for non-payment) to the aforementioned Certificate Holders, if required by written contract.

# 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.  
 Rock Engineering and Testing Laboratory, Inc.  
 Corpus Christi, TX United States

Certificate Number:  
 2018-322681

Date Filed:  
 03/06/2018

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  
 Geotechnical Engineering and Construction Materials Engineering Services

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

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Curtis A Rock, and my date of birth is January 31, 1980

My address is 6817 Leopard St., Corpus Christi, TX, 78409, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 6th day of March, 2018  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.14**

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**Title:** Consider a resolution determining that Lee Lewis Construction, Inc. provides the best value for the City for the Luther Peterson Service Center Project and authorizing the Mayor to execute a Standard Form of Agreement.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

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

**Cost:** \$15,483,000.00

**Indexes:** General Self-Financed Construction; Utility Fund

**Attachments:** Resolution, Bid tab, Form 1295

**Department:** General Services Department

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### **Text of Legislative File 2018-5270**

The City received 11 proposals on December 14th for the Luther Peterson Service Center Project (phase one). It was determined through the CSP process that Lee Lewis would provide the best value to the City. This project is part of the City of Round Rocks Master Plan to combine the Utility departments individual divisions. This project will also construct an administration building for Utilities and Transportation department, relocating them from the enterprise building. Phase one includes administration offices, warehouse space, equipment storage, and service vehicle parking for the Utilities Departments. The Transportation Departments portion of construction will be \$5,661,343.00, and will be funded out the General Fund. The Utilities Departments portion of construction, funded by the Utilities Fund is \$9,821,657.00. Total proposed construction contract sum is \$15,483,000.00.

**Cost: \$15,483,000.00**

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

**RESOLUTION NO. R-2018-5270**

**WHEREAS**, the City of Round Rock has previously determined in Resolution No. R-2016-3320 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the rebuilding and remodeling of the Luther Peterson Service Center in Round Rock, Texas, and

**WHEREAS**, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Lee Lewis Construction, Inc. is the offeror which offers the best value for the City for the rebuilding and remodeling of the Luther Peterson Service Center in Round Rock, Texas, and

**WHEREAS**, the City Council now wishes to enter into a “Standard Form of Agreement between Owner and Contractor” with Lee Lewis Construction, Inc., Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Lee Lewis Construction, Inc. is the offeror which offers the best value for the City.

**BE IT FURTHER RESOLVED**

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement between Owner and Contractor” with Lee Lewis Construction, Inc. for the rebuilding and remodeling of the Luther Peterson Service Center in Round Rock, Texas.

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

**RESOLVED** this 22nd day of March, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



Competitive Sealed Proposal Ranking for: Luther Peterson Service Center

Contractor Name	Bid Bond, Etc.	Add #1 Received	Add #2 Received	Base Price	Alternates Totals	Total Cost	Price 40pts.	Past Projects with References Listed 20pts.	Team Qualifications & Experience 20pts.	Project Plan, Approach and Quality Control 20pts.	Compliance with Bid Format 0 to -10pts.	Total Points	FINAL RANKING	Alt No.1	Alt No.2	Alt No.3
STR Constructors	X	X	X	\$15,660,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$15,660,000.00	40.00	7.80	10.50	11.20	-1.00	68.50		\$ 400,000.00	\$ 84,000.00	\$ 88,000.00
FT Woods	X	X	X	\$16,150,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,150,000.00	38.79	12.90	15.00	15.70	0.00	82.39	3	\$ 800,000.00	\$ 325,000.00	\$ 260,000.00
Chaney Cox	X	X	X	\$16,480,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,480,000.00	38.01	11.70	15.10	15.85	0.00	80.66		\$ 550,000.00	\$ 135,000.00	\$ 80,000.00
IE2 Construction	X	X	X	\$16,500,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,500,000.00	37.96	12.90	12.10	16.30	0.00	79.26		\$ 472,331.00	\$ 115,433.00	\$ 270,311.00
Emerson Construction	X	X	X	\$16,690,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,690,000.00	37.53	11.40	17.30	16.55	0.00	82.78	2	\$ 454,000.00	\$ 72,000.00	\$ 211,000.00
Prime Construction	X	X	X	\$16,700,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,700,000.00	37.51	0.00	0.00	0.00	0.00	37.51		\$ 580,000.00	\$ 97,000.00	\$ 70,000.00
Joeris	X	X	X	\$16,717,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,717,000.00	37.47	11.40	14.65	13.30	0.00	76.82		\$ 557,000.00	\$ 119,000.00	\$ 84,000.00
StructureTone	X	X	X	\$16,888,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,888,000.00	37.09	7.40	16.50	16.30	-0.40	76.89		\$ 450,000.00	\$ 90,000.00	\$ 280,000.00
Lee Lewis	X	X	X	\$16,920,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$16,920,000.00	37.02	11.75	17.15	17.35	0.00	83.27	1	\$ 620,000.00	\$ 156,000.00	\$ 85,000.00
Vaughn	X	X	X	\$17,620,000.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$17,620,000.00	35.55	11.40	17.10	15.20	0.00	79.25		\$ 669,000.00	\$ 222,000.00	\$ 76,000.00
Chasco	X	X	X	\$18,617,500.00 <i>(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score</i>		\$18,617,500.00	33.65	0.00	0.00	0.00	0.00	33.65		\$ 689,000.00	\$ 145,000.00	\$ 113,000.00

Selection Committee:

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

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

LEE LEWIS CONSTRUCTION, INC  
AUSTIN, TX United States

Certificate Number:  
2018-325744

Date Filed:  
03/14/2018

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.

TBD  
CONSTRUCTION OF LUTHER PETERSON SERVICE CENTER

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 JILL R. HAST, and my date of birth is 11.13.1968.

My address is 8303 N. MOFAC EXPWY, AUSTIN, TX, 78759, TEXAS.  
(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 14 day of MARCH, 20 18.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.1**

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**Title:** Consider public testimony regarding the development of the Community Development Block Grant (CDBG) 2018-2019 Annual Action Plan.

**Type:** Public Hearing

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Elizabeth Alvarado, CDBG Coordinator

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Planning and Development Services Department

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### **Text of Legislative File 2018-5294**

The Office of Community Development is requesting public testimony on the needs of the low to moderate income residents in Round Rock. Any comments received at this public hearing will be taken into consideration during the development of the 2018-2019 Annual Action Plan.

The 2018-2019 Annual Action Plan is a component of the Consolidated Plan that is submitted to HUD each August and also serves as the community's annual application for Community Development Block Grant (CDBG) funding.

The Action Plan will detail the proposed community development programs and activities for the year, and explains how they address the priorities and goals expressed in the Consolidated Plan.

The Annual Community Needs Assessment Public Hearings also have a significant role in shaping the Annual Action Plan.



# City of Round Rock

## Agenda Item Summary

**Agenda Number: I.1**

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**Title:** Consider an ordinance annexing 41.145 acres, including a portion Hairy Man Road, located at the southwest corner of Creek Bend Blvd. and Hairy Man Road. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Exhibit B, Vicinity map - 1.127 acre right-of-way, Vicinity map - 40 acre tract

**Department:** Planning and Development Services Department

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### **Text of Legislative File 2018-5279**

A request for voluntary annexation has been received from the property owner. In order to annex the property, it is necessary to annex a portion of Hairy Man Road. An interlocal agreement has been negotiated with Williamson County with regard to road improvements.

**ORDINANCE NO. O-2018-5279**

**AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: TWO TRACTS OF LAND TOTALING 41.145 ACRES, OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE E. MCDANIEL SURVEY, ABSTRACT NO. 441, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

**WHEREAS**, pursuant to Section 43.028, Local Government Code, the owners of two tracts of land totaling 41.145 acres out of the David Curry Survey, Abstract No. 130, and the E. McDaniel Survey, Abstract No. 441, in Williamson County (the "Property"), more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

**WHEREAS**, the petition for annexation is attached as Exhibit "B" hereto and incorporated herein for all purposes, and

**WHEREAS**, the petition was filed more than five (5) days and less than thirty (30) days before the City Council heard the petition and the arguments for and against the annexation, and

**WHEREAS**, the Property is (1) one-half mile or less in width; (2) contiguous to the City; and (3) vacant and without residents, or on which less than three (3) qualified voters reside, and

**WHEREAS**, the City Council has determined that all requirements of Section 43.028, Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation, Now Therefore

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

**I.**

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**II.**

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.

**III.**

That the property described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

**IV.**

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

**V.**

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

**VI.**

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

**VII.**

That this Ordinance shall become effective after its passage.

**VIII.**

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

**IX.**

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

**X.**

**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 \_\_\_\_\_, 2018.

Alternative 2.

**READ and APPROVED** on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**READ, APPROVED and ADOPTED** on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

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

EXHIBIT \_\_\_\_

Creek Bend Tract  
40.018 ACRES  
JOB NO. 5029-01METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 40.018 ACRES OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE E. McDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 16.5 ACRE TRACT OF LAND AND A CALLED 197 ACRE TRACT OF LAND AS CONVEYED TO CLARENCE LORENZA SAULS BY INSTRUMENT RECORDED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 40.018 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an aluminum capped monument found on the north right-of-way line of Creek Bend Boulevard (variable width right-of-way) as recorded under Document No. 2014092339 of the Official Public Records of Williamson County, Texas, at the most northerly corner of a called 0.034 acre tract of land conveyed as right-of-way by instrument recorded in Document No. 2015020981 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remaining portion of Lot 1, Block A, Fern Bluff Community Center, a subdivision as recorded in Cabinet W, Slides 334 & 335 of the Plat Records of Williamson County, Texas, at a southerly corner of said Sauls remainder tract, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the westerly line of said Sauls remainder tract, N 20°31'32" W, pass a 1/2-inch iron rod found with cap stamped "Austin Surveyors" at the most northerly corner of said Lot 1, Block A, Fern Bluff Community Center at a distance of 449.18 feet, continuing on with an east line of a called 5.100-acre tract dedicated as right-of-way by instrument recorded in Document No. 9861935 of the Official Records of Williamson County, Texas, pass a 1/2-inch iron rod found at the south corner of a called 0.374-acre tract of land described as Tract 1, as conveyed to Fern Bluff Municipal Utility District by instrument recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas at a distance of 1,978.99 feet, and continuing on with the east line of said Fern Bluff 0.374-acre tract for a total distance of 2,325.94 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of said Sauls 16.5-acre tract, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found bears S 27°06'22" E, a distance of 5.34 feet;

THENCE, with the northerly line of said Sauls 16.5-acre tract, N 70°12'51" E a distance of 71.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the occupied south right-of-way line of County Road 174 (Hairy Man Road)(No Record right-of-way information found), for the most northerly corner of the herein described tract;

THENCE, with the occupied south right-of-way line of said County Road 174 (Hairy Man Road), generally as fenced, the following twelve (12) courses:

- 1) S 77°02'03" E a distance of 275.06 feet to 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;
- 2) Along said curve to the right, an arc distance of 247.79 feet, having a radius of 380.00 feet, a central angle of 37°21'43" and a chord which bears S 58°21'11" E, a distance of 243.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 3) S 39°40'19" E, a distance of 132.98 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 4) S 48°12'09" E, a distance of 262.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 5) S 56°15'04" E, a distance of 62.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 6) S 42°51'35" E, a distance of 94.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 7) S 40°27'24" E, a distance of 121.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;
- 8) Along said curve to the left, an arc distance of 128.80 feet, having a radius of 400.00 feet, a central angle of 18°26'55" and a chord which bears S 49°40'52" E a distance of 128.24 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 9) S 58°54'20" E, a distance of 119.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 10) S 61°24'51" E, a distance of 145.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;
- 11) Along said curve to the left, an arc distance of 161.44 feet, having a radius of 1200.00 feet, a central angle of 07°42'29" and a chord which bears S 65°16'05" E a distance of 161.31 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner; and

12) S 69°07'20" E, a distance of 347.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;

THENCE, leaving the occupied south right-of-way line of said County Road 174 (Hairy Man Road), over and across said Sauls remainder tract, along said curve to the right, an arc distance of 34.58 feet, having a radius of 25.00 feet, a central angle of 79°14'30" and a chord which bears S 29°30'04" E a distance of 31.89 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, ten (10) feet west of and parallel with an existing driveway, S 10°07'11" W a distance of 76.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE along said curve to the left, an arc distance of 47.36 feet, having a radius of 50.00 feet, a central angle of 54°16'08" and a chord which bears S 17°00'53" E a distance of 45.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

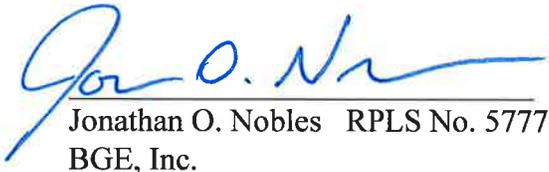
THENCE S 44°08'57" E a distance of 49.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the northwest right-of-way line of said Creek Bend Boulevard, for the most southerly east corner of the herein described tract, from which a 1/2-inch iron rod found on the northwest right-of-way line of said Creek Bend Boulevard bears N 45°51'03" E, a distance of 281.85 feet;

THENCE, with the northwest right-of-way line of said Creek Bend Boulevard and the southeast line of said Sauls remainder tract, the following four (4) courses:

- 1) S 45°51'03" W a distance of 1,130.81 feet to a 1/2-inch iron rod found at a point of curvature of a curve to the right;
- 2) Along said curve to the right, an arc distance of 37.49 feet, having a radius of 940.00 feet, a central angle of 02°17'06" and a chord which bears S 47°03'22" W a distance of 37.49 feet to a 1/2-inch iron rod found for corner;
- 3) S 55°43'08" W, a distance of 47.14 feet to a concrete nail with washer stamped "BGE INC" set at a point of curvature of a curve to the right; and

- 4) Along said curve to the right, an arc distance of 208.08 feet, having a radius of 935.00 feet, a central angle of 12°45'03" and a chord which bears S 57°23'50" W a distance of 207.65 feet to the **POINT OF BEGINNING** and containing 40.018 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 12, 2018 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD-83, Texas Central Zone 4203. A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description.

  
Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.

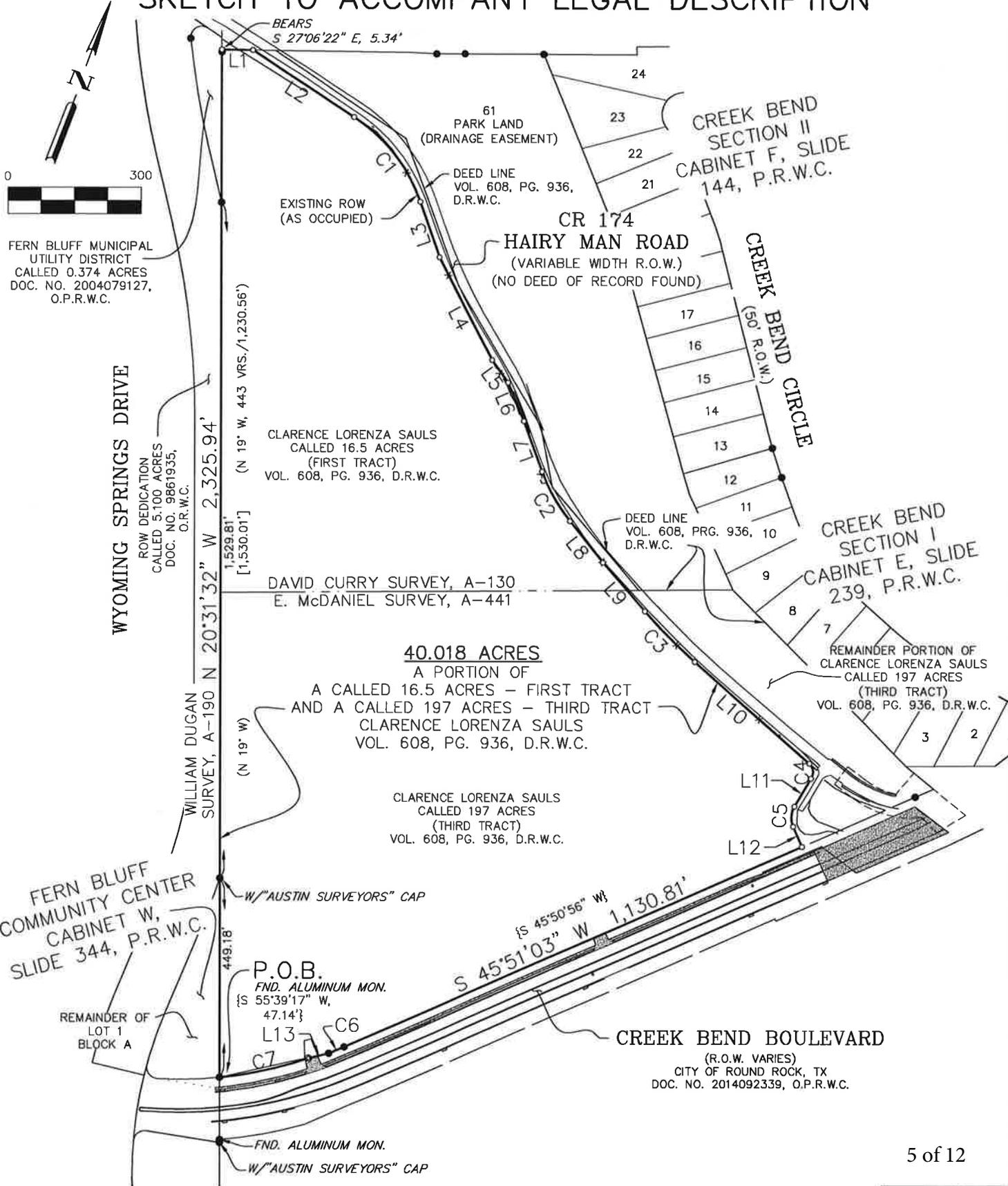
7000 North Mopac, Suite 330  
Austin, Texas 78731  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502

Client: Milestone Community Builders  
Date: February 19, 2018  
Project No.: 5029-01



2/19/2018  
Date

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FERN BLUFF MUNICIPAL UTILITY DISTRICT CALLED 0.374 ACRES DOC. NO. 2004079127, O.P.R.W.C.

WYOMING SPRINGS DRIVE

ROW DEDICATION CALLED 5.100 ACRES DOC. NO. 9861935, O.R.W.C.

WILLIAM DUGAN SURVEY, A-190

FERN BLUFF COMMUNITY CENTER CABINET W, SLIDE 344, P.R.W.C.

REMAINDER OF LOT 1 BLOCK A

P.O.B. FND. ALUMINUM MON. {S 55°39'17" W, 47.14'}

FND. ALUMINUM MON. W/"AUSTIN SURVEYORS" CAP

CLARENCE LORENZA SAULS CALLED 16.5 ACRES (FIRST TRACT) VOL. 608, PG. 936, D.R.W.C.

DAVID CURRY SURVEY, A-130 E. McDANIEL SURVEY, A-441

**40.018 ACRES**  
A PORTION OF  
A CALLED 16.5 ACRES - FIRST TRACT  
AND A CALLED 197 ACRES - THIRD TRACT  
CLARENCE LORENZA SAULS  
VOL. 608, PG. 936, D.R.W.C.

CLARENCE LORENZA SAULS CALLED 197 ACRES (THIRD TRACT) VOL. 608, PG. 936, D.R.W.C.

61 PARK LAND (DRAINAGE EASEMENT)  
DEED LINE VOL. 608, PG. 936, D.R.W.C.

CR 174 HAIRY MAN ROAD (VARIABLE WIDTH R.O.W.) (NO DEED OF RECORD FOUND)

CREEK BEND SECTION II CABINET F, SLIDE 144, P.R.W.C.

CREEK BEND CIRCLE (50' R.O.W.)

CREEK BEND SECTION I CABINET E, SLIDE 239, P.R.W.C.

REMAINDER PORTION OF CLARENCE LORENZA SAULS CALLED 197 ACRES (THIRD TRACT) VOL. 608, PG. 936, D.R.W.C.

CREEK BEND BOULEVARD (R.O.W. VARIES) CITY OF ROUND ROCK, TX DOC. NO. 2014092339, O.P.R.W.C.



**BGE, Inc.**  
7000 North Mopac, Suite 330, Austin, TX 78731  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'
SHEET 5
OF 6

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

LEGEND

- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- FND. FOUND
- I. IRON
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" I. ROD UNLESS OTHERWISE NOTED
- 1/2" I. ROD SET
- ⊗ WITH CAP "BGE INC."
- ⊗ CONCRETE NAIL SET WITH WASHER STAMPED "BGE INC."
- //— EDGE OF ASPHALT
- x— BARBED WIRE FENCE
- ( ) RECORD INFORMATION, VOL. 608, PG. 936, O.P.R.W.C.
- [ ] RECORD INFORMATION, DOC. NO. 9861935
- { } RECORD INFORMATION, DOC. NO. 2014092339, O.P.R.W.C.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 70°12'51" E	71.82'
L2	S 77°02'03" E	275.06'
L3	S 39°40'19" E	132.98'
L4	S 48°12'09" E	262.51'
L5	S 56°15'04" E	62.81'
L6	S 42°51'35" E	94.44'
L7	S 40°27'24" E	121.61'
L8	S 58°54'20" E	119.43'
L9	S 61°24'51" E	145.92'
L10	S 69°07'20" E	347.17'
L11	S 10°07'11" W	76.00'
L12	S 44°08'57" E	49.74'
L13	S 55°43'08" W	47.14'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	247.79'	380.00'	37°21'43"	S 58°21'11" E	243.43'
C2	128.80'	400.00'	18°26'55"	S 49°40'52" E	128.24'
C3	161.44'	1,200.00'	7°42'29"	S 65°16'05" E	161.31'
C4	34.58'	25.00'	79°14'30"	S 29°30'04" E	31.89'
C5	47.36'	50.00'	54°16'08"	S 17°00'53" E	45.61'
C6	37.49'	940.00'	2°17'06"	S 47°03'22" W	37.49'
C7	208.08'	935.00'	12°45'03"	S 57°23'50" W	207.65'

RECORD CURVE DATA DOC. NO. 2014092339, O.P.R.W.C.					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C6}	{37.50'}	{940.00'}	{2°17'10"}	{S 46°59'31" W}	{37.50'}
{C7}	{207.96'}	{935.00'}	{12°44'37"}	{S 57°22'18" W}	{207.53'}



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 1.127 ACRES OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE E. McDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 16.5 ACRE TRACT OF LAND AND A CALLED 197 ACRE TRACT OF LAND AS CONVEYED TO CLARENCE LORENZA SAULS BY INSTRUMENT RECORDED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD NO. 174 (HAIRY MAN ROAD) (NO RECORD ROW INFORMATION FOUND); SAID 1.127 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING for POINT OF REFERENCE** at an aluminum capped monument found on the north right-of-way line of Creek Bend Boulevard (variable width right-of-way) as recorded under Document No. 2014092339 of the Official Public Records of Williamson County, Texas, at the most northerly corner of a called 0.034 acre tract of land conveyed as right-of-way by instrument recorded in Document No. 2015020981 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remaining portion of Lot 1, Block A, Fern Bluff Community Center, a subdivision as recorded in Cabinet W, Slides 334 & 335 of the Plat Records of Williamson County, Texas, at a southerly corner of said Sauls remainder tract, Thence, with the westerly line of said Sauls remainder tract, N 20°31'32" W, pass a 1/2-inch iron rod found with cap stamped "Austin Surveyors" at the most northerly corner of said Lot 1, Block A, Fern Bluff Community Center at a distance of 449.18 feet, continuing on with an east line of a called 5.100-acre tract dedicated as right-of-way by instrument recorded in Document No. 9861935 of the Official Records of Williamson County, Texas, pass a 1/2-inch iron rod found at the south corner of a called 0.374-acre tract of land described as Tract 1, as conveyed to Fern Bluff Municipal Utility District by instrument recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas at a distance of 1,978.99 feet, and continuing on with the east line of said Fern Bluff 0.374-acre tract for a total distance of 2,325.94 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of said Sauls 16.5-acre tract, from which a 1/2-inch iron rod found bears S 27°06'22" E, a distance of 5.34 feet; Thence, with the northerly line of said Sauls 16.5-acre tract, N 70°12'51" E a distance of 71.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the occupied south right-of-way line of County Road 174 (Hairy Man Road) (No Record right-of-way information found), for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the northerly line of said Sauls 16.5-acre tract, N 70°12'51" E, a distance of 51.79 feet to a calculated point for the most westerly corner of Lot 61 (Park Land/Drainage Easement) of CREEK BEND SECTION II, a subdivision recorded under Cabinet F, Slide 144 of the Plat Records of Williamson County, Texas, at the most northerly northeast corner of said Sauls 16.5 acre tract;

THENCE, with the easterly deed line of said Sauls 16.5 acre tract and the west line of said Lot 61, the following five (5) courses:

- 1) S 76°18'13" E, a distance of 355.60, feet to a calculated point for corner;
- 2) S 40°33'13" E, a distance of 355.55, feet to a calculated point for corner;
- 3) S 51°03'13" E, a distance of 369.46, feet to a calculated point for corner;
- 4) S 31°18'13" E, a distance of 140.27, feet to a calculated point for corner; and
- 5) S 60°28'47" E, a distance of 303.28 feet, to a calculated point for most southerly corner of said Lot 61;

THENCE, N 69°05'16" E, with a northerly line of said Saul's 197 acre tract and the southeasterly line of said Lot 61, a distance of 8.02 feet to a calculated point at the easterly edge of pavement of CR 174 (Hairy Man Road);

THENCE, over and across said Saul's 197 acre tract, generally with the northerly edge of pavement of said Hairy Man Road, in a Southeasterly direction, along said curve to the left, a distance of 243.06 feet, having a radius of 2,378.76 feet, a central angle of 05°51'16" and a chord which bears S 65°45'11" E, a distance of 242.96 feet to a calculated point for corner;

THENCE, continuing over and across said Saul's 197 acre tract, generally with the northerly edge of pavement of said Hairy Man Road, S 70°02'50" E, a distance of 210.00 feet to a calculated point for corner;

THENCE, continuing over and across said Saul's 197 acre tract, generally with the northerly edge of pavement of said Hairy Man Road, S 70°54'39" E, a distance of 90.65 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Saul's 197 acre tract, across said Hairy Man Road, S 19°05'21" W, a distance of 34.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the occupied south right-of-way line of said Hairy Man Road and being the most southerly corner of the herein described tract;

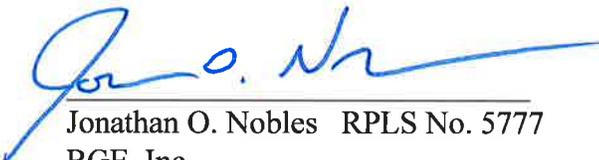
THENCE, with the occupied south right-of-way line of said County Road 174 (Hairy Man Road), generally as fenced, the following twelve (12) courses:

- 1) N 69°07'20" W, a distance of 347.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature to the right;
- 2) In a Northwesterly direction, along said curve to the right, an arc distance of 161.44 feet, having a radius of 1,200.00 feet, a central angle of 07°42'29" and a chord which bears N 65°16'05" W, a distance of 161.31 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) N 61°24'51" W, a distance of 145.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle corner;
- 4) N 58°54'20" W, a distance of 119.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature to the right;
- 5) In a Northwesterly direction, along said curve to the right, an arc distance of 128.80 feet, having a radius of 400.00 feet, a central angle of 18°26'55" and a chord which bears N 49°40'52" W, a distance of 128.24 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 6) N 40°27'24" W, a distance of 121.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 7) N 42°51'35" W, a distance of 94.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 8) N 56°15'04" W, a distance of 62.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 9) N 48°12'09" W, a distance of 262.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 10) N 39°40'19" W, a distance of 132.98 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature to the left;

11) In a Northwesterly direction, along said curve to the left, an arc distance of 247.79 feet, having a radius of 380.00 feet, a central angle of 37°21'43" and a chord which bears N 58°21'11" W, a distance of 243.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner; and

12) N 77°02'03" W, a distance of 275.06 feet to the **POINT OF BEGINNING** and containing 1.127 acres (49,109 square feet) of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 12, 2018 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD-83, Texas Central Zone 4203. A sketch accompanies this description. This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.  
7000 North Mopac, Suite 330  
Austin, Texas 78731  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502

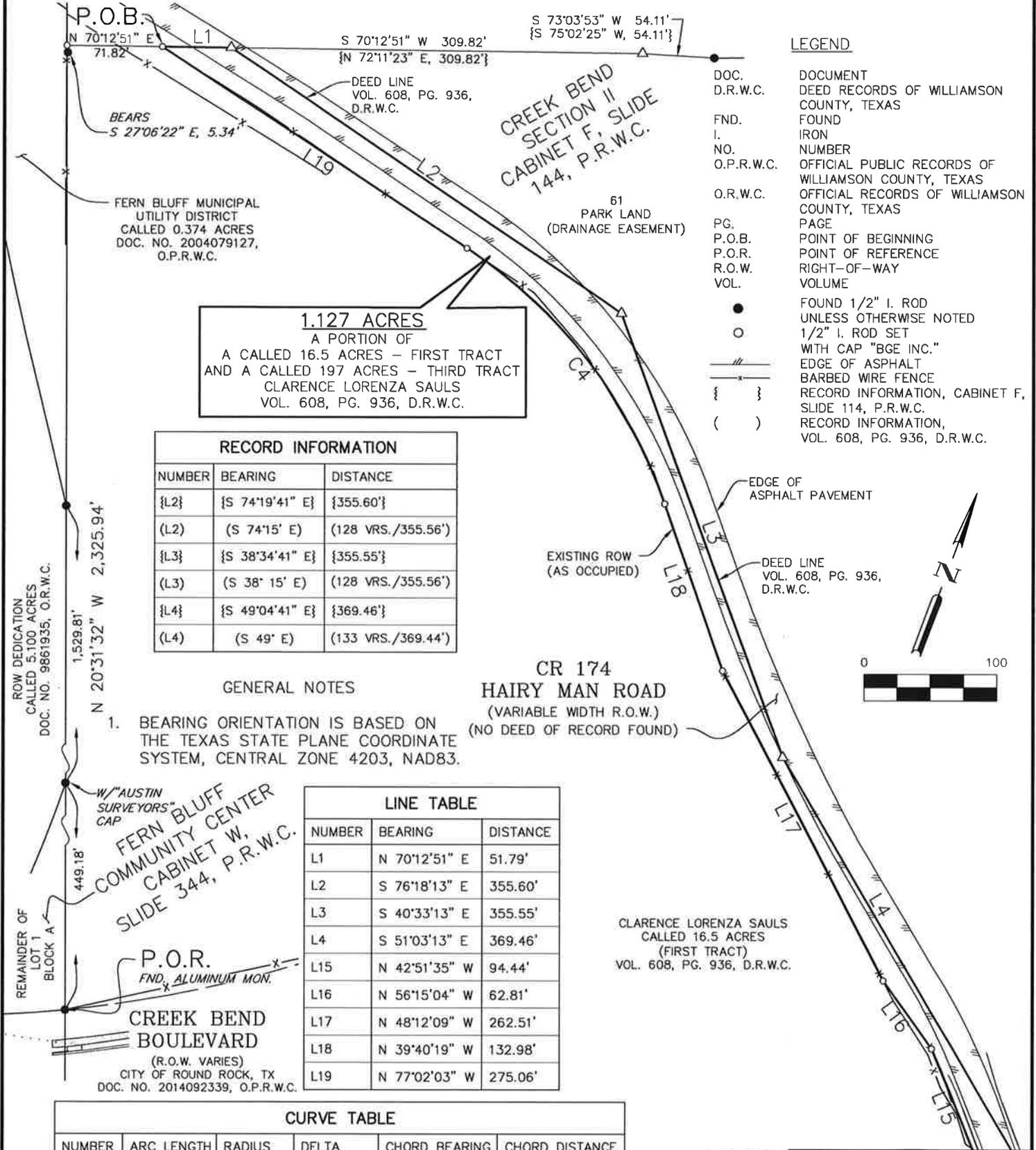


2/27/2018

Date

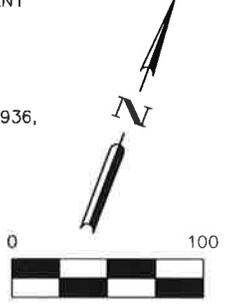
Client: Milestone Community Builders  
Date: February 26, 2018  
Project No.: 5029-01

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**1.127 ACRES**  
 A PORTION OF  
 A CALLED 16.5 ACRES - FIRST TRACT  
 AND A CALLED 197 ACRES - THIRD TRACT  
 CLARENCE LORENZA SAULS  
 VOL. 608, PG. 936, D.R.W.C.

CLARENCE LORENZA SAULS  
 CALLED 16.5 ACRES  
 (FIRST TRACT)  
 VOL. 608, PG. 936, D.R.W.C.



**MATCHLINE**  
 SEE SHEET 6 OF 6



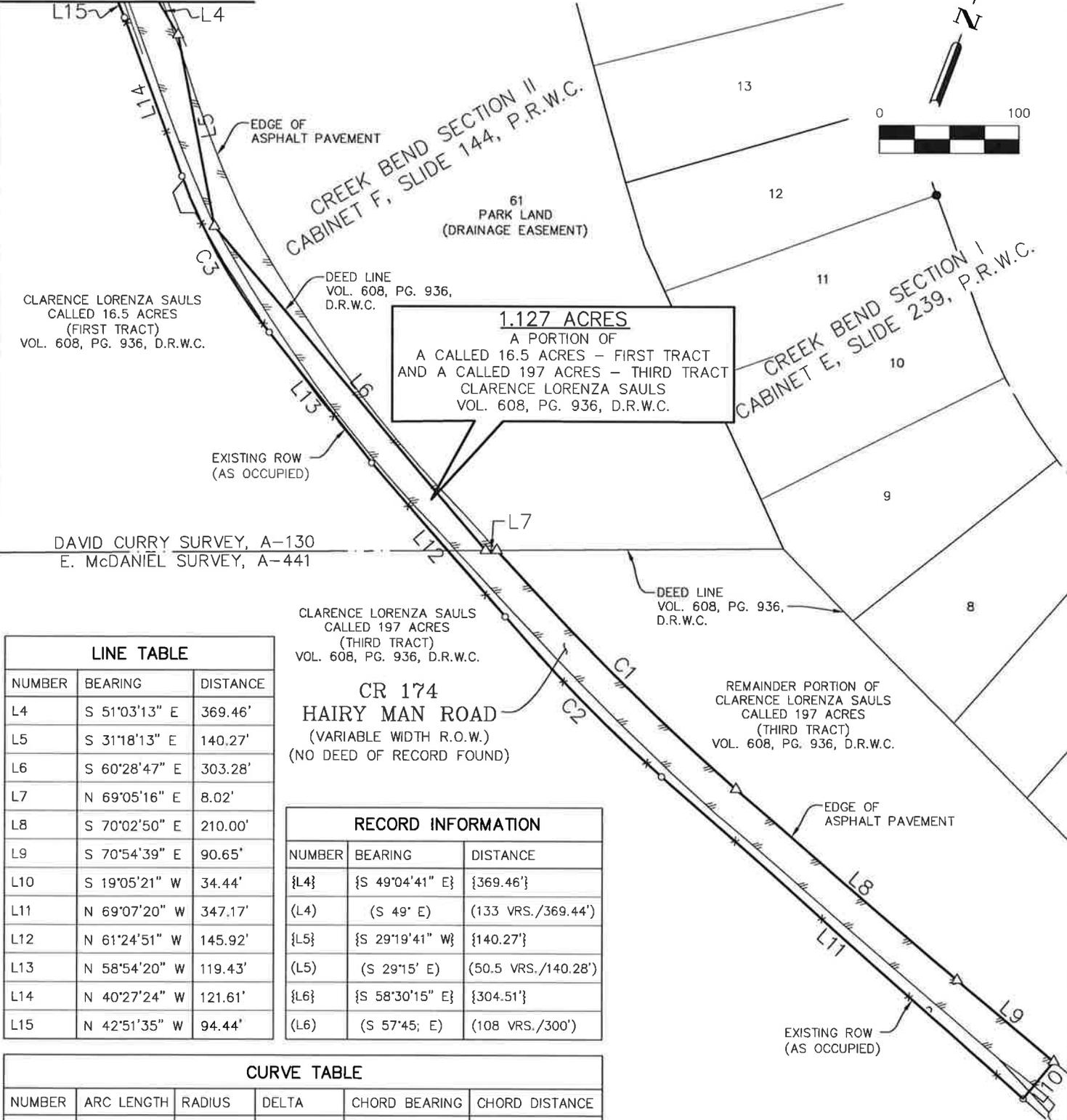
**BGE, Inc.**  
 7000 North Mopac, Suite 330, Austin, TX 78731  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

11 of 12  
 Copyright 2018

SCALE: 1"=100'  
 SHEET **5**  
 OF 6

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE  
SEE SHEET 5 OF 6



**LINE TABLE**

NUMBER	BEARING	DISTANCE
L4	S 51°03'13" E	369.46'
L5	S 31°18'13" E	140.27'
L6	S 60°28'47" E	303.28'
L7	N 69°05'16" E	8.02'
L8	S 70°02'50" E	210.00'
L9	S 70°54'39" E	90.65'
L10	S 19°05'21" W	34.44'
L11	N 69°07'20" W	347.17'
L12	N 61°24'51" W	145.92'
L13	N 58°54'20" W	119.43'
L14	N 40°27'24" W	121.61'
L15	N 42°51'35" W	94.44'

**RECORD INFORMATION**

NUMBER	BEARING	DISTANCE
{L4}	{S 49°04'41" E}	{369.46'}
(L4)	(S 49° E)	(133 VRS./369.44')
{L5}	{S 29°19'41" W}	{140.27'}
(L5)	(S 29°15' E)	(50.5 VRS./140.28')
{L6}	{S 58°30'15" E}	{304.51'}
(L6)	(S 57°45' E)	(108 VRS./300')

**CURVE TABLE**

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	243.06'	2,378.76'	5°51'16"	S 65°45'11" E	242.96'
C2	161.44'	1,200.00'	7°42'29"	N 65°16'05" W	161.31'
C3	128.80'	400.00'	18°26'55"	N 49°40'52" W	128.24'



**BGE, Inc.**  
7000 North Mopac, Suite 330, Austin, TX 78731  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

12 of 12

SCALE: 1"=100'

SHEET **6**

OF 6

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**EXHIBIT  
"B"**

**ANNEXATION OR CITY LIMITS EXTENSION**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROUND ROCK, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the property described in Exhibit "A", attached hereto and made a part hereof.

We hereby certify, under oath, that:  
WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. \_\_\_\_\_, Official Public Records of Williamson County, or in Volume \_\_\_\_\_ Page \_\_\_\_\_, Deed Records of Williamson County.

Mildred Seals  
Owner(s)

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by Catherine Chavez  
this 27<sup>th</sup> day of February, 2018, A.D.

  
Notary Public, State of Texas

**ACKNOWLEDGMENT (INDIVIDUAL)**

This instrument was acknowledged before me on the 27<sup>th</sup> day of February, 2018, by Catherine Chavez.

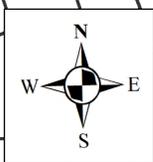
  
Notary Public, State of Texas

**ACKNOWLEDGMENT (CORPORATE)**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

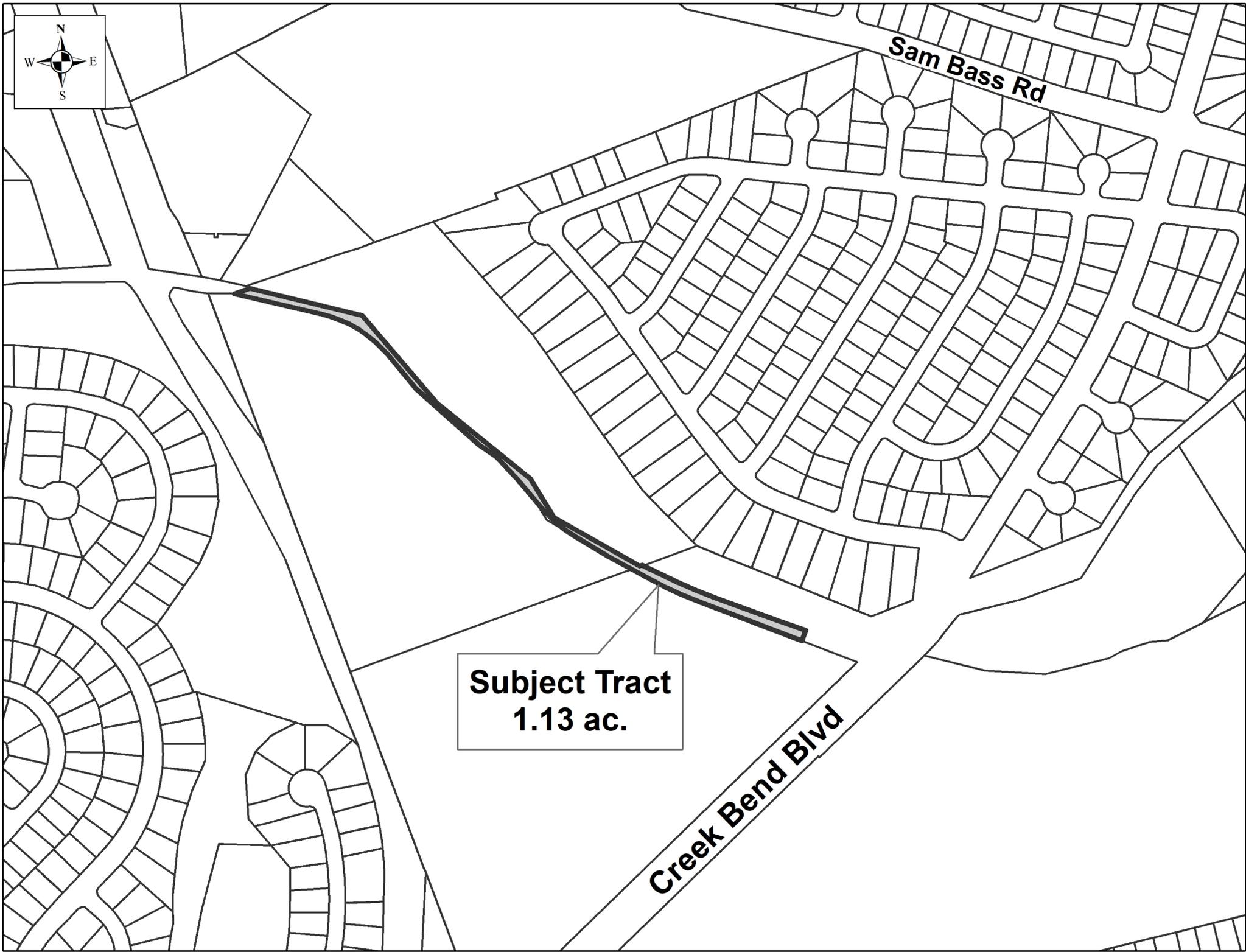
For Office Use Only	
DATE RECEIVED:	_____
CITY COUNCIL HEARING DATE:	_____

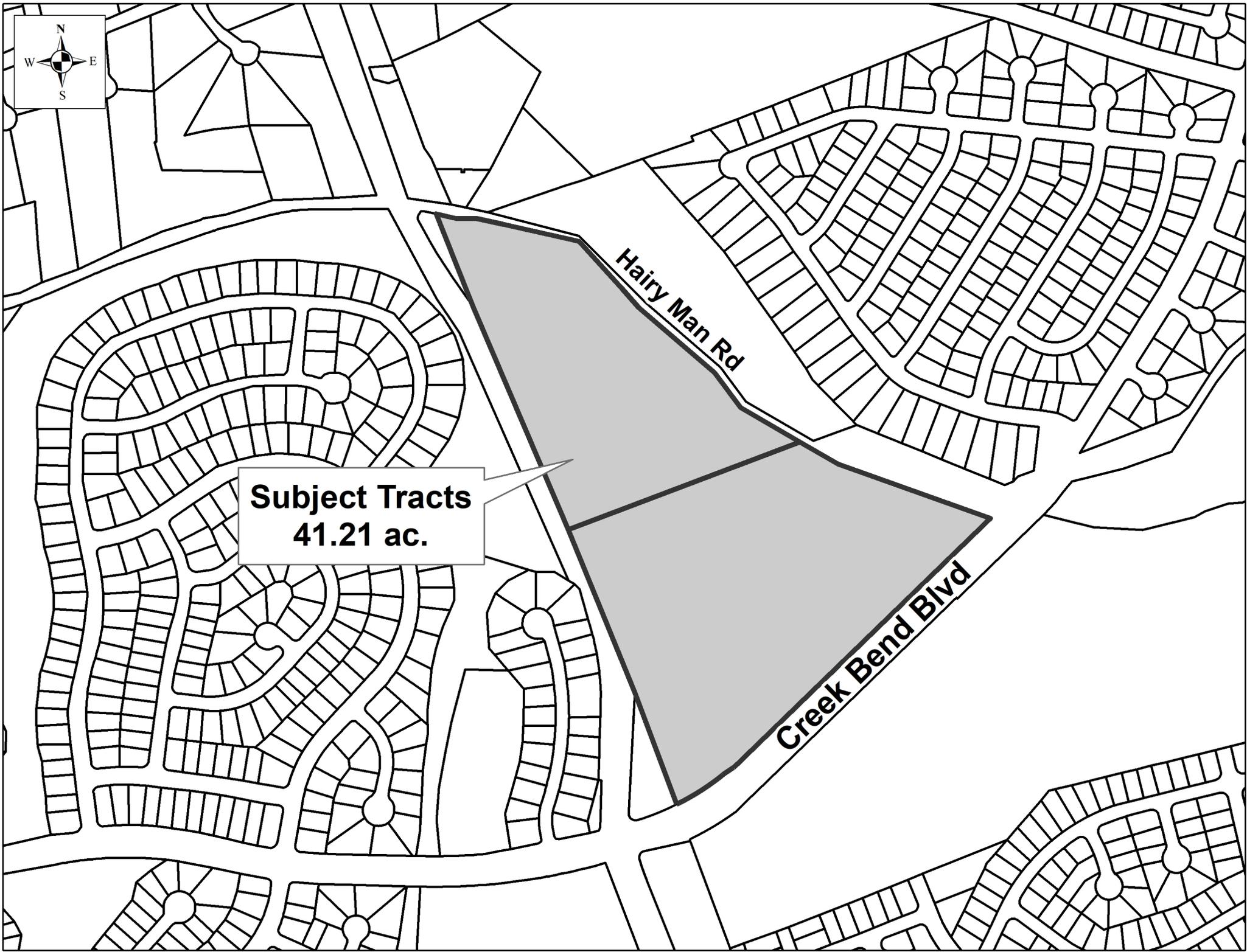
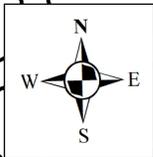


**Sam Bass Rd**

**Subject Tract  
1.13 ac.**

**Creek Bend Blvd**







# City of Round Rock

## Agenda Item Summary

**Agenda Number: I.2**

---

**Title:** Consider public testimony regarding, and an ordinance approving the original zoning to the SF-3 (Single Family - mixed lot) zoning district for 40.018 acres located at the southwest corner of Creek Bend Blvd. and Hairy Man Road. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 3/22/2018

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Aerial Map, Zoning Map

**Department:** Planning and Development Services Department

---

### **Text of Legislative File 2018-5280**

The SF-3 (Single family - mixed lot) zoning district provides for three sizes of single family lots: estate lots of at least 10,000 square feet, standard lots of at least 6,500 square feet and small lots of at least 5,000 square feet. The exterior finish of all houses must be at least 75% masonry and must include upgraded garage doors. The district is designed to provide a mixture of the three lot sizes, with at least 40% of the total number consisting of large lots and 30% consisting of standard lots, with small lots limited to 20%. A subdivision may contain fewer estate lots or more small lots than allowed if it provides a higher connectivity index and several specified design features.

A key portion of the Brushy Creek Regional Trail will be dedicated with the subdivision. The developer is entering into an agreement with Williamson County for the construction of the trail section along Hairy Man Road. In addition, the subdivision will include dedication of a portion of the right-of-way for Wyoming Springs Drive, which is on the City's Transportation Master Plan.

The draft site layout indicates that the subdivision will provide 4 estate lots, 43 standard lots and 45 small lots. The connectivity index is 1.33, however the property contains two large karst features, is crossed by a tributary of Brushy Creek and contains steep slopes, qualifying the subdivision for an exception to the index requirement. In addition, the hike and bike trail link will increase the connectivity index to 1.44. The subdivision therefore meets the requirements for the SF-3 zoning district.

The developer held a meeting for the adjacent neighbors to explain the project on February 26, 2018. Approximately one dozen people, from the Fern Bluff MUD to the west and the Creekbend subdivision to the east, along with City staff, attended the meeting. The Planning and Zoning Commission held a public hearing on the project on March 7, 2018 and voted 9-0 to recommend approval of the original zoning. There were no speakers for or against the original zoning.

**ORDINANCE NO. O-2018-5280**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 40.018 ACRES OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE E. MCDANIEL SURVEY, ABSTRACT NO. 441, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT SF-3 (SINGLE FAMILY – MIXED LOT); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS**, the City of Round Rock, Texas has recently annexed 40.018 acres of land out of the David Curry Survey, Abstract No. 130, and the E. McDaniel Survey, Abstract No. 441, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” (the “Property”), attached hereto and incorporated herein, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 7th day of March, 2018, 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 in Exhibit “A” be originally zoned as District SF-3 (Single Family – Mixed Lot), and

**WHEREAS**, on the 22nd day of March, 2018, after proper notification, the City Council held a public hearing on the proposed original zoning, 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 Section 46-92 and Section 46-132, Code of Ordinances (2010 Edition), City of Round Rock, Texas 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 City Council has considered and hereby makes the following findings regarding this original zoning:

1. It is consistent with the general 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 existing uses that are and would be permitted by District SF-3 (Single Family – Mixed Lot); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the existing uses in District SF-3 (Single Family – Mixed Lot).

**II.**

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 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 SF-3 (Single Family – Mixed Lot).

### **III.**

That pursuant to Sec. 46-136.2 (c)(4)(d), estate lots comprising less than 40% of the total number of residential lots and small lots comprising more than 30% of the total number of residential lots are hereby allowed within the Property, conditioned upon compliance with the following:

1. A roadway connectivity index of greater than 1.40 shall be achieved; and
2. Landscaping as described in Section 46-136(e)(1) of the Code for arterial and collector roads shall be provided; and
3. Enhanced detention facilities and bridge/culvert designs as described in Section 46-132.2(e)(2) of the Code shall be provided; and
4. 20' wide easement for the Brushy Creek Trail shall be provided; and
5. Brick or natural stone subdivision walls shall be constructed along the rear and/or side yards of residential lots adjacent to Creek Bend Drive and Hairy Man Road, in accordance with Section 36-116 of the Code. The Planning Director may approve deviations from the Code.

### **IV.**

**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 \_\_\_\_\_, 2018.

Alternative 2.

**READ and APPROVED** on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**READ, APPROVED and ADOPTED** on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
SARA L. WHITE, City Clerk

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

EXHIBIT \_\_\_\_

Creek Bend Tract  
40.018 ACRES  
JOB NO. 5029-01METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 40.018 ACRES OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE E. McDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 16.5 ACRE TRACT OF LAND AND A CALLED 197 ACRE TRACT OF LAND AS CONVEYED TO CLARENCE LORENZA SAULS BY INSTRUMENT RECORDED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 40.018 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an aluminum capped monument found on the north right-of-way line of Creek Bend Boulevard (variable width right-of-way) as recorded under Document No. 2014092339 of the Official Public Records of Williamson County, Texas, at the most northerly corner of a called 0.034 acre tract of land conveyed as right-of-way by instrument recorded in Document No. 2015020981 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remaining portion of Lot 1, Block A, Fern Bluff Community Center, a subdivision as recorded in Cabinet W, Slides 334 & 335 of the Plat Records of Williamson County, Texas, at a southerly corner of said Sauls remainder tract, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the westerly line of said Sauls remainder tract, N 20°31'32" W, pass a 1/2-inch iron rod found with cap stamped "Austin Surveyors" at the most northerly corner of said Lot 1, Block A, Fern Bluff Community Center at a distance of 449.18 feet, continuing on with an east line of a called 5.100-acre tract dedicated as right-of-way by instrument recorded in Document No. 9861935 of the Official Records of Williamson County, Texas, pass a 1/2-inch iron rod found at the south corner of a called 0.374-acre tract of land described as Tract 1, as conveyed to Fern Bluff Municipal Utility District by instrument recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas at a distance of 1,978.99 feet, and continuing on with the east line of said Fern Bluff 0.374-acre tract for a total distance of 2,325.94 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of said Sauls 16.5-acre tract, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found bears S 27°06'22" E, a distance of 5.34 feet;

THENCE, with the northerly line of said Sauls 16.5-acre tract, N 70°12'51" E a distance of 71.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the occupied south right-of-way line of County Road 174 (Hairy Man Road)(No Record right-of-way information found), for the most northerly corner of the herein described tract;

THENCE, with the occupied south right-of-way line of said County Road 174 (Hairy Man Road), generally as fenced, the following twelve (12) courses:

- 1) S 77°02'03" E a distance of 275.06 feet to 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;
- 2) Along said curve to the right, an arc distance of 247.79 feet, having a radius of 380.00 feet, a central angle of 37°21'43" and a chord which bears S 58°21'11" E, a distance of 243.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 3) S 39°40'19" E, a distance of 132.98 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
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- 5) S 56°15'04" E, a distance of 62.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 6) S 42°51'35" E, a distance of 94.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 7) S 40°27'24" E, a distance of 121.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;
- 8) Along said curve to the left, an arc distance of 128.80 feet, having a radius of 400.00 feet, a central angle of 18°26'55" and a chord which bears S 49°40'52" E a distance of 128.24 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 9) S 58°54'20" E, a distance of 119.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 10) S 61°24'51" E, a distance of 145.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;
- 11) Along said curve to the left, an arc distance of 161.44 feet, having a radius of 1200.00 feet, a central angle of 07°42'29" and a chord which bears S 65°16'05" E a distance of 161.31 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner; and

12) S 69°07'20" E, a distance of 347.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;

THENCE, leaving the occupied south right-of-way line of said County Road 174 (Hairy Man Road), over and across said Sauls remainder tract, along said curve to the right, an arc distance of 34.58 feet, having a radius of 25.00 feet, a central angle of 79°14'30" and a chord which bears S 29°30'04" E a distance of 31.89 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, ten (10) feet west of and parallel with an existing driveway, S 10°07'11" W a distance of 76.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE along said curve to the left, an arc distance of 47.36 feet, having a radius of 50.00 feet, a central angle of 54°16'08" and a chord which bears S 17°00'53" E a distance of 45.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

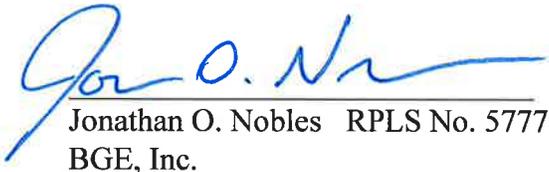
THENCE S 44°08'57" E a distance of 49.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the northwest right-of-way line of said Creek Bend Boulevard, for the most southerly east corner of the herein described tract, from which a 1/2-inch iron rod found on the northwest right-of-way line of said Creek Bend Boulevard bears N 45°51'03" E, a distance of 281.85 feet;

THENCE, with the northwest right-of-way line of said Creek Bend Boulevard and the southeast line of said Sauls remainder tract, the following four (4) courses:

- 1) S 45°51'03" W a distance of 1,130.81 feet to a 1/2-inch iron rod found at a point of curvature of a curve to the right;
- 2) Along said curve to the right, an arc distance of 37.49 feet, having a radius of 940.00 feet, a central angle of 02°17'06" and a chord which bears S 47°03'22" W a distance of 37.49 feet to a 1/2-inch iron rod found for corner;
- 3) S 55°43'08" W, a distance of 47.14 feet to a concrete nail with washer stamped "BGE INC" set at a point of curvature of a curve to the right; and

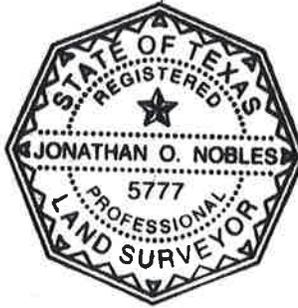
- 4) Along said curve to the right, an arc distance of 208.08 feet, having a radius of 935.00 feet, a central angle of 12°45'03" and a chord which bears S 57°23'50" W a distance of 207.65 feet to the **POINT OF BEGINNING** and containing 40.018 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 12, 2018 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD-83, Texas Central Zone 4203. A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description.

  
Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.

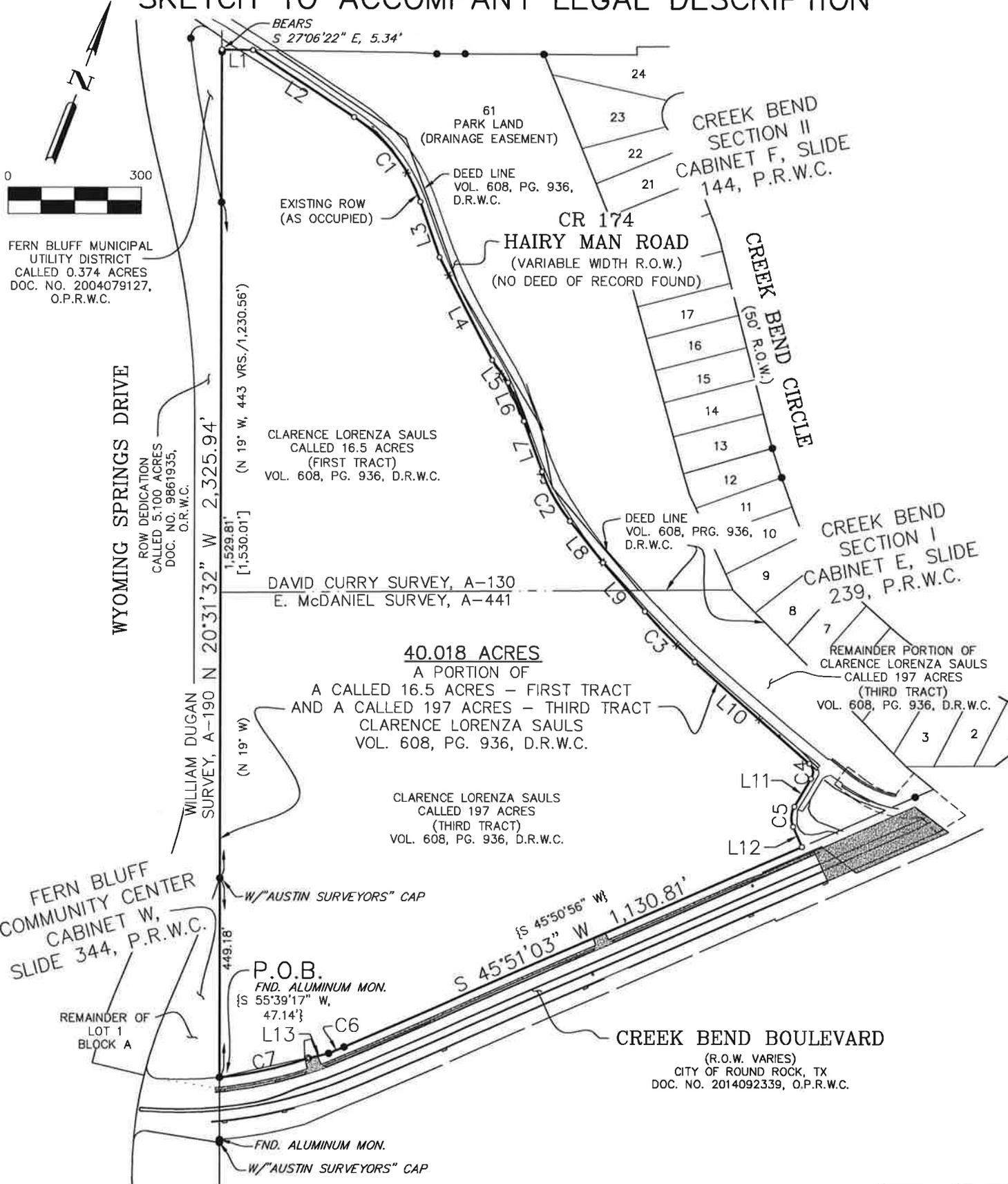
7000 North Mopac, Suite 330  
Austin, Texas 78731  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502

Client: Milestone Community Builders  
Date: February 19, 2018  
Project No.: 5029-01



2/19/2018  
Date

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**BGE, Inc.**  
7000 North Mopac, Suite 330, Austin, TX 78731  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'  
SHEET 5  
OF 6

GENERAL NOTES

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

LEGEND

- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- FND. FOUND
- I. IRON
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" I. ROD UNLESS OTHERWISE NOTED
- 1/2" I. ROD SET
- ⊙ WITH CAP "BGE INC."
- ⊕ CONCRETE NAIL SET WITH WASHER STAMPED "BGE INC."
- //— EDGE OF ASPHALT
- x— BARBED WIRE FENCE
- ( ) RECORD INFORMATION, VOL. 608, PG. 936, O.P.R.W.C.
- [ ] RECORD INFORMATION, DOC. NO. 9861935
- { } RECORD INFORMATION, DOC. NO. 2014092339, O.P.R.W.C.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 70°12'51" E	71.82'
L2	S 77°02'03" E	275.06'
L3	S 39°40'19" E	132.98'
L4	S 48°12'09" E	262.51'
L5	S 56°15'04" E	62.81'
L6	S 42°51'35" E	94.44'
L7	S 40°27'24" E	121.61'
L8	S 58°54'20" E	119.43'
L9	S 61°24'51" E	145.92'
L10	S 69°07'20" E	347.17'
L11	S 10°07'11" W	76.00'
L12	S 44°08'57" E	49.74'
L13	S 55°43'08" W	47.14'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	247.79'	380.00'	37°21'43"	S 58°21'11" E	243.43'
C2	128.80'	400.00'	18°26'55"	S 49°40'52" E	128.24'
C3	161.44'	1,200.00'	7°42'29"	S 65°16'05" E	161.31'
C4	34.58'	25.00'	79°14'30"	S 29°30'04" E	31.89'
C5	47.36'	50.00'	54°16'08"	S 17°00'53" E	45.61'
C6	37.49'	940.00'	2°17'06"	S 47°03'22" W	37.49'
C7	208.08'	935.00'	12°45'03"	S 57°23'50" W	207.65'

RECORD CURVE DATA DOC. NO. 2014092339, O.P.R.W.C.

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C6}	{37.50'}	{940.00'}	{2°17'10"}	{S 46°59'31" W}	{37.50'}
{C7}	{207.96'}	{935.00'}	{12°44'37"}	{S 57°22'18" W}	{207.53'}



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SCALE: 1"=300'

SHEET 6

OF 6

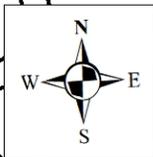


**Subject Tracts**  
**41.21 ac.**

**Hairy Man Rd**

**Creek Bend Blvd**





**Subject Tracts  
41.21 ac.**

Hairy Man Rd

Creek Bend Blvd

SF-2

TF

SF-2

