



City of Round Rock

City Council

Meeting Agenda

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

Thursday, January 13, 2022

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [Consider proclaiming January 17, 2022 as "Martin Luther King, Jr. Day" and February 2022 as "Black History Month" in the City of Round Rock.](#)

F. STAFF PRESENTATIONS:

- F.1 [Consider a presentation and department update from General Services.](#)

G. CONSENT AGENDA:

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

- G.1 [Consider approval of the minutes for the December 9, 2021 City Council Pre-Retreat and December 16, 2021 Regular City Council meeting.](#)

- G.2 [Consider a resolution authorizing the Mayor to execute the FY 2021 "Equitable Sharing Agreement and Certification" confirming the City's receipt and expenditure of federal asset forfeiture awards and agreeing to continue to participate in the receipt of federal forfeiture awards.](#)
- G.3 [Consider a resolution authorizing the Mayor to execute an Agreement with U.S. Foods, Inc. for the purchase of food and food service equipment.](#)
- G.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Valor Fire Protection for the purchase of fire suppression services.](#)
- G.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Siddons-Martin Emergency Group, LLC for the purchase of fire service apparatus vehicle parts.](#)
- G.6 [Consider a resolution authorizing the Mayor to execute an Agreement with Genuine Parts Company for the purchase of aftermarket vehicle parts.](#)
- G.7 [Consider a resolution authorizing the Mayor to execute an Agreement with D.H. Pace Company, Inc. for the purchase of overhead door maintenance and repair services.](#)
- G.8 [Consider a resolution authorizing the Mayor to execute an Agreement with Gulf Coast Paper for the purchase of custodial supplies.](#)
- G.9 [Consider a resolution authorizing the Mayor to execute an Agreement with Matera Paper Company for the purchase of custodial supplies.](#)

H. RESOLUTIONS:

- H.1 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for radios for the Critical Response Unit.](#)
- H.2 [Consider a resolution authorizing the Mayor to execute an Agreement with We Build Fun, Inc. for the purchase and installation of play equipment at Kinningham Park.](#)
- H.3 [Consider a resolution authorizing the Mayor to execute an Agreement with The PlayWell Group, Inc. for the purchase of play equipment and the demolition and removal of existing equipment at Buck Egger Park.](#)
- H.4 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Manville Water Supply Corporation regarding the relocation of water system improvements for the Gattis School Road Segment 6 Project.](#)
- H.5 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Texas Materials Group, Inc. for the 2021 Street Maintenance Program - Arterials Project.](#)
- H.6 [Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Company, Inc. for the Traffic Signal at U.S. 79 and Brushy Creek Plant Road Project.](#)
- H.7 [Consider a resolution authorizing the City Manager to issue a Purchase Order to National Auto Fleet Group for the purchase of a City vehicle.](#)
- H.8 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Holt Texas, LTD for the purchase of construction equipment.](#)

I. ORDINANCES:

- I.1 [Consider an ordinance authorizing the issuance and sale of one or more series of City of Round Rock, General Obligation Taxable Refunding Bonds; approving and authorizing an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement, an Escrow Agreement and other related documents; establishing the procedures for selling and delivering the Bonds, and authorizing other matters relating to the Bonds. \(First Reading, Second Reading Not Required\)](#)
- I.2 [Consider an ordinance amending Chapter 44, Section 44-32 and Section 44-34, Code of Ordinances \(2018 Edition\), regarding water rates and sewer rates. \(First Reading\)\(Requires Two Readings\)](#)
- I.3 [Consider public testimony regarding, and an ordinance zoning 6.50 acres of land located north of E. Old Settlers Boulevard and west of Bluffstone Drive to the Planned Unit Development \(PUD\) No. 135 zoning district. \(First Reading\)*](#)

J. APPOINTMENTS:

- J.1 [Consider one appointment to the Clean Air Coalition.](#)

K. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**L. EXECUTIVE SESSION:**

- L.1 [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new or expanded businesses that would bring economic development to the City.](#)

M. ADJOURNMENT

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

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 7th day of January 2022 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming January 17, 2022 as "Martin Luther King, Jr. Day" and February 2022 as "Black History Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Proclamation

Department: City Manager's Office

Text of Legislative File TMP-22-0012

City of Round Rock

OFFICIAL PROCLAMATION

WHEREAS, much of the City of Round Rock's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great region; and

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black History throughout our American experience, which goes back hundreds of years; and

WHEREAS, Black History Month is a time for all Americans to remember the stories and teachings of those who helped build our nation, took a stance against prejudice to build lives of dignity and opportunity, and advanced the cause of civil rights; and

WHEREAS, The Reverend Dr. Martin Luther King, Jr. devoted his life to the struggle for justice and equality and made many contributions to humanity; and

WHEREAS, Dr. King lived his dream by supporting equality, justice, freedom and peace; and his bold leadership and prophetic eloquence united people of all backgrounds in a noble quest for freedom and basic civil rights; and

WHEREAS, there are multiple celebrations across the area, state, and nation that take place to honor the great Dr. King and celebrate Black History Month;

NOW, THEREFORE, I, CRAIG MORGAN, Mayor of the City of Round Rock, do hereby proclaim Monday, January 17, 2022 as

"MARTIN LUTHER KING, JR. DAY"

And the month of February 2022 as

"BLACK HISTORY MONTH"

in the City of Round Rock and encourage all citizens to join me in observing both and urge everyone to participate in the community's many celebrations.

PROCLAIMED this 13th day of January 2022.

CRAIG MORGAN, Mayor
City of Round Rock



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation and department update from General Services.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes:

Attachments:

Department: General Services

Text of Legislative File TMP-22-0005



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the December 9, 2021 City Council Pre-Retreat and December 16, 2021 Regular City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Meagan Spinks, City Clerk

Cost:

Indexes:

Attachments: 121621 Draft Minutes, 120921 Pre Retreat Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-22-0004



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, December 16, 2021

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on December 16, 2021 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 5:02 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

*The following people spoke during Citizen Communication:
Shirley Marquardt, President of Round Rock Preservation, 2351 Masonwood Way, reviewed Preservation Accomplishments for 2021.
Cathy Munson, 6101 Gena Court, Austin, spoke regarding her family's property at 100 and 106 San Saba.
Gus Voelzel, III, 2804 Trail of Madrenes, Austin, architectural consultant, spoke on behalf of the property at 100 and 106 San Saba Street.*

APPROVAL OF MINUTES:

E.1 [Consider approval of the minutes for the December 2, 2021 Regular City Council meeting.](#)

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

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

Nays: 0

Absent: 0

PUBLIC HEARINGS:

F.1 [Consider public testimony regarding the Community Development Block Grant \(CDBG\) 2020 Consolidated Annual Performance Evaluation Report \(CAPER\).](#)

Joe Brehm, Director of Neighborhood Services made the staff presentation.

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

There were no citizens wishing to speak during the public hearing.

RESOLUTIONS:

G.1 [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation \(Type B Corp\) in approving an Economic Development Incentive Agreement with KingsIsle Entertainment.](#)

Jordan Robinson - Interim Chamber of Commerce Director and Amy Thomas with Gamigo made the presentation.

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

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

Nays: 0

Absent: 0

G.2 [Consider a resolution authorizing the Mayor to execute an amendment to the Commercial Contract for the sale of City property located at 1991 Rawhide Dr.](#)

Steve Sheets, City Attorney made the staff presentation.

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

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

Nays: 0

Absent: 0

G.3 [Consider a resolution authorizing the Mayor to execute an agreement with United Healthcare for Stop Loss Insurance Coverage for the period of January 1, 2022 through December 31, 2022.](#)

Valerie Francois, Human Resources director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.4 [Consider a resolution authorizing the Mayor to execute the Sixth Amendment to the Master Contract for the Financing, Construction, and Operation of the BCRUA Regional Water Treatment and Distribution Project.](#)

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

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

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

Nays: 0

Absent: 0

G.5 [Consider a resolution authorizing the Brushy Creek Regional Utility Authority to approve an Engineering Services Contract with Walker Partners, LLC for the Phase 1D Water Treatment Plant Expansion Project.](#)

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

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

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

Nays: 0

Absent: 0

G.6 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 6 with DeNucci Constructors, LLC for the University Boulevard Widening - IH 35 to Sunrise Road Project.](#)

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

- G.7** [Consider a resolution authorizing the Mayor to execute a contract with Patin Construction LLC for the FM 1460/AW Grimes Blvd NB Right Turn Lane at Old Settlers Blvd & Chandler Creek Blvd Project.](#)

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

- G.8** [Consider a resolution authorizing the Mayor to execute a contract with Chasco Constructors for the E. Bagdad Avenue Public Improvements Project.](#)

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.9 [Consider a resolution removing the monarch designation for nine \(9\) trees located on the site of the proposed Chisholm Trail Industrial.](#)

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

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

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

Nays: 0

Absent: 0

ORDINANCES:

H.1 [Consider public testimony regarding, and an ordinance approving Amendment No. 6 to Planned Unit Development \(PUD\) No. 86 to allow a warehouse use, located at the northwest corner of Sunrise Road and Eagles Nest Street. \(First Reading*\)](#)

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

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

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

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 6:15 PM.

Respectfully submitted,

Meagan Spinks, City Clerk

City of Round Rock Meeting Minutes

City Council

Special Called Meeting – Pre-Retreat

Thursday, December 9, 2021

CALL SESSION TO ORDER

The Round Rock City Council met in special session on December 9, 2021 at the Police Department Training Room located at 2701 N. Mays Street, Round Rock. Mayor Morgan called the meeting to order at 8:01 AM.

ROLL CALL

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

Absent: None

CITIZEN COMMUNICATION

There were no citizens at the retreat wishing to speak.

DISCUSSION:

- D.1 Consider staff presentations and council discussion regarding the downtown area space and infrastructure planning.**
- D.2 Consider staff presentations and council discussion regarding city-wide facility and infrastructure planning.**
- D.3 Consider staff presentations and council discussion regarding potential costs and financing alternatives of potential facility and infrastructure improvements.**

Mayor Morgan and City Manager Laurie Hadley opened the work session with a brief discussion of why we have a pre-retreat. There was a presentation followed by back and forth discussion between Council, City Management and staff for each item. Items were prioritized for further review at the next full retreat

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 3:06 PM.

Respectfully Submitted,

Meagan Spinks, City Clerk

City of Round Rock Meeting Draft Minutes

City Council

Special Called Meeting – Pre-Retreat

Thursday, December 9, 2021

CALL SESSION TO ORDER

The Round Rock City Council met in special session on December 9, 2021 at the Police Department Training Room located at 2701 N. Mays Street, Round Rock. Mayor Morgan called the meeting to order at 8:01 AM.

ROLL CALL

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

Absent: None

CITIZEN COMMUNICATION

There were no citizens at the retreat wishing to speak.

DISCUSSION:

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Mayor Morgan and City Manager Laurie Hadley opened the work session with a brief discussion of why we have a pre-retreat. There was a presentation followed by back and forth discussion between Council, City Management and staff for each item. Items were prioritized for further review at the next full retreat

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 3:06 PM.

Respectfully Submitted,

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute the FY 2021 "Equitable Sharing Agreement and Certification" confirming the City's receipt and expenditure of federal asset forfeiture awards and agreeing to continue to participate in the receipt of federal forfeiture awards.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Allen J. Banks, Chief of Police

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Police Department

Text of Legislative File 2022-001

This document is the annual report to the federal government that (a) confirms our receipt and expenditure of asset forfeiture awards from federal courts and (b) agrees to continue to participate in the receipt of federal forfeiture awards. These funds are part of what goes into the City's Law Enforcement Fund every year.

In FY 2021, the Department started with a balance of \$13,639.92 in federal asset forfeiture awards - Most of which came from Treasury Department awards and the balance from Justice awards. During the year, we received an additional \$2,368.10 award through court process and interest income of \$89.28.

From these funds, the Department spent \$7,072.70 to help pay for the Axon project that replaced in-car and body worn cameras. The final balance for FY 2021 was \$7,571.21.

The second part of the document is an annual affidavit and agreement that allows the city to continue to receive federal awards from asset forfeiture proceedings.

RESOLUTION NO. R-2022-001

WHEREAS, pursuant to the United States Department of Justice, a law enforcement agency desiring to participate in the Equitable Sharing Program (the “Program”) must file an annual Equitable Sharing Agreement and Certification to confirm receipt of and expenditure of federal asset forfeiture awards and agree to continue its participation in the Program, and

WHEREAS, the City Council wishes to approve the City of Round Rock’s Police Department’s FY 2021 Equitable Sharing Agreement and Certification, 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 the Fiscal Year 2021 Equitable Sharing Agreement and Certification, being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

OMB Number 1123-0011
Expires: December 31, 2021



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX2460500
Agency Name: Round Rock Police Department
Mailing Address: 2701 North Mays Street
Round Rock, TX 78665

Type: Police Department

Agency Finance Contact

Name: Haines, Lisa
Phone: 512-218-5432
Email: lhaines@roundrocktexas.gov

Jurisdiction Finance Contact

Name: Haines, Lisa
Phone: 512-218-5432
Email: lhaines@roundrocktexas.gov

ESAC Preparer

Name: White, Rick
Phone: 512-218-5524
Email: rwhite@roundrocktexas.gov

FY End Date: 09/30/2021

Agency FY 2021 Budget: \$36,943,929.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$1,425.47	\$12,214.45
2	Equitable Sharing Funds Received	\$914.71	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$27.92	\$61.36
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$2,368.10	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$7,072.70
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$2,368.10	\$5,203.11

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$7,072.70
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$7,072.70

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Garcia, Guadalupe**Company:** Whitley Penn**Phone:** 5124787165**Email:** lupe.garcia@whitleypenn.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 872511

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Banks, Allen

Title: Chief of Police

Email: abanks@roundrocktexas.gov

Signatures are not necessary as this the actual report/agreement submission is electronic

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Morgan, Craig

Title: Mayor, City of Round Rock

Email: cmorgan@roundrocktexas.gov

Signatures are not necessary as this the actual report/agreement submission is electronic

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with U.S. Foods, Inc. for the purchase of food and food service equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McKenzie - Director Sports Management

Cost: \$140,000.00

Indexes: Sports & Community Venue Tax

Attachments: Resolution, Exhibit A

Department: Sports Management and Tourism

Text of Legislative File 2022-003

The term of this Agreement with U.S. Foods, Inc. shall be from the effective date of the Agreement until January 22, 2023. The City is authorized to pay the Vendor an amount not-to-exceed \$140,000.00 for the term of the Agreement.

Cost: \$140,000.00

Source of Funds: Sports Center Fund

RESOLUTION NO. R-2022-003

WHEREAS, the City of Round Rock (“City”) desires to purchase food and food service equipment and related services, and

WHEREAS, the City is a member of the Sourcewell Cooperative, a cooperative purchasing program, and

WHEREAS, US Foods, Inc. is an approved vendor of the Sourcewell Cooperative, and

WHEREAS, the City desires to purchase certain goods and services from US Foods, Inc. through Sourcewell Cooperative Contract No. 112917-USF, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for the Purchase of Food and Food Service Equipment with US Foods, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
FOOD AND FOOD SERVICE EQUIPMENT
WITH
US FOODS, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for the purchase of food and food service equipment (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2021, 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 US FOODS, INC., whose offices are located at 9399 West Higgins Road, Suite 800, Rosemont, Illinois 60019 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase food and food service equipment and related services needed for the maintenance of City owned vehicles; and

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

WHEREAS, the City desires to purchase certain goods and services from Vendor through Sourcewell Cooperative Contract No. 112917-USF to receive pricing and services as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

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

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

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

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

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

2.01 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be from the effective date of the Agreement until January 22, 2023. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement and the Addendum to this Agreement, attached hereto as Exhibit "B," and incorporated herein by reference, comprise the Contract Documents.

4.01 ITEMS AWARDED AND SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

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

B. The City is authorized to pay the Vendor an amount not-to-exceed **One Hundred Forty Thousand and No/100 Dollars (\$140,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- A. 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 affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

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

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICE PROVIDERS

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

12.01 INSURANCE

Vendor shall meet all requirements required by the City as set forth at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVE

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

Chad McKenzie
Director of Sports Management and Tourism
221 East Main Street
Round Rock, Texas 78664
(512) 218-5488
cmckenzie@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor

shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

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:

US Foods, Inc.
9399 West Higgins Road, Suite 800
Rosemont, IL 60018

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or

provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

US Foods, Inc.


By: 
Printed Name: Theresa Madden
Title: VP National Sales Vizient
Date Signed: December 2, 2021

Exhibit "A"

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

As the current awarded distributor for NJPA's food contract, US Foods is honored to respond to this RFP. US Foods offers more than 400,000 national brand products to more than 250,000 customers, including government and educational institutions, healthcare and hospitality entities and independent and multi-unit restaurants. We are a

US Foods-NJPA

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Exhibit "A"

broadline (food and food related equipment and supplies) distributor offering value and variety for all classes of trade noted above.

Our mission is to be ***First in Food***. We strive to inspire and empower chefs and foodservice operators to bring great food experiences to their customers and students. This mission is supported by our ***strategy of Great Food. Made Easy***. It centers on providing a broad and innovative offering of high-quality products to our customers, as well as a comprehensive suite of industry-leading e-commerce, technology and business solutions. Our scale gives us the ability to serve customers nationwide with a highly efficient distribution network and centralized business processes. As we say on our trucks, we are ***Keeping Kitchens Cooking*** across America.

To provide maximum savings and enhanced qualitative offerings for NJPA members, our proposal utilizes Vizient's Distributor Agreement through National IPA. NJPA members may also have access to other programs through National IPA and its relationships with affiliates, subsidiaries, channel partners, and purchasing partners (collectively, "National IPA"), which includes but is not limited to Vizient's Distributor Agreement awarded to US Foods. Procurement costs are significantly reduced through awarded Manufacturer Agreements (MA). Leveraging more than \$100 Billion in customer purchasing power results in the country's largest, most competitive, and extensive manufacturer contract portfolio. Our proposal also offers many exclusive value added tools and business solutions, focused on customer success and satisfaction. NJPA members utilizing the cooperative contract resulting from this RFP award will be given a National IPA ID providing access to the programs available through National IPA including the Vizient pricing and manufacturer agreements as stated in our proposal. There are no fees or volume commitment associated with National IPA access.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

US Foods' Pricing Model:

US Foods uses a Delivered Price Plus Markup Methodology (commonly referred to as Cost Plus % markup or fee/cs). All products purchased by participating NJPA member are covered by a firm markup by category. Our price model is delivered price plus fee per case for K-12, and Preschool when required, and delivered price plus % markup for all other classes of trade. US Foods calculates the price at which we sell each product under this RFP to NJPA members, with either a fee per case or a percentage mark up, using the following definitions and calculations.

Exhibit "A"

Product Category	Fee/Cs Over \$2500	Fee/Cs Under \$2500	Fee/Cs Over \$2500 \$1M+	Fee/Cs Under \$2500 \$1M+	Fee/Cs Over \$2500 \$2M+	Fee/Cs Under \$2500 \$2M+	Fee/Cs Over \$2500 \$3M+	Fee/Cs Under \$2500 \$3M+	Fee/Cs Under \$2500 \$5M+	Fee/Cs Over \$2500 \$5M+
Boxed Meats	\$2.11	\$3.02	\$2.05	\$2.96	\$2.02	\$2.88	\$1.97	\$2.88	\$2.84	\$1.93
Coffee (Inc Frz)	\$3.05	\$3.24	\$2.99	\$3.68	\$2.96	\$3.60	\$2.91	\$3.60	\$3.56	\$2.87
Dairy	\$1.74	\$2.02	\$1.68	\$1.96	\$1.65	\$1.88	\$1.60	\$1.88	\$1.84	\$1.56
Disposable Cutlery	\$1.05	\$1.12	\$1.00	\$1.08	\$0.97	\$0.98	\$0.92	\$0.98	\$0.94	\$0.88
Disposables	\$2.52	\$2.87	\$2.46	\$2.81	\$2.43	\$2.73	\$2.38	\$2.73	\$2.69	\$2.34
Dry/Refrg Goods	\$1.62	\$1.73	\$1.56	\$1.67	\$1.53	\$1.59	\$1.48	\$1.59	\$1.55	\$1.44
Foam Trays	\$1.75	\$1.99	\$1.69	\$1.93	\$1.66	\$1.85	\$1.61	\$1.85	\$1.81	\$1.57
Fresh/Frozen Poultry, Seafood, Beef, Pork, Deli Meats (Ext Boxed)	\$2.08	\$2.23	\$2.02	\$2.17	\$1.99	\$2.09	\$1.94	\$2.09	\$2.05	\$1.90
Frozen Goods	\$2.57	\$2.73	\$2.51	\$2.67	\$2.48	\$2.59	\$2.43	\$2.59	\$2.55	\$2.39
Frozen Juice	\$1.06	\$1.19	\$1.00	\$1.13	\$0.97	\$1.05	\$0.92	\$1.05	\$1.01	\$0.88
Frozen Potatoes	\$1.62	\$1.86	\$1.56	\$1.80	\$1.53	\$1.72	\$1.48	\$1.72	\$1.68	\$1.44
Portion control condiments	\$1.06	\$1.20	\$1.00	\$1.14	\$0.97	\$1.06	\$0.92	\$1.06	\$1.02	\$0.88
Produce	\$1.84	\$2.11	\$1.78	\$2.05	\$1.75	\$1.97	\$1.70	\$1.97	\$1.93	\$1.66
Frozen Vegetables	\$1.62	\$1.89	\$1.56	\$1.83	\$1.53	\$1.75	\$1.48	\$1.75	\$1.71	\$1.44
Shell Eggs	\$2.41	\$2.64	\$2.35	\$2.58	\$2.32	\$2.50	\$2.27	\$2.50	\$2.46	\$2.23
Processed Eggs (Refrg and Froz)	\$1.62	\$2.05	\$1.56	\$1.99	\$1.53	\$1.91	\$1.48	\$1.91	\$1.87	\$1.44
The categories below are industry accepted as % mark up.										
Foodservice Chemicals	12.05%	13.60%	11.77%	13.32%	11.60%	13.15%	11.38%	12.92%	12.75%	11.21%
Smallwares/Equipment	11.00%	11.00%	10.72%	10.72%	10.56%	10.56%	10.34%	10.34%	10.17%	10.17%
Equipment (single items >\$1,000)	8.00%	8.00%	7.73%	7.73%	7.57%	7.57%	7.35%	7.35%	7.20%	7.20%

Product Category	C&U/Healthcare over 2500	C&U/Healthcare under 2500	Preschool over \$1,000	Preschool under \$1,000
Boxed Meats	4.66%	6.10%	6.10%	10.04%
Coffee (Inc Frz)	8.05%	9.80%	9.80%	13.54%
Dairy	6.55%	8.10%	8.10%	12.04%
Disposables	9.66%	10.16%	11.10%	16.04%
Dry/Refrg Goods	7.66%	8.15%	9.10%	13.04%
Foodservice Chemicals	12.05%	13.80%	13.80%	17.54%
Fresh/Frozen Poultry, Seafood, Beef, Pork, Deli Meats (Ext Boxed)	8.55%	7.16%	8.10%	12.04%
Frozen Goods	8.66%	9.16%	10.10%	14.04%
Frozen Juice	6.55%	8.10%	8.10%	12.04%
Nutritionals	4.55%	6.10%	6.10%	10.04%
Produce	8.05%	9.60%	9.60%	13.64%
Frozen Vegetables	7.66%	9.10%	9.10%	13.04%
Shell Eggs	8.05%	9.80%	9.80%	13.54%
Processed Eggs (Refrg and Froz)	7.66%	9.10%	9.10%	13.04%
Smallwares/Equipment	11.00%	11.00%	11.00%	11.00%
Equipment (single items >\$1,000)	8.00%	8.00%	8.00%	8.00%

Exhibit "A"

Sell Price:

Sell Price is the price at which we will sell products to NJPA members. US Foods' customers are responsible for all customs, duties, fees, taxes or other payment for such products.

The sell price of each product priced under this agreement will equal (a) the delivered price of such product, plus (b) the percentage markup or fee per case markup on the Distribution Markup Schedule for the product category, less (c) off-invoice discounts or off-invoice allowances. For those NJPA members that require a fee per case mark up, the Sell Price is calculated as follows: $\text{Sell Price} = \text{Delivered Price} + \text{fee per case}$. For those NJPA members that require a percentage mark up, the Sell Price is calculated as follows: $\text{Sell Price} = \text{Delivered Price} \times (1 + \text{Mark-Up})$.

Example Fee/Cs Sell Price	
Distributor Delivered Price	\$31.00
Manufacturer Agreement Discount	-\$6.20
Distributor Discounted Delivered Price	\$24.80
Fee Per Case	\$1.44
Member Invoiced Sell Price	\$26.24

The price to participating members for all products sold under this agreement (the "Sell Price") will be calculated on the basis of delivered price to US Foods. For the purposes of this agreement, "delivered price" to US Foods is defined as follows:

- In the case of contract products, the amount provided in the applicable supplier agreement as the national or regional contract price to be billed to members without the subtraction for cash discounts allowed by suppliers for prompt payment and prior to the addition of the markup.
- In the case of non-contract products, the manufacturer's (supplier, packer or any other vendor) delivered price on the manufacturer's invoice, if available from manufacturer, or unit price FOB manufacturer's dock plus standard freight (as hereinafter defined) to USF's distribution center, less off-invoice discounts or off-invoice allowances (to mean manufacturer-generated discounts or allowances on particular items for set periods of time, which are specifically reflected on the invoice).
- Where a participating member, or USF on behalf of a participating member, has determined a price for any product directly with its supplier, the delivered price for all such products shall be that determined price.

Standard freight, in those cases where the invoice cost to the delivering primary ordering location is not a delivered price, means a reasonable freight charge to transport a product from the supplier to the primary ordering location based on market tariff conditions. Freight charges may include common or contract carrier charges imposed by the manufacturer (supplier, packer or any other vendor) or a carrier or charges billed by USF's freight management service. Standard freight for any product will not exceed (a) the manufacturer freight price normally payable by the Authorized Distributor distribution center for inbound shipments of regular quantity requirements of such products for such distribution center that would have been paid had freight not been managed by USF or its affiliates; or (b) if there is no manufacturer price, an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities, which may include consideration of standard tariff rates.

We also earn income and profit from value-added services we provide, such as regional and national marketing, freight management, procurement leverage, consolidated warehousing, quality assurance, and performance

Exhibit "A"

based product marketing. We also receive income and make a profit from the sale of our Exclusive Brand Products, from our Suppliers through promotional allowances, cash discounts, prompt pay discounts, growth programs, and from other transactional payments and our management of competitive conditions. All of this income and profit is referred to as "Earned Income." We may negotiate or set the invoice price and amount of earned income we receive from our Suppliers. The Sell Price is not adjusted for Earned Income.

Due to the added handling and damage costs associated with handling less than full cases of the product, a special handling charge of 1 percent will be added to the markup of all products sold by individual container or in less than full cases. This special handling charge will be applied to the markup as defined above.

Delivered Price:

The Delivered Price refers to our Supplier's invoice or quote, which may include a transportation fee for inbound shipment to our distribution center. For purposes here of, "Supplier" means manufacturers, vendors, suppliers, packers, brokers, redistributors, consolidators, transaction service providers and USF business units and affiliates. When our Supplier's invoice or quote does not include a fee for transporting products, Delivered Price will include compensation to us for inbound shipment to our distribution centers and, in such situations, the transportation fee will not exceed the average market freight price, for comparable products, shipping methods and quantities. We may use our logistics expertise to manage freight and consolidate orders and may earn income and profit from those freight management activities; provided that Delivered Price will not exceed the f.o.b. origin unit price plus the transportation fee for inbound shipments to our distribution center that would have been payable at the quantities ordered had we not managed freight.

For products sold under trademarks owned and licensed by us ("Exclusive Brand Products"), Delivered Price may be calculated based on our published price list plus any applicable service charge. If there is a national agreement between us and a Supplier that specifies the price we must charge our customers for certain products, the Sell Price, which is the price at which we will sell products to you, will be governed by such national agreements. Delivered Price will include any duties, taxes or fees we are charged by a Supplier. All manufacturer's discounts on the face of the invoice or that are otherwise designated by a Supplier to be passed on to you will be applied when determining the Sell Price. Delivered Price is a price, not an actual product cost, and may include Earned Income. "Earned Income" is the income and profit we make from value-added services we provide, such as regional and national marketing, freight management, procurement leverage, consolidated warehousing, quality assurance, and performance based product marketing. We also receive income and make a profit from the sale of our Exclusive Brand Products, from our Suppliers through promotional allowances, cash discounts, prompt pay discounts, growth programs, and from other transactional payments and our management of competitive conditions. All of this income and profit is referred to as "Earned Income." We may negotiate or set the invoice price and amount of earned income we receive from our Suppliers. The Sell Price is not adjusted for Earned Income.

Changes in Cost Indices:

For customers requiring a fee per case mark up, the fee will be reviewed on an annual basis and will be adjusted to reflect changes in the Consumer Price Index (CPI-U). We understand and will comply with the NJPA guidelines for price change communication.

Price Change Frequency:

US Foods will provide all customers with an order guide listing current prices for products at the beginning of each month during the term of the awarded contract. The price for each product will be determined based on the above formula at the time the order guide is prepared and sent to customers, and will be subject to weekly updates in the product categories listed below.

Exhibit "A"

<u>Weekly</u>	<u>Weekly</u>	<u>Monthly</u>
Beef, Veal	Mayonnaisse	Disposables, Dry Goods
Cheese	Oils & Shortenings	Refrigerated Items
Coffee	Orange Juice	Foodservice Chemicals
Dairy, Shell Eggs	Pork & Poultry	Frozen Goods, Frozen Juice
Flour, Rice, Sugar	Produce	Nutritionals
Lamb, Spec. Meats	Seafood	Small Wares/Equipment

Stock Keeping Units:

US Foods provides approximately 400,000 fresh, frozen, and dry food stock-keeping units, or SKUs, as well as non-food items, sourced from over 5,000 suppliers, which are available for review on usfoods.com to customers based on the servicing division. Due to the number of items we make available restricts our ability to provide these items within the context of this response.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

US Foods' pricing model is not based on a discount from MSRP/published list. As stated above in question 8, our price model is delivered price plus fee per case for K-12, and Preschool when required, and delivered price plus % markup for all other classes of trade. Through National IPA, members will have access to 250+ manufacturer agreements with average discounts of 20%.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our proposal offers several incentives and rebate programs, enabling members to further maximize program value based on total spend, operational efficiencies and product selection.

1) Operational Incentives

Operational incentives are applied off invoice as a line item deduction off the total invoice. This means this incentive is instant and there is no waiting period to receive your incentive. Incentives will be applied to each invoice as a final total volume adjustment.

Volume Incentive: This incentive may be earned by individual customers with annual spend of \$1M or greater. Districts and multi-unit customers who make purchasing decisions as a group are considered one entity and may earn volume incentive based on group, district, or system total annual spend. Volume Incentive for K-12 and Early Learning entities can be a part of the mark up schedule vs. separate off invoice line item incentive.

Volume Annual	Incentive %
---------------	-------------

Exhibit "A"

\$1-\$2,000,000	0.25%
\$2-\$3,000,000	0.40%
\$3-\$5,000,000	0.60%
\$5,000,000 +	0.75%

Prompt Pay Incentive: This incentive is calculated using DSO (Days Sales Outstanding) over a period of one quarter, based on purchasing practices for the previous quarter.

Prompt Payment/Prepay	Incentive %
Prepayment	-0.60%
0-10 days	-0.30%
11-15 days	-0.25%
16-20 days	-0.10%
21-30 days	0.00%
31-45 days (up charge)	0.25%
46-60 days (up charge)	0.50%
Each additional 15 days greater than 60	0.25%

Average Delivery Size: This incentive is calculated using each delivery location's average delivery size over a period of one quarter, based on purchasing practices for the previous quarter.

Average Delivery Size	Incentive %
\$3,000 - \$3,499	-0.15%
\$3,500 - \$3,999	-0.25%
\$4,000 - \$5,499	-0.35%
\$5,500 - \$6,999	-0.50%
\$7,000 - \$10,999	-0.65%
\$11,000 - \$15,999	-0.95%
\$16,000 +	-1.20%

2) **Impact Standardization Rebate Program**

The IMPACT Food Standardization Program provides quarterly rebates for customers that standardize their purchasing dollars to a group of selected suppliers. In addition, the program offers participants incremental rebates for standardizing their total food distribution purchases with US Foods. Standardization rebates work in conjunction with the program's invoice discounts and provide an additional source of value. This optional program is available to all members with the exception of early education entities.

3) **New Member Rebate:**

US Foods offers a rebate to any new member of NJPA that elects to transition from another distributor to US Foods under the terms and conditions of an awarded agreement. The New Member Rebate will be calculated at .85% of total purchases for the first twelve (12) months starting from the date of the first delivery. This is paid as a credit or a check in two 6 month intervals.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Exhibit "A"

US Foods is able to special order products from all of our manufacturers. The Special Order Process is detailed below in question 27. There is no additional charge for special order products. Special Order products will be priced at delivered price plus the distribution fee or percentage mark up according to the applicable pricing tier and product category, as outlined in our definition of delivered price and sell above in question 8.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

This question does not apply to US Foods, as our pricing model includes all costs of acquisition.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Stocked and Special Order purchases from US Foods include freight, as outlined in our definition of delivered price and sell above in question 8. The exception to this may be foodservice equipment shipped directly from the manufacturer. If a NJPA member wants to order foodservice equipment, shipped directly from the manufacturer, US Foods will provide a quotation to the customer which identifies any additional freight fees. Freight fees are determined by the shipping manufacturer.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Currently, US Foods provides delivery service to the contiguous United States.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

US Foods provides direct ship programs designed to broaden the unique product offerings that customers can access in addition to the stocked and special order products available in each Division.

US Foods Culinary Equipment & Supply



CES offers a variety of equipment and small wares available via the internet on www.usfood.com and USFood.com, including product descriptions, specs and pictures, pricing and ordering via US Foods Culinary and Equipment and Supplies (CES). Products are delivered via Fed Ex to your door. USFoods.com/equipmentandsupplies.com.

Food Innovations



Food Innovations is comprised of a team of chefs dedicated to delivering the finest quality and freshest gourmet and unique products available directly to fellow chefs and culinary enthusiasts.

Perishable products are procured direct from source, when possible, from around the world, and delivered to the customer within two business days.

- These high quality products include origin specific seafood, Japanese and American Kobe Beef, Exotic game meats, Specialty produce and microgreens, as well as Imported and domestic cheeses.

Exhibit "B"



This Addendum to City of Round Rock Agreement ("Agreement") for the Purchase of Food and Food Service Equipment between City of Round Rock ("Customer") and US Foods, Inc. ("US Foods" or "Authorized Distributor")

US Foods is confident that our relationship will be mutually beneficial to us both. Our proposal and these modifications represent what we do best, and it coincides with the desired products, prices, and services you have outlined in your solicitation. The terms "we," "us," and "our" refer to US Foods and the terms "you" and "your" refer to Customer.

12.01 INSURANCE

For clarification, with regards to the US Foods' insurance requirements, US Foods shall provide certificates evidencing that the coverage and limits as outlined in the Insurance Requirements are in force, except that in the state of Texas, US Foods is non-subscriber under the Texas Workers Compensation Act and does not carry workers' compensation insurance in Texas. Notwithstanding the foregoing, US Foods does comply with all laws applicable to non-subscribers, including all applicable disclosure obligations. US Foods covenants that it will maintain in force and effect an ERISA plan that provides benefits to employees in the event of workplace injury.

US Foods covenants that the insurance reflected in the insurance certificate(s) issued to you will remain in force, and should any of the described policies, including any applicable ERISA plan, be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. US Foods does not intend to use any third-party service provider or contractor to provide services to its customers, including you. If any third-party service provider or contractor is identified to provide services in the future however, US Foods covenants and agrees that all such providers shall be required to maintain insurance comparable to the insurance required of US Foods under the Agreement.

15.01 DEFAULT

In case of default by the vendor, Customer may procure the articles or services covered by this order from other sources, however US Foods will not be responsible for excess costs. US Foods employ a proactive approach to seek resolution, should any issues arise as it relates to our team, our program, and contract obligations. Our goal is to service Customer in a seamless manner. Although rarely used, Vizient is your advocate, and the program includes the following Service Damages.

- i. Pricing Error Damages.
- ii. Damages for Non-Compliance with Product Substitution Provision.
- iii. Damages for Non-Compliance with Stocking Requirements.
- iv. Fill Rate Damages

In the event Customer meets with irresolvable issues with no applicable damage provision with respect to US Foods' implementation or compliance with the Vizient program, you may request initiation of the General Problem Resolution Process with Vizient.

17.01 INDEMNIFICATION

With regards to all sections on hold harmless and indemnification, the following will apply:

US Foods shall indemnify, defend and hold harmless Customer and/or their officers, agents, employees, representatives, subcontractors, assignees and/or designees from and against any and all allegations, claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs (each a "Claim"), arising out of or related to (A) any damage or defect to any good caused by US Foods while such products were in the care, custody or control of US Foods; (B) any negligent or grossly negligent action,

Exhibit "B"



inaction, omission or intentional misconduct of US Foods in its performance of this Agreement; or (C) US Foods' breach of any representation, warranty, term, covenant, or other obligation under this Agreement, including compliance with all laws.

US Foods shall abide by and indemnify Customer, its directors, officers, employees, and agents except that there shall be no right to indemnification hereunder for any Loss arising out of the acts or omissions of Customer, its directors, officers, employees, and agents.

Customer acknowledges that the terms of the resulting contract are governed by and construed by the terms and clarifications of this document, which shall become part of the resulting Agreement.



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Valor Fire Protection for the purchase of fire suppression services.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$215,125.00

Indexes: General Fund

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

Department: General Services

Text of Legislative File 2022-011

General Services will establish a contract with Valor Fire Protection for fire suppression services needed to support City Operations. The IFB-BV solicitation was advertised and a total of four (4) vendors responses were received. It has been determined that Valor Fire Protection offers the best value to the City, therefore the General Services Department recommends the contract be awarded to Valor Fire Protection. Valor provided the City the lowest bid and they have worked with the city for many years.

Cost: \$215,125.00

Source of Funds: General Fund

RESOLUTION NO. R-2022-011

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase fire suppression services, and for related goods and services; and

WHEREAS, Valor Fire Protection has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Valor Fire Protection, 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 Fire Suppression Services with Valor Fire Protection, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
FIRE SUPPRESSION SERVICES
WITH
VALOR FIRE PROTECTION**

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 fire suppression services, 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 _____, 2021 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 VALOR FIRE PROTECTION, whose offices are located at 3580 Rocking J Road, Suite 500, Round Rock, Texas 78665 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase fire suppression services; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services; and

WHEREAS, City has determined the bid submitted by Services Provider is the lowest responsible bidder; 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:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees 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 21-019 dated July 2021 ("IFB"); (b) Services Provider's Response to IFB; and (c) any

exhibits and/or addenda 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, Addenda, 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.

2.0 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. 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.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; Addenda to IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and Addenda to IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter 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.

4.0 ITEMS AWARDED AND SCOPE OF WORK

Items Awarded. All bid items in "Attachment A – Bid Sheet" of Exhibit "A" are awarded to Services Provider.

Scope of Work: Services Provider shall satisfactorily provide all services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Services Provider's undertakings shall be limited to performing services for 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.

5.0 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A – Bid Sheet" of Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Fifteen Thousand One Hundred Twenty-Five and No/100 Dollars (\$215,125.00)** for the term of this Agreement.

6.0 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
- C. Delivery or performance dates.

7.0 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 services 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.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 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, 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.

10.0 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.

11.0 TAXES

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

12.0 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 from another supplier or suppliers.

13.0 INSURANCE

Services Provider shall meet all insurance requirements set forth in Part II of IFB 21-019 and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.0 CITY'S REPRESENTATIVES

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

Corey Amidon
Facility Maintenance Manager
212 Commerce Boulevard
Round Rock, Texas 78664
512-341-3144
camidon@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

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

16.0 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.

17.0 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.

18.0 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.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains 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 that Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Consultant verifies consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

20.0 ASSIGNMENT AND DELEGATION

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

21.0 NOTICES

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

1. When delivered personally to 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:

Valor Fire Protection
3580 Rocking J Road, Suite 500
Round Rock, Texas 78665

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 Services Provider.

22.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.0 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.

24.0 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.

25.0 SEVERABILITY

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

26.0 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

Valor Fire Protection

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

By:  _____
Printed Name: Johnathon Couch
Title: General Manager
Date Signed: 11-9-21

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

FIRE SUPPRESSION SYSTEMS SERVICES

SOLICITATION NUMBER 21-019

JULY 2021

**FIRE SUPPRESSION SYSTEMS SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in fire suppression system services. The City intends to purchase products and services needed for fire suppression system repair, maintenance, parts, and installation in City-owned buildings.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 7-9
Part IV – Specifications	Pages 10-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Respondent Questionnaire	Page 15
Attachment D – Fire Suppression Systems Requirements by Location	Page 16
Attachment E – Sample Work Order	Page 17
Attachment F – Sample Invoice	Page 18

3. **AUTHORIZED PURCHASING CONTACTS:** For questions or clarification of specifications, you may contact:

Amanda Crowell Purchaser Purchasing Division City of Round Rock Phone: 512-218-5458 E-mail: acrowell@roundrocktexas.gov	Cheryl Kaufman Purchasing Supervisor Purchasing Division City of Round Rock Phone: 512-218-5417 E-mail: ckaufman@roundrocktexas.gov
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The individuals listed above are the only authorized City contact for this solicitation. The authorized purchasing contacts may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	July 15, 2021
Optional Pre-Bid meeting	July 27, 2021 @ 10:00AM, CST
Deadline for submission of questions	July 30, 2021 @ 5:00 PM, CST
City responses to questions or addendums	Approximately August 2, 2021 @ 5:00 PM, CST
Deadline for submission of responses	August 12, 2021 @ 3:00 PM, CST

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All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations>

Questions shall be submitted in writing to the "Authorized Purchasing Contacts". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/businesses/solicitations>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
6. **OPTIONAL PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-bid meeting will be conducted on the date specified in PART I Section 4 – Schedule of Events.
 - A. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. The optional pre-bid meeting shall initially begin at:

**City Council Chambers
 221 East Main Street
 Round Rock, Texas 78664**
 - B. Respondents will be responsible for their own transportation.
 - C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.
7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
 Attn: Amanda Crowell
 Purchasing Department
 221 E. Main Street
 Round Rock, Texas 78664-5299**

 - A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
 - B. Facsimile or electronically transmitted responses are not acceptable.
 - C. Responses cannot be altered or amended after opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered and will be returned unopened if a return address is provided.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

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Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The bid response along with 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, addendums and the attachments identified below shall be submitted with your proposal.

- ❑ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation.
- ❑ **Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.
- ❑ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
- ❑ **Attachment C: RESPONDENT QUESTIONNAIRE:** Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.

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:

- A. Purchase price.
- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

I. **EVALUATION FACTORS**

Total 100 Points

- Cost- 60 Points
- Response to Attachment D – Respondent Questionnaire – 40 Points allocated to following criteria:
 - Vehicle and equipment list 5 Points
 - Training and development 10 Points
 - Company and individual work experience 25 Points

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

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- 10. CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, 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.
- A. 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.
 - B. 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.
- 11. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
- 12. CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing fire suppression system services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. 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.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - D. Respondent shall currently possess and maintain a valid license issued by the Texas Department of Insurance through the term of the contract.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in fire suppression system services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** The successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

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C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Prices for materials will be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE:** Contract prices for fire suppression system repairs, maintenance, and parts shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item.

A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. **Procedure to Request Increase:**

- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

City of Round Rock
 Purchasing Department
 Attn: Contract Specialist
 221 East Main Street
 Round Rock, TX 79664-5299

- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
9. **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 vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **ORDER QUANTITY:** The quantities shown in the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

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11. **PERMITS:** The successful Respondent shall verify and 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 if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> once City Council has approved the recommendation of award and the agreement has been executed.
13. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor.
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact (POC):** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. The City's designated representative:

Corey Amidon
Facility Manager
General Services
Phone: (512) 341-3144
E-mail: camidon@roundrocktexas.gov
15. **INTERLOCAL PURCHASING AGREEMENTS:**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SCOPE OF WORK**

1. **PURPOSE:** The City intends to purchase products and services needed for fire suppression system repair, maintenance, parts, and installation for City of Round Rock buildings.
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Perform all work in accordance with all current federal, state, and local codes. These include, but are not limited to the most current versions of the following:
 - i. National Fire Protection Association (NFPA)
 - ii. National Electric Code (NEC)
 - iii. Texas Insurance Code
 - iv. Texas Administrative Code (TAC)
 - B. Meet with facility management prior to conducting tests or inspections. They should be familiar with site equipment and should be prepared to discuss any risks associated with performing the work.
 - C. Assign a point of contact (POC) that will coordinate in advance with each designated work site contact to minimize disruptions when isolating systems as needed to complete the work.
 - D. Perform regularly scheduled inspections for all City of Round Rock buildings each year throughout the term of the contract. Contractor must respond to scheduling inspections with the City within seven calendar days of being notified.
 - E. **MAINTENANCE:** Maintenance shall be performed on all systems to keep the system equipment operable. Maintenance shall be performed per the most current NFPA standards and manufacturers' specifications.
 - F. **INSPECTIONS:** Contractor shall:
 - i. Annually inspect the following per the most current NFPA standards:
 - a) Fire alarm the inspection must follow NFPA 72, the national fire alarm and signaling code.
 - b) Sprinkler inspection must follow NFPA 25, the standard for the inspection, testing, and maintenance of water-based fire protection systems.
 - c) Hydrostatic inspection shall follow current NFPA standards. Standard inspection shall include increasing the PSI to 200+ for a maximum of two hours. Check the pipes for leaks in the system. Return system to normal PSI once test is complete.
 - d) Wet Risers inspection shall include a visual inspection and all other item in the schedule for NFPA 25.
 - e) Backflow inspection must be coordinated with Utilities and Environmental Services Department for City buildings. Contractor shall be permanently employed by an approved Fireline contractor per Texas Department of Insurance's State Fire Marshall's Office & Texas Administrative Code Title 30 Chapter 290 subchapter D. Back flow inspection will only occur on systems DIRECTLY connected to City fire suppression systems. All other backflow inspections not involving City buildings will be completed under a different Contract. All documentation must be submitted to Utilities Point of Contact: Eric Juarez (512) 341-3177 or ejuaraz@roundrocktexas.gov
 - f) All other inspections required by the NFPA and State agencies.
 - g) Fire extinguishers inspection shall occur annually. These inspections must follow NFPA 10 for portable fire extinguishers
 - ii. Contractor shall bi-annually inspect the following per NFPA Standards: Kitchen Hood inspection. The person performing the inspection is required to have a license from Texas Department of Insurance (TDI). The Contractor must follow NFPA 17A.
 - iii. Contractor shall do one 5-year hydrostatic test on standpipe systems during the term of the contract.
 - G. Coordinate after any testing or repairs with the designated contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards within 48 hours.

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- H. Provide one hardcopy and one digital copy of the test/inspection report documenting any testing, inspections performed, or as-built drawings to the work site Project Manager or their designee within 48 hours of the completion of work.
 - I. Contractor shall notify the facility management designee before leaving the site if a system or component of a system is "red-tagged."
 - J. If equipment is red-tagged the Contractor will work proactively with the facility management designee to resolve the issue within 72 hours unless otherwise discussed and agreed upon.
 - K. Clean all debris resulting from work before leaving the area.
3. **SERVICE LOCATIONS:** Services shall be performed at the following location: See Attachment D- Fire Suppression Systems Requirements by Location. The City reserves the right to add or remove locations as equipment comes online or is decommissioned.
4. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
- A. Verify that assigned service personnel have had training with a minimum of one year of "hands on" experience working on fire suppression systems.
 - B. Perform regularly scheduled inspections for all City of Round Rock buildings in March and April each year throughout the term of the contract. Contractor must respond to scheduling inspections with the City within seven calendar days of being notified.
 - C. Notify the facility maintenance designee upon arrival to and at departure from a facility.
 - D. Perform repair services upon request:
 - i. Contractor staff shall review and assess the situation and prepare a time and materials quote for the required work for review by the work site project manager or their designee.
 - ii. Contractor shall not begin work until the Contractor receives a Purchase Order from the City. For emergency repairs that occur outside normal business hours the City will give the vendor a notice to proceed before work can begin. The vendor must submit a formal quote/estimate to the City by close of business the next available business day.
 - E. **REPAIR SERVICES:** Repair service shall be performed on site at the equipment location(s) within the time frames specified below:
 - i. **Emergency Service Call-** "Emergency Services" are defined as requests made that are immediately necessary and may stop normal operations for the City. The Contractor shall-
 - a) Return the call of the City's POC and schedule the repair within one hour of the City's emergency call for repair service.
 - b) Be on location at the site within two hours after notification by the City that an emergency has occurred.
 - ii. **Non-Emergency Service Call-** "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall-
 - a) Call the City POC to schedule a repair within four hours of City's call for repair services.
 - b) Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
 - iii. **Service technicians** shall:
 - a) Inform the City POC upon completion of the requested work. If work is not completed the technician must contact the City and inform them of when the technician will be on site to complete the task prior to leaving the site.
 - b) Be fully qualified to work on the listed equipment.
 - c) Ensure repair parts for repair jobs are onsite within three business days from the work approval date or PO date.

City of Round Rock
Fire Suppression Systems Services
IFB 21-019
Class/Item: 93609, 93633, 93634
JULY 2021

- d) If, during the term of this contract, a new service technician is hired by the contract, the Contractor shall provide certifications and qualifications to the City verifying that the employee is qualified to work on the City's equipment prior to them coming on site.

F. DOCUMENT REQUIREMENTS:

- i. Work Orders: All work orders shall be detailed and include the description of services provided and summaries of estimated costs. See Attachment E- Work Order Sample. All work orders shall be provided to the City prior to invoicing.
- ii. Invoices: Invoices shall be received within five days of acceptance of completed work. Invoices shall include the hours for service, a detailed description of work, and a list of parts describing markup. All invoices shall include the identification/serial number of the unit serviced. See Attachment F- Sample Invoice.

5. CITY RESPONSIBILITIES: The City will-

- A. Confirm scheduling of work to be done.
- B. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.
- C. Provide access to locations where services are required.
- D. Ensure work area is reasonably free of safety hazards.
- E. Inspect work performed to ensure compliance with the scope of work.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 21-019 Fire Suppression Systems Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/solicitations>
 - A. 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.
 - B. 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.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
 - D. 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.
 - E. 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.

EXHIBIT "A"

**Attachment A- UPDATED Bid Sheet
Fire Suppression Systems Services
IFB # 21-019**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 21-019 Fire Suppression Systems Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, 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 will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
Section I: Labor Rates					
1	Inspections- Regular Hourly Labor Rate	80	Hour	\$85.00	\$6,800.00
2	Inspections- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	Hour	\$105.00	\$1,050.00
3	Inspections- Helper Regular Hourly Labor Rate	80	Hour	\$60.00	\$4,800.00
4	Inspections- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	Hour	\$90.00	\$900.00
5	Maintenance Service- Regular Hourly Labor Rate	160	Hour	\$85.00	\$13,600.00
6	Maintenance Service- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	Hour	\$105.00	\$2,100.00
7	Maintenance Service- Helper Regular Hourly Labor Rate	160	Hour	\$60.00	\$9,600.00
8	Maintenance Service- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	Hour	\$90.00	\$1,800.00
9	BSI Testing Fees	25	Each	\$95.00	\$2,375.00
Annual Total:					\$43,025.00

Section II: Additional Information (This section will not be evaluated under Cost but will become part of the contract.)

1	Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	20%	Percentage Markup	
Responses to Attachment G - 40 points total broken down as follows: o Vehicle and equipment list (5 points) o Training and development (10 points) o Company and individual work experience (25 points)				

COMPANY NAME:

Valor Fire Protection

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Phone Number

512-846-4142

jschuler@vfptx.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2021

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

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

PRODUCER Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227		CONTACT NAME: Mallory Visser PHONE (A/C, No, Ext): (360) 734-1161 FAX (A/C, No): (360) 734-1173 E-MAIL ADDRESS: malloryv@riceinsurance.com	
INSURED Valor Fire Protection, Inc 3580 Rocking J Rd Ste 500 Round Rock TX 78665		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Continental Western Insurance Company INSURER C: Markel Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 10804	

COVERAGES**CERTIFICATE NUMBER:** CL2191386788**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	Y	Y	SPG20072	09/13/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPA 6041638	09/13/2021	09/13/2022	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Professional Liability \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	SPG20072UMB	09/13/2020	12/31/2021	BODILY INJURY (Per person) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	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 Y	N/A	MWC0174075	09/13/2021	09/13/2022	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
B	Leased/Rented Equipment			CPA 6041638	09/13/2021	09/13/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Limit 50,000
							Deductible 1,000

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

Certificate Holder is Additional Insured for General Liability for Ongoing Operations per form CG2033 0413 and Completed Operations per form CG2037 0413. Coverage is Primary and Non-Contributory per form SARPG CGLPN 0714. Waiver of Subrogation applies per form CG2404 1093. Per Project Aggregate applies per form CG2503 0397. Auto Additional Insured and Waiver of Subrogation apply per form CLCA 2014 0721. Umbrella is follow form. Workers Comp Waiver of Subrogation applies per form WC42 0304B.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF ROUND ROCK City Attorney 309 East Main St 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
--	---

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BID TABULATION				VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4	
IFB NO: 21-019				Austin Fire Protection LLC		FIRETROL PROTECTION SYSTEM		JMEE Services Inc		Valor Fire Protection	
DESCRIPTION: Fire Suppression Systems											
BID OPENING DATE & TIME: 8/12/2021 @ 3:00PM											
Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Inspections- Regular Hourly Labor Rate	80	Hour	\$95.00	\$7,600.00	\$90.00	\$7,200.00	\$75.00	\$6,000.00	\$85.00	\$6,800.00
2	Inspections- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	Hour	\$120.00	\$1,200.00	\$110.00	\$1,100.00	\$95.00	\$950.00	\$105.00	\$1,050.00
3	Inspections- Helper Regular Hourly Labor Rate	80	Hour	\$95.00	\$7,600.00	\$80.00	\$6,400.00	\$75.00	\$6,000.00	\$60.00	\$4,800.00
4	Inspections- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	Hour	\$120.00	\$1,200.00	\$95.00	\$950.00	\$95.00	\$950.00	\$90.00	\$900.00
5	Maintenance Service- Regular Hourly Labor Rate	160	Hour	\$95.00	\$15,200.00	\$100.00	\$16,000.00	\$90.00	\$14,400.00	\$85.00	\$13,600.00
6	Maintenance Service- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	Hour	\$120.00	\$2,400.00	\$120.00	\$2,400.00	\$150.00	\$3,000.00	\$105.00	\$2,100.00
7	Maintenance Service- Helper Regular Hourly Labor Rate	160	Hour	\$95.00	\$15,200.00	\$65.00	\$10,400.00	\$90.00	\$14,400.00	\$60.00	\$9,600.00
8	Maintenance Service- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	Hour	\$120.00	\$2,400.00	\$85.00	\$1,700.00	\$150.00	\$3,000.00	\$90.00	\$1,800.00
9	BSI Testing Fees	25	Each	\$12.95	\$323.75	\$12.95	\$323.75	\$20.95	\$523.75	\$95.00	\$2,375.00
				Total:	\$53,123.75	Total:	\$46,473.75	Total:	\$49,223.75	Total:	\$43,025.00

Recommended for Award:

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.

Valor Fire Protection
Round Rock, TX United States

Certificate Number:
2022-837833

Date Filed:
01/07/2022

Date Acknowledged:

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

City of Round Rock

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

000000
Fire Suppression 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.



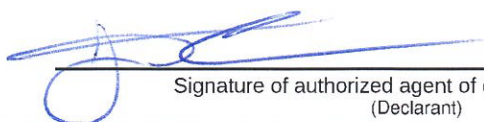
6 UNSWORN DECLARATION

My name is Johnathon Couch, and my date of birth is [REDACTED].

My address is 440 CR 487 (street), Taylor (city), TX (state), 76574 (zip code), Williamson (country).

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

Executed in Williamson County, State of Texas, on the 7 day of 1, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Valor Fire Protection
Round Rock, TX United States

Certificate Number:
2022-837833

Date Filed:
01/07/2022

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:
01/07/2022

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
Fire Suppression 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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Siddons-Martin Emergency Group, LLC for the purchase of fire service apparatus vehicle parts.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$600,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services

Text of Legislative File 2022-012

Siddons-Martin is our only local Pierce fire apparatus dealer. They are sole source for Pierce fire apparatus parts. We purchase all OEM parts that are manufacturer specific for all our 20 full size Pierce fire apparatus.

We only sublet repairs to them that we are unable to perform in house, typically this happens when we do not have the proper equipment and/or tools to perform the task safely and properly.

\$600,000.00 through the expiration date of exp 9/30/2024.

This agreement is made in accordance with Buyboard contract #651-21

1000 1522 is for sublet repairs

1000 1515 is for repair parts

Cost: \$600,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2022-012

WHEREAS, the City of Round Rock (“City”) desires to purchase certain deliverables, specifically equipment, repair parts, and repair services for fire apparatus service vehicles, and for related goods and services; and

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

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

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

WHEREAS, Siddons-Martin Emergency Group, LLC is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Siddons-Martin Emergency Group, LLC through Buy Board Cooperative Contract No. 651-21, 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 Fire Service Apparatus Vehicle Parts with Siddons-Martin Emergency Group, 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 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
FOR FIRE SERVICE APPARATUS VEHICLE PARTS
WITH
SIDDONS-MARTIN EMERGENCY GROUP, LLC**

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 fire service apparatus vehicle parts, 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 _____, 2021 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 SIDDONS-MARTIN EMERGENCY GROUP, LLC, whose offices are located at 1362 E. Richey Road, Houston, Texas 77073 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, specifically equipment, repair parts, and repair services for fire apparatus service vehicles, 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 # 651-21; 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 goods and services and Vendor is obligated to sell said goods and services.

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, 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 September 30, 2024.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods 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 ITEMS

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

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

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, 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 COSTS

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

B. In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not to exceed **Six Hundred Thousand and No/100 Dollars (\$600,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

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

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Siddons-Martin Emergency Group, LLC
1362 East Richey Road
Houston, Texas 77073

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.

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

City of Round Rock, Texas

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


Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Siddons-Martin Emergency Group, LLC

By:  _____
Printed Name: Kathryn Williams
Title: Vice President & General Counsel
Date Signed: 12/10/2021

Siddons-Martin Apparatus and Equipment Fire Apps Information

Address: 14233 Interdrive West
Houston, TX 77032
Phone: (281) 442-6806
Fax: (281) 442-0850

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeffrey A. Doran
Signature

jdoran@siddons-martin.com
Email

Submitted at 4/29/2021 11:38:11 AM

Requested Attachments

BuyBoard Proposal Invitation No. 651-21 for Fire Service Apparatus Vehicles

proposal-no-651-21 edit jad.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

All options lists with pricing.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Company Profile

Siddons Sales and Service info.pdf

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate

Base Model Pricing Buy Board 651-21 2021-04-29 Final.pdf

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Pierce Dealership Contacts 2021-04-28.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Dealer Certificate(s) and/or License(s)

Licenses.pdf

In PDF format, upload Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

IRS Form W-9 Request for Taxpayer Identification Number and Certification

SMEG 2021 W-9.pdf

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Licenses.pdf

License

Base Model Pricing Buy Board 651-21 2021-04-29 Final.xlsx

Base in Excel

Option list for Buy Board 651-21 Final 2021-04-29.xlsx

Options in Excel

Bid Lines

1

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$230,641.00 Total: \$230,641.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$285,026.00 Total: \$285,026.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C - 1250 GPM

Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$311,149.00 Total: \$311,149.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**

Freightliner

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C - 1500 GPM

Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$338,180.00 Total: \$338,180.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS.. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**

Freightliner

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM

Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$287,631.00 Total: \$287,631.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**

Freightliner

Alternate 1**Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM**

Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$268,780.00 Total: \$268,780.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes**1. State Brand of Chassis and Body**

Freightliner

6**_Section I: Commercial Class "A" Pumpers and Tankers - 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C -1250 GPM**

Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$299,372.00 Total: \$299,372.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) **are to be included** in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**

Freightliner

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$485,861.00 Total: \$485,861.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Saber

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$548,895.00 Total: \$548,895.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Enforcer

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$500,061.00 Total: \$500,061.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Saber

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Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$661,389.00 Total: \$661,389.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Velocity

1
1

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$524,607.00 Total: \$524,607.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Saber

1
2

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$657,193.00 Total: \$657,193.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

1
3

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$630,935.00 Total: \$630,935.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

1
4

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$688,452.00 Total: \$688,452.00

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

1
5

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$674,574.00 Total: \$674,574.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

1
6

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$908,894.00 Total: \$908,894.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

1
7

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$958,981.00 Total: \$958,981.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

1
8

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 hHP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,150,756.00 Total: \$1,150,756.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

1
9

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,293,330.00 Total: \$1,293,330.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,364,537.00 Total: \$1,364,537.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

2
1

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

22

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,327,279.00 Total: \$1,327,279.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

2
4

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

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Item Attributes

1. State Brand of Chassis and Body

No response

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,357,391.00 Total: \$1,357,391.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$264,821.00 Total: \$264,821.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Freightliner

Section IV: Rescue Vehicles, Non-Walk-In Style- 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$276,187.00 Total: \$276,187.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Freightliner

Section IV: Rescue Vehicles, Non-Walk-In Style- Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof – Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$567,790.00 Total: \$567,790.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Enforcer

Section IV: Rescue Vehicles, Non-Walk-In Style- Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$665,237.00 Total: \$665,237.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Velocity

3
1

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light
 Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays,
 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission,
 power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab
 with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle
 GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options
 including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$176,304.00 Total: \$176,304.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Ford

3
2

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$182,573.00 Total: \$182,573.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Ford

Alternate 1

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$148,667.00 Total: \$148,667.00
Manufacturer: Skeeter
Manufacturer #: Skeeter

Item Attributes**1. State Brand of Chassis and Body**Ford

3
3**Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Walk-In 16'**

Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each**No Bid**Manufacturer: No responseManufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**No response

3
4**Section V: Rescue Vehicles, Walk-In Style- 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C - Walk-In 16'**

Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each**No Bid**Manufacturer: No responseManufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes**1. State Brand of Chassis and Body**No response

3
5

Section V: Rescue Vehicles, Walk-In Style- Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$575,007.00 Total: \$575,007.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Enforcer

3
6

Section V: Rescue Vehicles, Walk-In Style- Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$722,770.00 Total: \$722,770.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

Velocity

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 84" cab to axle, A/C - Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 170" cab to axle, A/C - Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

4
0

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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Item Attributes

1. State Brand of Chassis and Body

No response

Alternate 1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$122,555.00 Total: \$122,555.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes**1. State Brand of Chassis and Body**

Ford

4
1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$235,200.00 Total: \$235,200.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**

Ford

Alternate 1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$114,450.00 Total: \$114,450.00

Manufacturer: Skeeter

Manufacturer #: Skeeter

Item Attributes**1. State Brand of Chassis and Body**

Ford

4
2

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each**No Bid**Manufacturer: No responseManufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**No response

4
3

Section VI: Quick Attack and Brush Type Vehicles- 4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission - Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$237,043.00 Total: \$237,043.00

Manufacturer: Pierce

Manufacturer #: Pierce

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

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NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

Ford

4
4

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission - Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

4
5

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 300 HP, Automatic, A/C - Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with Foam Pro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each

No Bid

Manufacturer: No response

Manufacturer #: No response

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

No response

4
6**Section VII: OPTIONAL EQUIPMENT and PARTS-** Discount (%) off catalog/pricelist for **Original Equipment**

Manufacturer (OEM) Options. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes**1. State Name of Catalog/Pricelist**

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for Third Party (not OEM) and Unpublished Options and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

4
8**Section VII: OPTIONAL EQUIPMENT and PARTS-** Discount (%) off catalog/pricelist for **Original Equipment**

Manufacturer (OEM) Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes**1. State Name of Catalog/Pricelist** OEM4
9**Section VII: OPTIONAL EQUIPMENT and PARTS-** Discount (%) off catalog/pricelist for **Extended Service Maintenance**

Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

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.**

Siddons Martin Emergency Group, LLC
Houston, TX United States

Certificate Number:

2021-832045

Date Filed:

12/13/2021

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

City of Round Rock

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

651-21

Fire Service Apparatus Vehicle Parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Siddons Martin Holding, Inc.	Houston, TX United States	X	

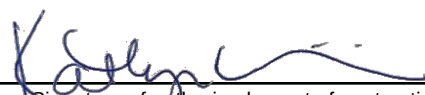
5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Kathryn Williams, and my date of birth is ____.

My address is 1362 E. Richey Rd., Houston, TX, 77073, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 13 day of December, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Siddons Martin Emergency Group, LLC
Houston, TX United States

Certificate Number:
2021-832045

Date Filed:
12/13/2021

Date Acknowledged:
01/06/2022

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.

651-21
Fire Service Apparatus Vehicle Parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Genuine Parts Company for the purchase of aftermarket vehicle parts.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$750,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: General Services

Text of Legislative File 2022-014

This is in accordance with Sourcewell Cooperative Agreement # 032521-GPC

This is a \$750,000 not to exceed agreement that runs through May 19, 2025

The agreement amount may appear higher than needed compared to our actual purchases over the past three years. Fleet Services intends to use them more going forward. They offer free delivery that is typically within an hour, and they also give us exceptional discounts compare to cost.

Over the past three years, we've spent \$263,000.00. We also purchased a new Air Conditioning in 2021 for \$7,000.00.

2019 we spent \$78,000

2020 we spent \$85,000

2021 we'll spend right at \$100,000

Cost: \$750,000.00

Source of Funds: General Fund



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

RESOLUTION NO. R-2022-014

WHEREAS, the City of Round Rock (“City”) desires to purchase aftermarket vehicle parts needed for the maintenance of City owned vehicles, and

WHEREAS, the City is a member of the Sourcewell Cooperative, a cooperative purchasing program, and

WHEREAS, Genuine Parts Company (d/b/a NAPA Auto Parts) is an approved vendor of the Sourcewell Cooperative, and

WHEREAS, the City desires to purchase certain goods and services from Genuine Parts Company (d/b/a NAPA Auto Parts) through Sourcewell Cooperative Contract No. 032521-GPC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for the Purchase of Aftermarket Vehicle Parts with Genuine Parts Company (d/b/a NAPA Auto Parts), a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
AFTERMARKET VEHICLE PARTS
WITH
GENUINE PARTS COMPANY
(DBA "NAPA AUTO PARTS")**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for the purchase of aftermarket vehicle parts needed to maintain City of Round Rock owned vehicles (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2021, 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 GENUINE PARTS COMPANY (dba "NAPA Auto Parts"), whose offices are located at 2999 Wildwood Parkway, Atlanta, Georgia 30339 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase aftermarket vehicle parts needed for the maintenance of City owned vehicles; and

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

WHEREAS, the City desires to purchase certain goods and services from Vendor through Sourcewell Cooperative Contract No. 032521-GPC to receive pricing and services as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby Vendor is to obligated to sell to City specified products and City is obligated to pay for said products. The Agreement includes any exhibits, addenda, and/or amendments thereto.

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

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

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

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

2.01 EFFECTIVE DATE; TERM

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

B. The term of this Agreement shall be from the effective date of the Agreement until May 19, 2025. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services

described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

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

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)** for the term of this Agreement.

6.01 INVOICES

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

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received or services provided; and

A. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. 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, these taxes shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 INSURANCE

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

13.01 CITY'S REPRESENTATIVE

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

Rocky Buoy
Fleet Operations
212 Commerce Boulevard
Round Rock, Texas 78664
737-610-5451
rbuoy@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, City may pursue all remedies available to it at law or in equity, including without limitation, remedies at law in a court of competent jurisdiction.

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, reasonable attorney's fees, and any and all other costs or fees arising out of 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 to whom such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

Genuine Parts Company
2999 Wildwood Parkway
Atlanta, Georgia 30339

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

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 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: _____

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Genuine Parts Company

By: Bryan Cox
Printed Name: Bryan Cox
Title: AREA Manager
Date Signed: 9/12/21

Exhibit "A"

Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies

Sourcewell 9074 Pricing Profile - United States Version

Bidder Name: NAPA Auto Parts U.S. (Genuine Parts Company)

Catalog Website: www.napaprolink.com

CATEGORY	DESCRIPTION	% DISCOUNT Off List
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	43%
4	BEARING, BALL AND ROLLER	50%
5	BELTS AND HOSES	43%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	60%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	56%
11	GASKETS AND SEALS	51%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	51%
14	OILS AND LUBRICANTS; REG. & SYN.	50%
15	PUMPS, FUEL AND WATER	49%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	48%
17	WIPERS/WASHERS	50%
18	SHOP SUPPLIES & EQUIPMENT	45%
19	WINTER ACCESSORIES	52%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.

Exhibit "A"

Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies

Sourcewell 9074 Pricing Profile - Canada Version

Bidder Name: NAPA Auto Parts Canada (UAP Inc.)

Catalog Website: www.napaprolink.ca

CATEGORY	DESCRIPTION	% DISCOUNT off List
1	AIR CONDITIONING	44%
2	ALTERNATORS AND STARTERS	37%
3	BATTERIES	41%
4	BEARING, BALL AND ROLLER	41%
5	BELTS AND HOSES	43%
6	BRAKES	42%
7	ELECTRICAL AND IGNITION	37%
8	EMISSIONS AND EXHAUST	36%
9	ENGINE AND DRIVE TRAIN	37%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	49%
11	GASKETS AND SEALS	46%
12	HEATING AND COOLING (ENGINE)	40%
13	LAMPS AND LIGHTING AND MIRRORS	47%
14	OILS AND LUBRICANTS; REG. & SYN.	8%
15	PUMPS, FUEL AND WATER	42%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	38%
17	WIPERS/WASHERS	38%
18	SHOP SUPPLIES & EQUIPMENT	14%
19	WINTER ACCESSORIES	26%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Agreement with D.H. Pace Company, Inc. for the purchase of overhead door maintenance and repair services.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$194,375.00

Indexes: General Fund

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

Department: General Services

Text of Legislative File 2022-016

With this agreement General Services will establish a contract with D.H. Pace Company for overhead door maintenance and repair services needed to support City operations.

The IFB solicitation was advertised and a total of two (2) vendors responses were received. It has been determined that D.H. Pace Company, Inc. offers the best value to the City, therefore the General Services Department recommends the contract to be awarded to D.H. Pace Company, Inc. for the overhead door maintenance and repair services.

D.H. Pace Company offered the City the best Value and the lowest cost. This contract will be put into place to serve as a trades contract.

Cost: \$194,375.00 (5 year agreement)

Source of Funds: General Fund

RESOLUTION NO. R-2022-016

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase overhead door maintenance and repair services and for related goods and services; and

WHEREAS, D.H. Pace Company, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of D.H. Pace Company, 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 Overhead Door Maintenance and Repair Services with D.H. Pace Company, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF OVERHEAD DOOR MAINTENANCE AND REPAIR SERVICES
WITH
D.H. PACE COMPANY 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 overhead door maintenance and repair services, 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 _____, 2021 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 D.H. PACE COMPANY, INC., whose offices are located at 1340 Airport Commerce Drive, Building 1, Suite 150, Austin, Texas 78741 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase overhead door maintenance and repair services; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services; and

WHEREAS, City has determined the bid submitted by Services Provider is the lowest responsible bidder; 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:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees 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 21-007 dated May 2021 ("IFB"); (b) Services Provider's Response to IFB; and (c) any

exhibits and/or addenda 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, Addenda, 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.

2.0 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; Addenda to IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and Addenda to IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter 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.

4.0 ITEMS AWARDED AND SCOPE OF WORK

Items Awarded. All bid items in “Attachment A – Bid Sheet” of Exhibit “A” are awarded to Services Provider.

Scope of Work: Services Provider shall satisfactorily provide all services described in Exhibit “A,” attached hereto, within the contract term specified in Section 2.0. Services Provider’s undertakings shall be limited to performing services for 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.

5.0 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in “Attachment A – Bid Sheet” of Exhibit “A.”

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Ninety-Four Thousand Three Hundred Seventy-Five and No/100 Dollars (\$194,375.00)** for the term of this Agreement.

6.0 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
- C. Delivery or performance dates.

7.0 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 services 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.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 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, 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.

10.0 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.

11.0 TAXES

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

12.0 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 from another supplier or suppliers.

13.0 INSURANCE

Services Provider shall meet all insurance requirements set forth in Part II of IFB 21-007 and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.0 CITY'S REPRESENTATIVES

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

Corey Amidon
Manager – Facility Maintenance
212 Commerce Boulevard
Round Rock, Texas 78664
512-341-3144
camidon@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

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

16.0 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.

17.0 TERMINATION AND SUSPENSION

A. Either party 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 the other party

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 also has the right to terminate this Agreement 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.

18.0 INDEMNIFICATION AND LIABILITY

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.

Notwithstanding the foregoing, the extent of Service Provider's liability under this provision shall be expressly limited to damage, injuries or losses caused by the acts or omissions of Services Provider (including the acts or omissions of Service Provider's subcontractors and suppliers). The parties further agree that the extent of Service Provider's liability and duty to defend pursuant to this said indemnity section shall be expressly limited to damages, losses, litigation expenses and costs, and attorneys' fees directly resulting from or caused by the acts or omissions of the Services Provider (including the acts or omission of Service Provider's subcontractors and suppliers).

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains 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 that Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.0 ASSIGNMENT AND DELEGATION

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

21.0 NOTICES

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

1. When delivered personally to 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:

D.H. Pace Company, Inc.
1340 Airport Commerce Drive, Building 1, Suite 150
Austin, Texas 78741

Notice to City:

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

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

22.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.0 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.

24.0 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.

25.0 SEVERABILITY

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

being void should a provision which is of the essence of this Agreement be determined void.

26.0 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

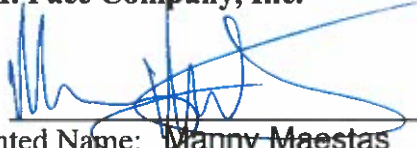
Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

D.H. Pace Company, Inc.

By:  _____
Printed Name: **Manny Maestas**
Title: **Sr Regional VP**
Date Signed: **12/02/2021**



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**OVERHEAD DOOR MAINTENANCE AND REPAIR
SERVICES**

SOLICITATION NUMBER 21-007

MAY 2021

**OVERHEAD DOOR MAINTENANCE AND REPAIR SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in maintenance and repair of overhead doors.
2. **BACKGROUND:** The City has a total of 145 roll up doors at various locations. There are 77 electric roll-up doors and 68 manual roll up doors located throughout City facilities. Facilities that may require professional repair and maintenance include, but are not limited to, office buildings, fire stations, parks facilities, police facilities, and parking garages. Some of the brands of doors include Cornell, Lift Master, Overhead Door Company, and Rytec.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – List of Locations and Equipment	Page 15
Attachment D – Sample Work Order	Page 16
Attachment E – Sample Invoice	Page 17

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Amanda Crowell
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@roundrocktexas.gov

Allen Reich
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: areich@roundrocktexas.gov

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

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

EVENT	DATE
Solicitation released	May 20, 2021
Optional Pre-Bid meeting / site visit	June 2, 2021 @ 10:00 AM CST
Deadline for submission of questions	June 7, 2021 @ 5:00 PM, CST
City responses to questions or addendums	Approximately June 9, 2020 @ 5:00 PM, CST
Deadline for submission of responses	June 17, 2021 @ 3:00 PM, CST

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 questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/businesses/solicitations>

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-bid meeting will be conducted on the date specified in PART I Section 5 – Schedule of Events.
- A. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. The pre-bid meeting shall initially begin at:
- City Council Chambers
221 East Main Street
Round Rock, Texas 78664**
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.
- C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details.
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 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Amanda Crowell
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.

- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with 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, addendums and the attachments identified below shall be submitted with your proposal.

- **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation.
- **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.
- **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

10. **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:

- A. Purchase price.
- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

11. **CONFIDENTIALITY OF CONTENT**: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, 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
- A. 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.
 - B. 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.
12. **SUSPENSION OR DEBARMENT CERTIFICATION**: The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
13. **CERTIFICATE OF INTERESTED PARTIES**: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. 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, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing>
2. **INSURANCE**: The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing maintenance and repair of overhead doors as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. 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.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in gate maintenance and repair services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, equipment acquisition and maintenance, demurrage, fuel surcharges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for maintenance and repair of overhead doors shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
9. **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 vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **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.
11. **PERMITS:** The successful Respondent shall verify and 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 if required for the project.

12. AWARD: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> once City Council has approved the recommendation of award and the agreement has been executed.

13. POST AWARD MEETING: The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. The City's designated representative:
Corey Amidon
Manager- Facility Maintenance
General Services
Phone (512) 341-3144
E-mail: camidon@roundrocktexas.gov

15. INTERLOCAL PURCHASING AGREEMENTS

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

**PART IV
SCOPE OF WORK**

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in maintenance and repair of overhead doors.
2. **BACKGROUND:** The City has a total of 145 roll up doors at various locations. There are 77 electric roll-up doors and 68 manual roll-up doors located throughout City Facilities. Facilities that may require professional repair and maintenance include, but are not limited to, office buildings, fire stations, parks facilities, police facilities, and parking garages. Some of the brands of doors include Cornell, Lift Master, Overhead Door Company, and Rytec.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Services shall be performed at the following location: **See Attachment C- List of Location.** The City reserves the right to add or remove locations as equipment comes online or is decommissioned.
 - B. **MAINTENANCE:** Maintenance shall be performed once a year. Maintenance shall include but not be limited to:
 - i. **Rolling Doors:**
 - a) Inspect door alignment and level, slats, and end locks for damage.
 - b) Inspect guides, bottom bar, and hood for damage, adjust spring(s), and lubricate bearings.
 - c) Inspect and tighten fasteners.
 - d) Inspect and lubricate chain hoist.
 - e) Inspect locks for proper operation.
 - f) Inspect and tighten all sprockets and shaft collars.
 - g) Inspect safety labels, placement, and condition.
 - h) Inspect and adjust limit switches, belts, brakes, and gear reducer.
 - i) Inspect operator mounting.
 - j) Inspect and test disconnect.
 - k) Inspect and lubricate roller chain.
 - l) Check all belts pulleys gears, frame, garage door balance and replace breaks and weather stripping as needed.
 - ii. **Rolling Steel Fire Doors:**
 - a) Inspect fuse links and replace painted fuse links.
 - b) Drop test door for proper operation.
 - c) Check that door is properly reset.
 - d) Test electric fusible links for continuity (where applicable).
 - e) Test smoke detector(s) (where applicable).
 - f) Test hold-open devices and time delays.
 - g) Inspect safety labels, placement, and condition.
 - h) Check all belts pulleys gears, frame, garage door balance and replace breaks and weather stripping as needed.
 - C. **REPAIR SERVICES:** Repair service shall be performed on site at the equipment location(s) within the time frames specified below:
 - i. **Emergency Service Call-** "Emergency services" are defined as requests made that are immediately necessary and may stop normal operations of the City. Emergency services will only be performed at Fire or Police Department locations. Other City locations will be considered normal service requests.
 - a) Contractor shall return the call of the City's POC and schedule repair within one hour of the City's emergency call for repair service.

- b) For emergency service requests, the Contractor shall be **onsite within 2 hours** to perform the required tasks including afterhours, holidays, and weekends.
- ii. **Non-Emergency Service Call-** "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
 - a) Call the City POC to schedule repair within four hours of City's call(s) for repair services.
 - b) Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
 - c) Services will be performed during normal operation hours which are 8:00AM-5:00PM
- iii. **Service technicians** shall:
 - a) Inform the City POC of their arrival and upon completion of work. If work is not completed the technician must contact the City and inform them of when he will be on site to complete the task prior to leaving the site.
 - b) Be fully qualified to work on the listed equipment.
 - c) Employed by the Contractor on the effective date of the contract.
 - d) Contractor shall be able to verify that service personnel have had training with a minimum of one year of "hands on" experience working on the brands/models of City equipment.
 - e) If during the term of this contract a new service technician is hired by the contract, the contractor shall provide certifications and qualifications to the City verifying that the employee is qualified to work on the City's equipment prior to them coming on site.

4. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Schedule all requested maintenance in advance with the City's point of contact.
- B. Maintain Communication. Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending on the size, manufacturer, and difficulty of the required tasks.
- C. Be responsible for all debris removal resulting from the services.
- D. Provide written work estimates to the City's point of contact via email for each project **in advance of** beginning work. The estimate shall include labor, equipment, parts, and materials required to perform repairs. Work shall not be initiated without the City's consent and a formal PO number.
- E. Work Reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:
 - i. Location of the worksite,
 - ii. Date and time of arrival at worksite,
 - iii. Time spent for repair,
 - iv. Date and time work at location is completed,
 - v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
 - vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed.
 - vii. See Attachment D- Sample Invoice
 - viii. See Attachment E- Sample Work Order

5. CITY RESPONSIBILITIES: The City will-

- A. Confirm scheduling of work to be done.
- B. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall make arrangements for off-site parking and transportation to/from the work site.

- C. Provide access to location where service is required.
- D. Ensure area of work is free of safety hazards.
- E. Inspect work performed to ensure compliance with the scope of work.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 21-007 Overhead Door Maintenance and Repair Services in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/businesses/solicitations>
 - A. 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 5 – Schedule of Events.
 - B. 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.
 - C. 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>.
 - D. 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.
 - E. 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.

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 21-007

RESPONDENT'S NAME: Manny Maestes **DATE:** 06/16/2021

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1.

Company's Name	<u>City of Frisco</u>
Name of Contact	<u>Chris Liles</u>
Title of Contact	<u>Facilities Maintenance Supervisor</u>
E-Mail Address	<u>cliles@friscotexas.com</u>
Present Address	<u>6101 Frisco Square Boulevard</u>
City, State, Zip Code	<u>Frisco, TX 75034</u>
Telephone Number	<u>(972) 292-5012</u> Fax Number: ()

2.

Company's Name	<u>City of Coppell</u>
Name of Contact	<u>Andrew Moore</u>
Title of Contact	<u>Facilities Manager</u>
E-Mail Address	<u>amoore@coppelltx.gov</u>
Present Address	<u>255 E. Parkway Blvd.</u>
City, State, Zip Code	<u>Coppell, TX 75019</u>
Telephone Number	<u>(972) 462-5153</u> Fax Number: ()

3.

Company's Name	<u>City of University Park</u>
Name of Contact	<u>Jon Majors</u>
Title of Contact	<u>Facilities Maintenance Manager</u>
E-Mail Address	<u>jmajors@uptexas.org</u>
Present Address	<u>3800 University Blvd.</u>
City, State, Zip Code	<u>University Park, TX 75205</u>
Telephone Number	<u>(214) 987-5447</u> Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Attachment C List of Locations and Equipment

LOCATION	Address	SIZE	BRAND	QTY	TYPE	FULL/ROLL UP
Clay Madsen Recreation Center	1600 Gattis School Road	9' x 9'	CORNELL	1	MANUAL	ROLL UP
Fire Central	203 Commerce Blvd	15' x 15'	LIFTMASTER/POWERMASTER x2	8	MANUAL/AUTO x6	FULL
Fire Logistics	3300 Gattis School Road	15' x 15'	LIFT MASTER	3	AUTOMATIC	FULL
Fire Station 2	200 West Bagdad Avenue	15' x 15'	LIFT MASTER	5	AUTOMATIC	FULL
Fire Station 3	221 Sundance Parkway	15' x 15'	LIFT MASTER	6	AUTOMATIC	FULL
Fire Station 3	221 Sundance Parkway	8' x 8'	LIFT MASTER	1	MANUAL	FULL
Fire Station 4	1301 Double Creek Rd	15' x 15'	LIFT MASTER	6	AUTOMATIC	FULL
Fire Station 4	1301 Double Creek Rd	8' x 8'	LIFT MASTER	1	MANUAL	FULL
Fire Station 5	350 Deep Wood Drive	15' x 15'	LIFT MASTER	6	AUTOMATIC	FULL
Fire Station 6	2919 Joe Dimaggio Blvd	15' x 15'	LIFT MASTER	8	AUTOMATIC	FULL
Fire Station 7	4025 North Mays Street	15' x 15'	LIFT MASTER	4	AUTOMATIC	FULL
Fire Station 8	1612 Red Bud Lane	15 x 15'	LIFT MASTER	6	AUTOMATIC	FULL
Fire Station 8	1612 Red Bud Lane	8' x 8'	LIFT MASTER	1	MANUAL	FULL
Fire Station 9	2721 Sam Bass Road	15' x 15'	MICANAN	3	AUTOMATIC	FULL
General Services Warehouse	2015 Lamar Drive	13' x 19'	OVERHEAD DOOR COMPANY	1	MANUAL	FULL
General Services Warehouse	2015 Lamar Drive	13' x 13'	OVERHEAD/LIFTMASTER	2	MANUAL/AUTO x1	FULL
General Services Warehouse	2015 Lamar Drive	13' x 17'	OVERHEAD DOOR COMPANY	1	MANUAL	FULL
Luther Peterson Building 2	3400 Sunrise Rd	15' x 12'	CORNELL COOKSON	5	AUTOMATIC	ROLL UP
Luther Peterson Warehouse	3400 Sunrise Rd	12' x 10'	CORNELL COOKSON	7	AUTOMATIC	ROLL UP
Parks and Recreation Dept. Yard	300 South Burnet	15' x 15'	CORNELL	9	MANUAL	ROLL UP
Police Department	2701 North Mays Street	11' x 10'	RYTEC	2	AUTOMATIC	FULL
Police Department	2701 North Mays Street	11' x 12'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Police Department	2701 North Mays Street	7' x 11'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Public Safety Training Center	2801 North Mays Street	11' x 11'	OVERHEAD DOOR COMPANY	5	MANUAL	ROLL UP
Public Safety Training Center	2801 North Mays Street	13' x 13'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Public Safety Training Center	2801 North Mays Street	7' x 8'	OVERHEAD DOOR COMPANY	3	MANUAL	ROLL UP
Public Safety Training Center	2801 North Mays Street	15' x 15'	OVERHEAD DOOR COMPANY	4	AUTOMATIC	FULL
Public Safety Training Center	2801 North Mays Street	11' x 15'	OVERHEAD DOOR COMPANY	2	MANUAL	FULL
Sports Center	2400 Chisholm Trail	11' x 11'	OVERHEAD DOOR COMPANY	3	MANUAL/AUTO x1	ROLL UP
Sports Center	2400 Chisholm Trail	17' x 25'	OVERHEAD DOOR COMPANY	1	AUTOMATIC	FULL
Sports Center	2400 Chisholm Trail	11' x 15'	OVERHEAD DOOR COMPANY	1	AUTOMATIC	ROLL UP
Transportation Signs and Signals	910 Luther Peterson Place	9' x 9'	OVERHEAD DOOR COMPANY	2	MANUAL	ROLL UP
Transportation Signs and Signals	910 Luther Peterson Place	17' x 15'	OVERHEAD DOOR COMPANY	1	AUTOMATIC	ROLL UP
Transportation Signs and Signals	910 Luther Peterson Place	15' x 13'	OVERHEAD DOOR COMPANY	2	MANUAL	ROLL UP
Transportation Signs and Signals	910 Luther Peterson Place	13' x 13'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Transportation Signs and Signals	910 Luther Peterson Place	13 x 11'	OVERHEAD DOOR COMPANY	3	MANUAL	ROLL UP
Vehicle Maintenance	901 Luther Peterson Place	15' x 12'	OVERHEAD DOOR COMPANY	7	MANUAL	ROLL UP
Vehicle Maintenance	901 Luther Peterson Place	15' x 14'	OVERHEAD DOOR COMPANY	4	MANUAL	ROLL UP
Vehicle Maintenance	901 Luther Peterson Place	17' x 15'	OVERHEAD DOOR COMPANY	6	MANUAL	ROLL UP
Vehicle Maintenance	901 Luther Peterson Place	11' x 11'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Vehicle Maintenance	901 Luther Peterson Place	13' x 13'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Vehicle Maintenance	901 Luther Peterson Place	11' x 13'	OVERHEAD DOOR COMPANY	1	MANUAL	ROLL UP
Water Treatment Plant	5200 North IH 35	11' x 11'	N/A	2	MANUAL	ROLL UP
Water Treatment Plant	5200 North IH 35	13' x 13'	OVERHEAD DOOR COMPANY	3	MANUAL/AUTO x1	ROLL UP
Water Treatment Plant	5200 North IH 35	11' x 13'	N/A	2	MANUAL	ROLL UP
Water Treatment Plant	5200 North IH 35	12' x 13'	N/A	1	MANUAL	ROLL UP

Attachment D Work Order (sample)

Company Name

WORK ORDER #: XXXX

DATE: 00/00/0000

Your Company
Company Address
City, State Zip Code
Phone:
Email address:

To:
City of Round Rock
ATTN: Brandon Pritchett
Water Treatment Plant
3099 E. Palm Valley Rd
Round Rock Texas 78664

For:
LOCATION:
EQUIPMENT:
P.O. Number: City's PO Number

WORK ORDER (SAMPLE)				
Date and Time of arrival on site:		8/16/2019 arrived on site at 8:20AM		
Date and Time work completed:		8/16/2019 completed on site visit at 11:20am		
Description of Services Provided:				
ALL NECESSARY PARTS & MATERIALS TO REMOVE, EXAMINE, AND REBUILD FLOWERVE 12-EML EXISTING PUMP BOWL AT LAKE CREEK STATION. DETERMINED SHAFT COUPLINGS DAMAGED. REPLACED SHAFT COUPLINGS AND INSTALLED NEW RUBBER INSERTS. CLEANED AND REBUILD FLOWERVE 12- PUMP BOWL. CLEAN & BUFF EXISTING BOWL, PUMP HEAD, RE-ASSEMBLE COMPLETE CAN PUMP, EPOXY PAINT OD OF THE PUMP BOWL, COLUMN, PUMP HEAD,				
SUMMARY OF COST	UNIT OF MEASURE	QTY	UNIT COST	EXTENDED AMOUNT
REPAIR REGULAR HOURS	Hour(s)	2	\$00.00	\$00.00
RUBBER INSERTS	Each	3	\$00.00	\$00.00
SS HARDWARE SUCH AS PUMP BOWL BOLTS & FLANGE COLUMN BOLTS	Each	2	\$00.00	\$00.00
TOTAL				\$00.00

Thank you for your business!

Attachment E Invoice (sample)

Company Name

INVOICE

INVOICE #: XXXX

DATE: 00/00/0000

Your Company
Company Address
City, State Zip Code
Phone:
Email address:

TO:

City of Round Rock
ATTN: Brandon Pritchett
Water Treatment Plant
3099 E. Palm Valley Rd
Round Rock Texas 78664

FOR:

Description of Services Provided
P.O. Number: City's PO Number

DESCRIPTION	UNIT OF MEASURE	QTY	UNIT COST	EXTENDED AMOUNT
Lake Creek 3 Pump Repair				
Line Shaft 1"x 10.97"	Each	3	\$00.00	\$00.00
Stuffing box Bearing	Each	2	\$00.00	\$00.00
Spider Bushing	Each	4	\$00.00	\$00.00
Tail Bearing	Each	1	\$0.00	\$0.00
Labor (repair)	Hour	12	\$0.00	\$0.00
Description of Services Provided				
Called for Repair on Pump at Lake Creek 3. Pulled motor and brought to shop. Bearing damaged and needed to be replaced. Replaced damaged bearing and additional components that were showing signs of wear.				
TOTAL				\$0.00

Thank you for your business!

Attachment A- Bid Sheet
Overhead Doors Maintenance and Repair
IFB # 21-007

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 21-007 Overhead Door Maintenance and Repair Services. The Respondent acknowledges that they have 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 will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
Section I: Labor					
1	Labor Rate- Repair	240	Hour	\$95.00	\$ 22,800.00
2	Labor Rate Repair- After Hours Rate	35	Hour	\$145.00	\$ 5,075.00
3	Emergency Repair- Regular Hourly Rate	25	Hour	\$170.00	\$ 4,250.00
4	Emergency Repair - After Hours Rate	25	Hour	\$270.00	\$ 6,750.00
Total					\$ 38,875.00

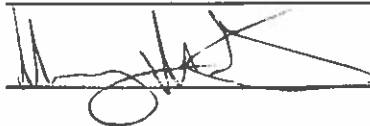
Section II: Materials

5	(Information Only): Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	25%
---	--	-------------------	-----

COMPANY NAME:

D.H. Pace Company Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Manny Maestas

PHONE NUMBER:

2147658355

EMAIL ADDRESS:

manny.maestas@dhpac.com

BID TABULATION				VENDOR #1		VENDOR #2	
IFB NO: 21-007				D.H Pace Company, Inc		R&S Overhead Doors of Austin	
DESCRIPTION: Overhead Door and Maintenance Repair Services							
BID OPENING DATE & TIME: 6/17/2021							
Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	Labor Rate- Repair	240	Hour	\$95.00	\$22,800.00	\$225.00	\$54,000.00
2	Labor Rate Repair- After Hours Rate	35	Hour	\$145.00	\$5,075.00	\$296.00	\$10,360.00
3	Emergency Repair- Regular Hourly Rate	25	Hour	\$170.00	\$4,250.00	\$296.00	\$7,400.00
4	Emergency Repair - After Hours Rate	25	Hour	\$270.00	\$6,750.00	\$296.00	\$7,400.00
Total:				\$38,875.00		Total:	\$79,160.00

Recommended for Award:

D.H Pace Company, Inc.

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.

D.H. Pace Company, Inc
Coppell, TX United States

Certificate Number:
2021-828732

Date Filed:
12/02/2021

Date Acknowledged:

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

City of Round Rock

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

000000 Overhead Door Repair
overhead door maintenance and repair 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.



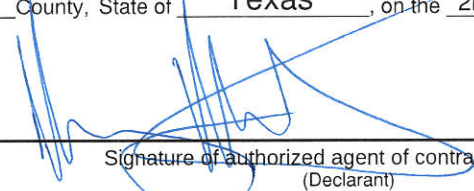
6 UNSWORN DECLARATION

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

My address is 825 W Sandy Lake Rd, Coppell, TX, 75019, US.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 2nd day of 12, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

D.H. Pace Company, Inc
Coppell, TX United States

Certificate Number:
2021-828732

Date Filed:
12/02/2021

Date Acknowledged:
01/06/2022

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

City of Round Rock

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

000000 Overhead Door Repair
overhead door maintenance and repair 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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Gulf Coast Paper for the purchase of custodial supplies.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$115,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services

Text of Legislative File 2022-017

With this agreement will establish a contract with Gulf Coast Paper Company for the custodial supplies and equipment needed to support City Operations.

This contract was established throughout a competitively solicited cooperative process. Contract expires 9/30/2024.

The Fire Department uses this contract to procure their supplies and General Services uses this contract as a backup.

Cost: \$115,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2022-017

WHEREAS, the City of Round Rock (“City”) desires to purchase custodial supplies and equipment, and related goods and services; and

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

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

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

WHEREAS, Gulf Coast Paper Company is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Gulf Coast Paper Company through Buy Board Cooperative Contract No. 649-21, 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 Custodial Supplies and Equipment with Gulf Coast Paper Company, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
CUSTODIAL SUPPLIES AND EQUIPMENT
WITH
GULF COAST PAPER COMPANY**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of custodial supplies and equipment, 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 , 2021 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 GULF COAST PAPER COMPANY, whose offices are located at 1101 South Padre Island Drive, Corpus Christi, Texas 78416 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, custodial supplies and equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #649-21; and

WHEREAS, City desires to purchase said 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 follow:

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 discounts off price list (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, 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 September 30, 2024.

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 ITEMS

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

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

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, 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 COSTS

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

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, 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:

Pam Keltgen
Custodian Supervisor
202 Commerce Boulevard
Round Rock, Texas 78664
(512) 341-3353
pkeltgen@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Gulf Coast Paper Company
1101 South Padre Island Drive
Corpus Christi, Texas 78416

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.

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

City of Round Rock, Texas

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

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Gulf Coast Paper Company

By: Julie Aguilar
Printed Name: Julie Aguilar
Title: Branch manager
Date Signed: 11/09/2021

Exhibit "A"

1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Paper Products and Dispensers** (Roll towels, multi-fold towels, tissue, similar related products).

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

2

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

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Cleaning Supplies**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

4

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Chemical Dispensing Systems**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Floor Maintenance and Custodial Equipment**.

Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

6

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Soap and Skincare Products**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

7

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Trash Receptacles**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

8

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Can Liners**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

9

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Disposable Food Service and Breakroom Supplies**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

10

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Safety Products**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

1
1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Floor Mats.

Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

1
2

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Repair Parts for Floor Maintenance and Custodial Equipment. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

1
3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Other Custodial Products**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

1
4

Section II: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

1
5

Section III: Evaluation Items - Specified Brand: Ajax; Full Description and Unit of Measure: Oxygen Bleach Cleansing Powder, abrasive type scouring cleaner, 30/21 oz. cans per case, CASE PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

Exhibit "A"

1
6

Section III: Evaluation Items - Specified Brand: Johnson Wax; **Full Description and Unit of Measure:** Furniture Polish, lemon scented, 12 - 15 oz. Containers per case, CASE PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

2. Attribute deleted as part of an Addendum

1
7

Section III: Evaluation Items - Specified Brand: Rubbermaid; **Full Description and Unit of Measure:** Plastic Broom, 1 dozen per carton, UNIT PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

Exhibit "A"

1
8

Section III: Evaluation Items - Specified Brand: Rubbermaid; **Full Description and Unit of Measure:** Dust Pan, lobby-type, strong aluminum long handle that swings freely or snap-locks into upright position, UNIT PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

1
9

Section III: Evaluation Items - Specified Brand: Wilen; **Full Description and Unit of Measure:** Wet Mop Head, medium, 20 oz., 4 ply, rayon and synthetic blend yarn, quick dry to resist mildew and bacteria growth, pre-shrunk looped end with tailband, 5" wide head band, blue color yarn, and headband labeled, DOZEN PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

Exhibit "A"

2
0

Section III: Evaluation Items - Specified Brand: Rubbermaid; Full Description and Unit of Measure: Mop Bucket, heavy duty, 26-quart, plastic yellow mop bucket on 3" casters, UNIT PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

2
1

Section III: Evaluation Items - Specified Brand: Rubbermaid; Full Description and Unit of Measure: Mop Wringer, plastic, down-press, to fit 16-24 oz. mops, UNIT PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

Exhibit "A"

2
2

Section III: Evaluation Items - Specified Brand: Continental; **Full Description and Unit of Measure:** Wet Floor Sign, yellow, lettered multilingual, UNIT PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

6112

2
3

Section III: Evaluation Items - Specified Brand: Spartan; **Full Description and Unit of Measure:** Porcelain Bowl Cleaner, non-acid, 12 - 32 oz. containers per case, CASE PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

SPARCLING

Exhibit "A"

2
4

Section III: Evaluation Items - Specified Brand: Johnson Wax; **Full Description and Unit of Measure:** Glass Cleaner, 4 - 1-gallon containers per case, CASE PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

GLASSCLN1

2
5

Section III: Evaluation Items - Specified Brand: ABC; **Full Description and Unit of Measure:** Gum Remover, aerosol, 12 oz., 12/case, CASE PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

SGUM

Response Total: \$631.48

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.

Gulf Coast Paper
Hutto, TX United States

Certificate Number:
2022-837704

Date Filed:
01/07/2022

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.

649-21
custodial supplies and equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Imperial Dade	Jersey City, NJ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julio Aguilera Jr, and my date of birth is [REDACTED]

My address is 2752 ENZA CT (street), Round Rock, TX (city), 78665 (zip code), USA (country)

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

Executed in Williamson County, State of Texas, on the 7th day of Jan, 20 22
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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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.

649-21
custodial supplies and equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Imperial Dade	Jersey City, NJ United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Matera Paper Company for the purchase of custodial supplies.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$560,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services

Text of Legislative File 2022-018

General Services Department will establish a contract with Matera Paper Company for the custodial supplies and equipment needed to support City operations.

This contract was established through a competitively solicited cooperative process.

Contract will expire 9/30/2024

Matera Paper Company has been with the City for over ten years and has helped the City navigate shortages as well as Covid

Cost: \$560,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2022-018

WHEREAS, the City of Round Rock (“City”) desires to purchase custodial supplies and equipment, and related goods and services; and

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

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

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

WHEREAS, Matera Paper Company is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Matera Paper Company through Buy Board Cooperative Contract No. 649-21, 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 Custodial Supplies and Equipment with Matera Paper Company, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
CUSTODIAL SUPPLIES AND EQUIPMENT
WITH
MATERA PAPER COMPANY**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of custodial supplies and equipment, 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 _____, 2021 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 MATERA PAPER COMPANY, whose offices are located at 13500 Immanuel Road, Pflugerville, Texas 78660 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, custodial supplies and equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #649-21; and

WHEREAS, City desires to purchase said 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 follow:

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 discounts off price list (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, 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 September 30, 2024.

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 ITEMS

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

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

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, 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 COSTS

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

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Five Hundred Sixty Thousand and No/100 Dollars (\$560,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, 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:

Pam Keltgen
Custodian Supervisor
202 Commerce Boulevard
Round Rock, Texas 78664
(512) 341-3353
pkeltgen@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Matera Paper Company
13500 Immanuel Road
Pflugerville, Texas 78660

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.

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

City of Round Rock, Texas

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

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Matera Paper Company

By: **Brad Merriman** Digitally signed by Brad Merriman
Date: 2021.11.11 15:34:17 -06'00'
Printed Name: **Brad Merriman**
Title: **Area Manager-North Texas**
Date Signed: **November 11, 2021**

Exhibit "A"

1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Paper Products and Dispensers** (Roll towels, multi-fold towels, tissue, similar related products).

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

2

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

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Cleaning Supplies**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

4

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Chemical Dispensing Systems**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Floor Maintenance and Custodial Equipment.

Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

6

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Soap and Skincare Products. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

7

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Trash Receptacles**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

8

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Can Liners**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

9

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Disposable Food Service and Breakroom Supplies**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

10

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Safety Products**. Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total:

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

Exhibit "A"

1 1	<p>Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Floor Mats. Catalog/Pricelist MUST be submitted or proposal will not be considered.</p> <p>Total: <input type="text" value="15%"/></p> <p>Item Notes:</p> <p>Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Vendor's must list one specific percentage discount for each Manufacturer listed.• Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate". <p>Item Attributes</p> <p>1. State Name of Catalog/Pricelist</p> <p><input type="text" value="BUYBOARD CATALOG 2021"/></p>
1 2	<p>Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Repair Parts for Floor Maintenance and Custodial Equipment. Catalog/Pricelist MUST be submitted or proposal will not be considered.</p> <p>Total: <input type="text" value="15%"/></p> <p>Item Notes:</p> <p>Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Vendor's must list one specific percentage discount for each Manufacturer listed.• Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate". <p>Item Attributes</p> <p>1. State Name of Catalog/Pricelist</p> <p><input type="text" value="BUYBOARD CATALOG 2021"/></p>

Exhibit "A"

1 3	<p>Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for All Other Custodial Products. Catalog/Pricelist MUST be submitted or proposal will not be considered.</p> <p style="text-align: right;">Total: 15%</p> <p>Item Notes:</p> <p style="margin-left: 40px;">Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> Vendor's must list one specific percentage discount for each Manufacturer listed. Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate". <p>Item Attributes</p> <p>1. State Name of Catalog/Pricelist</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">BUYBOARD CATALOG 2021</div>
1 4	<p>Section II: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: 1 UOM: Hour Price: \$65.00 Total: \$65.00</p>
1 5	<p>Section III: Evaluation Items - Specified Brand: Ajax, Full Description and Unit of Measure: Oxygen Bleach Cleansing Powder, abrasive type scouring cleaner, 30/21 oz. cans per case, CASE PRICE.</p> <p style="text-align: right;">Unit Price: \$29.02 Total: \$29.02</p> <p>Item Notes:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.</p> <p>Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.</p> </div> <p>Item Attributes</p> <p>1. Specified Brand</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">AJAX</div>

Exhibit "A"

1
6

Section III: Evaluation Items - Specified Brand: Johnson Wax; Full Description and Unit of Measure: Furniture Polish, lemon scented, 12 - 15 oz. Containers per case, CASE PRICE

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

2. Attribute deleted as part of an Addendum

1
7

Section III: Evaluation Items - Specified Brand: Rubbermaid; Full Description and Unit of Measure: Plastic Broom, 1 dozen per carton, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

Exhibit "A"

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Plastic Broom, 1 dozen per carton, UNIT PRICE.

Unit Price: Total:

Item Attributes

1. Specified Brand

1
8

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Dust Pan, lobby-type, strong aluminum long handle that swings freely or snap-locks into upright position, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Dust Pan, lobby-type, strong aluminum long handle that swings freely or snap-locks into upright position, UNIT PRICE.

Unit Price: Total:

Item Attributes

1. Specified Brand

Exhibit "A"

1
9

Section III: Evaluation Items - Specified Brand: Wilen; Full Description and Unit of Measure: Wet Mop Head, medium, 20 oz., 4 ply, rayon and synthetic blend yarn, quick dry to resist mildew and bacteria growth, pre-shrunk looped end with tailband, 5" wide head band, blue color yarn, and headband labeled, DOZEN PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Wilen; Full Description and Unit of Measure: Wet Mop Head, medium, 20 oz., 4 ply, rayon and synthetic blend yarn, quick dry to resist mildew and bacteria growth, pre-shrunk looped end with tailband, 5" wide head band, blue color yarn, and headband labeled, DOZEN PRICE.

Unit Price: Total:

Item Attributes

1. Specified Brand

ABCO PRODUCTS CLM303SWG

Exhibit "A"

20

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Mop Bucket, heavy duty, 26-quart, plastic yellow mop bucket on 3" casters, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Mop Bucket, heavy duty, 26-quart, plastic yellow mop bucket on 3" casters, UNIT PRICE.

Unit Price: \$40.51 Total: \$40.51

Item Attributes

1. Specified Brand

CARLISLE 3690804

Exhibit "A"

2
1

Section III: Evaluation Items - Specified Brand: Rubbermaid; Full Description and Unit of Measure: Mop Wringer, plastic, down-press, to fit 16-24 oz. mops, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid; Full Description and Unit of Measure: Mop Wringer, plastic, down-press, to fit 16-24 oz. mops, UNIT PRICE.

Unit Price: Total:

Item Attributes

1. Specified Brand

CARLISLE 36908W04

Exhibit "A"

2
2

Section III: Evaluation Items - Specified Brand: Continental; **Full Description and Unit of Measure:** Wet Floor Sign, yellow, lettered multilingual, UNIT PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

2
3

Section III: Evaluation Items - Specified Brand: Spartan; **Full Description and Unit of Measure:** Porcelain Bowl Cleaner, non-acid, 12 - 32 oz. containers per case, CASE PRICE.

Unit Price: Total:

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

Exhibit "A"

2
4

Section III: Evaluation Items - Specified Brand: Johnson Wax; Full Description and Unit of Measure: Glass Cleaner, 4 - 1-gallon containers per case, CASE PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Johnson Wax; Full Description and Unit of Measure: Glass Cleaner, 4 - 1-gallon containers per case, CASE PRICE.

Unit Price: Total:

Item Attributes

1. Specified Brand

SPARTAN 3262-4

Exhibit "A"

2
5

Section III: Evaluation Items - Specified Brand: ABC; Full Description and Unit of Measure: Gum Remover, aerosol, 12 oz., 12/case, CASE PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: ABC; Full Description and Unit of Measure: Gum Remover, aerosol, 12 oz., 12/case, CASE PRICE.

Unit Price: Total:

Item Attributes

1. Specified Brand

CHASE CL813

Response Total: \$413.00

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.

Matera Paper Company dba Ferguson Facilities Supply
San Antonio, TX United States

Certificate Number:
2022-837763

Date Filed:
01/07/2022

Date Acknowledged:

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

City of Round Rock

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

Renewal
Custodial Supplies and Equipment

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

5 Check only if there is NO Interested Party.



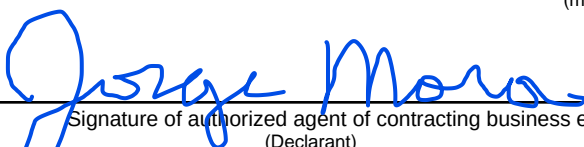
6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.

Matera Paper Company dba Ferguson Facilities Supply
San Antonio, TX United States

Certificate Number:
2022-837763

Date Filed:
01/07/2022

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

City of Round Rock

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Renewal
Custodial Supplies and Equipment

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for radios for the Critical Response Unit.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Shane Glaiser, Interim Fire Chief

Cost: \$86,376.80

Indexes: General Fund

Attachments: Resolution, Form 1295

Department: Fire Department

Text of Legislative File 2022-002

This is a purchase of radios for the Fire Department from Motorola using HGAC pricing. The radios will be used by Community Risk Reduction and the Crisis Response Unit.

Cost: \$86,376.80

Source of Funds: General Fund

RESOLUTION NO. R-2022-002

WHEREAS, the City of Round Rock (“City”) desires to purchase radios for the Critical Response Unit; 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 Solutions, Inc. is an approved vendor of HGAC pursuant to Contract #RA05-21 for radio equipment; and

WHEREAS, the City wishes to issue a purchase order to Motorola Solutions, Inc. for radios for the Critical Response Unit, 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 Solutions, Inc. for the purchase of radios for the Critical Response Unit.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

Billing Address:
ROUND ROCK, CITY OF
3300 GATTIS SCHOOL RD
ROUND ROCK FIRE
DEPARTMENT
ROUND ROCK, TX 78664
US

Shipping Address:
ROUND ROCK FIRE DEPT
3300 GATTIS SCHOOL RD
ROUND ROCK, TX 78664
US

Quote Date:09/30/2021
Expiration Date:12/29/2021
Quote Created By:
John Wells
Senior Account Manager
John.Wells@
motorolasolutions.com
(210) 391-4931

End Customer:
ROUND ROCK, CITY OF
Joe Johnson
joewjohnson@roundrocktexas.gov

Contract: 17724 -
HGAC (TX) RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	12	\$2,957.00	\$2,158.61	\$25,903.32
1a	GA09008AA	ADD: GROUP SERVICES	12	\$150.00	\$109.50	\$1,314.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	12	\$5.00	\$3.65	\$43.80
1c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	12	\$352.00	\$352.00	\$4,224.00
1d	G831AD	ADD: SPKR 15W WATER RESISTANT	12	\$60.00	\$43.80	\$525.60
1e	G996AS	ENH: OVER THE AIR PROVISIONING	12	\$100.00	\$73.00	\$876.00
1f	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	12	\$0.00	\$0.00	\$0.00
1g	GA00580AA	ADD: TDMA OPERATION	12	\$450.00	\$328.50	\$3,942.00
1h	G53AL	ADD: FPP & CLONE APX	12	\$150.00	\$109.50	\$1,314.00
1i	W20CA	ADD: KEYPAD MIC GCAI APX	12	\$180.00	\$131.40	\$1,576.80
1j	G51AU	ENH: SMARTZONE OPERATION APX6500	12	\$1,200.00	\$876.00	\$10,512.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G67DT	ADD: REMOTE MOUNT E5 APXM	12	\$297.00	\$216.81	\$2,601.72
1l	GA09000AA	ADD: DIGITAL TONE SIGNALING	12	\$150.00	\$109.50	\$1,314.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	12	\$0.00	\$0.00	\$0.00
1n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	12	\$515.00	\$375.95	\$4,511.40
1o	GA01767AG	ADD: RADIO AUTHENTICATION	12	\$100.00	\$73.00	\$876.00
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	12	\$652.00	\$475.96	\$5,711.52
1q	W969BG	ADD: MULTIKEY OPERATION	12	\$330.00	\$240.90	\$2,890.80
1r	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	12	\$0.00	\$0.00	\$0.00
1s	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	12	\$43.00	\$31.39	\$376.68
1t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	12	\$300.00	\$219.00	\$2,628.00
	APX™ 6000 Series	APX6000 XE				
2	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	2	\$3,731.00	\$2,723.63	\$5,447.26
2a	H869BZ	ENH: MULTIKEY	2	\$330.00	\$240.90	\$481.80
2b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$5.00	\$3.65	\$7.30
2c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	2	\$100.00	\$73.00	\$146.00
2d	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	2	\$100.00	\$73.00	\$146.00
2e	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	2	\$150.00	\$109.50	\$219.00
2f	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0.00	\$0.00	\$0.00
2g	Q361AR	ADD: P25 9600 BAUD TRUNKING	2	\$300.00	\$219.00	\$438.00



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2h	QA02006AA	ENH: APX6000XE RUGGED RADIO	2	\$800.00	\$584.00	\$1,168.00
2i	QA00580AC	ADD: TDMA OPERATION	2	\$450.00	\$328.50	\$657.00
2j	Q53AH	ADD: FRONT PANEL PROGRAMMING & CLONING	2	\$150.00	\$109.50	\$219.00
2k	Q887AU	ADD: 5Y ESSENTIAL SERVICE	2	\$227.00	\$227.00	\$454.00
2l	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	2	\$150.00	\$109.50	\$219.00
2m	QA09008AA	ADD: GROUP SERVICES	2	\$150.00	\$109.50	\$219.00
2n	QA09000AA	ADD: DIGITAL TONE SIGNALING	2	\$150.00	\$109.50	\$219.00
2o	QA01843AA	ADD: MANDOWN OPERATION	2	\$150.00	\$109.50	\$219.00
2p	H38BT	ADD: SMARTZONE OPERATION	2	\$1,200.00	\$876.00	\$1,752.00
2q	QA01427AB	ALT: IMPACT GREEN HOUSING	2	\$25.00	\$18.25	\$36.50
2r	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	2	\$515.00	\$375.95	\$751.90
3	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	26	\$169.00	\$126.75	\$3,295.50
4	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	10	\$157.00	\$117.75	\$1,177.50
5	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	10	\$300.00	\$225.00	\$2,250.00
6	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	2	\$550.00	\$412.50	\$825.00
7	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	2	\$1,315.00	\$986.25	\$1,972.50
8	PMNN4461A	BATT STD LIION 1800T	10	\$65.00	\$48.75	\$487.50



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
9	Incentive	GATRRS Multikey Credit (14 x \$240.90) Expiration Date: 12/31/2021	1	-\$3,372.60	-\$3,372.60	-\$3,372.60
10	Incentive	PROMO For Quantity (14x\$300) Expiration Date: 12/31/2021	1	-\$4,200.00	-\$4,200.00	-\$4,200.00

Grand Total **\$86,376.80(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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.

Motorola Solutions
Chicago, IL United States

Certificate Number:
2021-827979

Date Filed:

11/30/2021

Date Acknowledged:

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

CITY OF ROUND ROCK

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

1566307
Critical Response Unit (CRU) Radios

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 _____ JOHN L. WELLS _____, and my date of birth is _____.

My address is _____ 2120 W BRAKER LN _____ SUITE P _____, _____ 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 _____ TX _____, on the _____ 30 _____ day of _____ NOV _____, 20 _____ 21 _____.
(month) (year)

John L. Wells

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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Motorola Solutions
Chicago, TX United States

Certificate Number:
2021-827979

Date Filed:
11/30/2021

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:
12/02/2021

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.

1566307
Critical Response Unit (CRU) Radios

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with We Build Fun, Inc. for the purchase and installation of play equipment at Kinningham Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$141,263.27

Indexes: Parks Improvement & Acquisition Fund

Attachments: Resolution, Exhibit A, Pictures, Map, Form 1295

Department: Parks & Recreation

Text of Legislative File 2022-004

This item will authorize the City Manager to execute an Agreement with We Build Fun, Inc. for the purchase of new playground equipment for Kinningham Park. This Agreement includes the demolition of the old playground, as well as the purchase and installation of the new playground equipment and safety surfacing. The existing playground at Kinningham Park was installed in 2003 and has outlived its useful life. This project will be installed at the same time as the new Kinningham Building construction, so that when the new building is opened, the park amenities are at the same level of quality as the building.

Cost: \$141,263.27

Source of Funds: Parks Improvement & Acquisition Fund

RESOLUTION NO. R-2022-004

WHEREAS, the City of Round Rock (“City”) desires to purchase certain deliverables, installation and demolition services for play equipment at Kinningham Park, and related goods and services; and

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

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

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

WHEREAS, We Build Fun, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from We Build Fun, Inc. through Buy Board Cooperative Contract No. 592-19, 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 of Play Equipment at Kinningham Park with We Build Fun, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE AND INSTALLATION OF PLAY EQUIPMENT
AT KINNINGHAM PARK
WITH
WE BUILD FUN, 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 and installation of play equipment and the demolition and removal of existing equipment at Kinningham Park, 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 _____, 2021 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 We Build Fun, Inc., whose offices are located at 103 West McDermott Drive, #300, Allen, TX 75013 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, installation and demolition services for play equipment at Kinningham Park 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; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board Contract No. 592-19 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 goods and services and Vendor is obligated to sell same. The Agreement includes Vendor's Proposal dated October 18, 2021 (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 AND 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 demolition of the existing play equipment and the purchase and installation of all play equipment 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 of this Agreement.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and 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 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 Forty-One Thousand Two Hundred Sixty-Three and 27/100 Dollars (\$141,263.27)** 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 affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which

City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

Katie Baker
Park Development Manager
City of Round Rock
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. 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 and services unless the contract contains

written verification from the company that it: (1) does not boycott Israel; and (2) and will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

E. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Consultant verifies consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

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:

We Build Fun, Inc.
103 West McDermott Drive, #300
Allen, TX 75013

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 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: _____

We Build Fun, Inc.

By:  _____
Printed Name: Josh Bailey
Title: Sub Consultant
Date Signed: 11-8-2021

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"
Vendor's Proposal



PO BOX 29
Allen, TX 75013
Phone: 972-727-0653
Fax: 972-396-4994

Customer Information:

Katie Baker
Round Rock Parks & Rec.
301 W. Bagdad Ave #250
Round Rock, TX 78664

Date: 10/18/2021

Est. Delivery: Consultant:
16-20 + weeks Josh Bailey

Buy Board Contract # 592-19 / Buy Board Vendor ID -2904

Quotes Good For 30 Days!

ITEM	QTY	DESCRIPTION	EACH	TOTAL
Kinningham Park Option #1				
Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible but due to material and labor cost, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times! All finalized contracts and / or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a new quote when beyond the 30 days. Orders must ship when the factory is ready to ship.				
The supply chain issues that are creating price havoc are also creating extended lead times. For many of our partners we're experiencing lead times beyond 14 weeks. Everyone is working to shorten these as quickly as possible but there are lots of elements involved so it's unfortunately not a quick fix. Again, we appreciate your understanding!				
Demo	1	Existing equipment demo and removal	\$3,500.00	\$3,500.00
Surface Removal	1	Existing ewf surfacing removal and site prep	\$13,125.00	\$13,125.00
61_44481402833	1	Miracle Recreation playground design drawing # 61_44481402833 * Revised to include Miracle Jax, pods and balance beam loop * Includes Miracle Physics New Moon - top of the arch is 9 ft. * Includes Miracle Museum Dynamics Lab * Includes 4 seat arch swing with 2 tot seats and 2 belt seats	\$93,382.00	\$93,382.00
Discount	1	Buy Board discount applied for Miracle		-\$14,007.30
Shipping	1	Freight		\$2,366.00
Install	1	Installation of the equipment quoted above		\$33,435.00
Surfacing	3831	Materials & install - 12 inch compacted depth of engineered wood fiber over geotextile fabric - 3,831 square ft.	\$2.60	\$9,960.60
Discount	1	Buy Board discount applied for ewf		-\$498.03
Sales Tax	8.25%	NA - the City of Round Rock is tax exempt		\$0.00
Total				\$141,263.27

Notes

- * No metal construction fence is included in our quote
- * Price assumes all site work done by "other" unless noted above
- * Price assumes all drainage away from the play area by "other" unless noted above

- * Price assumes border by "other" unless noted above
- * No site restoration is included in this quote

Thank you for the opportunity to provide this quote!
If tax exempt, please provide tax exemption certificate

Josh Bailey

Prepared By:

Approved by:

- * In the event rock is encountered, charges may be assessed.
- * It is the responsibility of the owner to obtain permits (unless specified above).
- * It is the responsibility of the owner to locate all underground utility lines. Webuildfun will assist with this by requesting a line locate from Dig Test, at the owner's request.
- * webuildfun, inc. Will make every reasonable effort to respect all marked utility lines, and will repair damage webuildfun, inc. causes to
- * webuildfun, inc. will not be responsible for damage to unmarked utilities
- * Re-establishment of disturbed grass areas is not included in this quote and if necessary, is to be provided by owner
- * Prices are guaranteed for 30 days from date listed on quote.



Kinningham Park
Round Rock, TX
R0061_44481402833





Kinningham Park
Round Rock, TX
R0061_44481402833





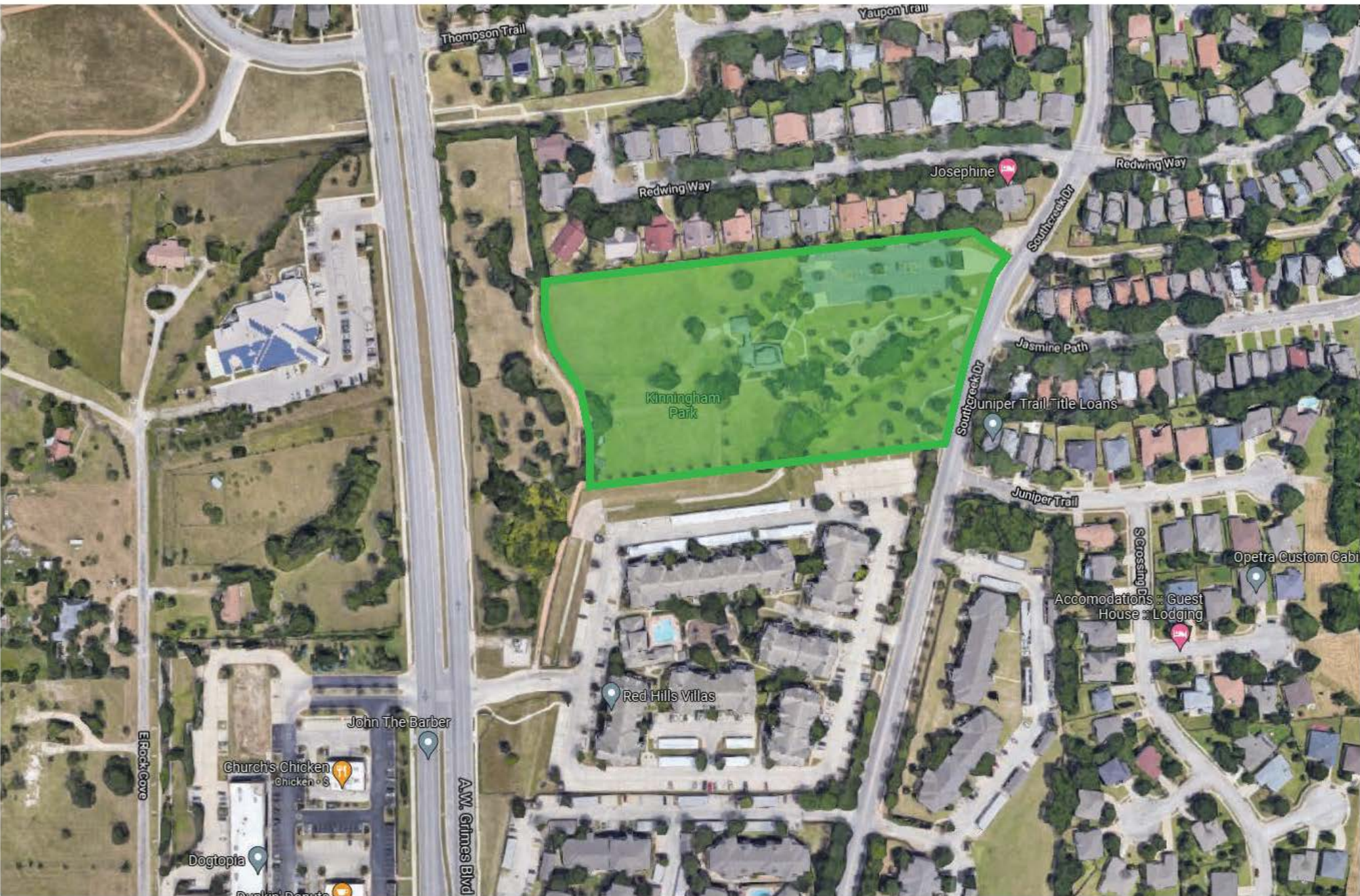
Kinningham Park
Round Rock, TX
R0061_44481402833





Kinningham Park
Round Rock, TX
R0061_44481402833





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.

Webuildfun, Inc
Allen, TX United States

Certificate Number:
2022-837091

Date Filed:
01/05/2022

Date Acknowledged:

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

City of Round Rock

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

Kinningham Park Option #1
Playground / Surfacing & Install

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 Vince Allen, and my date of birth is .

My address is PO Box 29, Allen, TX, 75013, US.
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 05 day of January, 20 22.
(month) (year)



Vince Allen

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Webuildfun, Inc
Allen, TX United States

Certificate Number:
2022-837091

Date Filed:
01/05/2022

Date Acknowledged:
01/06/2022

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.

Kinningham Park Option #1
Playground / Surfacing & Install

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with The PlayWell Group, Inc. for the purchase of play equipment and the demolition and removal of existing equipment at Buck Egger Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$114,731.64

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2022-005

This item will authorize the Mayor to execute an Agreement with The PlayWell Group, Inc. for the replacement of playground equipment for Buck Egger Park.

This Agreement includes new playground equipment and safety surfacing to replace the existing equipment and surfacing that has reached the end of its useful life at Buck Egger Park.

Cost: \$114,731.64

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2022-005

WHEREAS, the City of Round Rock (“City”) desires to purchase certain deliverables and demolition services for play equipment at Buck Egger Park, and related goods and services; and

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

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

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

WHEREAS, The Playwell Group, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from The Playwell Group, Inc. through Buy Board Cooperative Contract No. 592-19, 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 Play Equipment at Buck Egger Park with The Playwell Group, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF PLAY EQUIPMENT
AT BUCK EGGER PARK
WITH
THE PLAYWELL GROUP, 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 play equipment and the demolition and removal of existing equipment at Buck Egger Park, 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 _____, 2022 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 THE PLAYWELL GROUP, INC., whose offices are located at 203A State Highway 46 East, Boerne, TX 78006 (referred to herein as “Vendor”).

RECITALS:

WHEREAS, City desires to purchase certain deliverables and demolition services for play equipment at Buck Egger Park; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program (“Buy Board”) and Vendor is an approved Buy Board vendor; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board Contract No. 592-19 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 goods and services and Vendor is obligated to sell same. The Agreement includes Vendor's Proposal dated January 4, 2022 (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 AND 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 demolition of the existing play equipment and the purchase and installation of all play equipment 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 of this Agreement.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and 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 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 Fourteen Thousand Seven Hundred Thirty-One and 64/100 Dollars (\$114,731.64)** 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 affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor

may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY’S REPRESENTATIVE

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

Rachel Morris
Park Development Specialist
City of Round Rock
301 W. Bagdad Avenue, Suite 250
Round Rock, Texas 78664

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

The PlayWell Group, Inc.
203A State Highway 46 East,
Boerne, TX 78006

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 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: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

The PlayWell Group, Inc.


By: 
Printed Name: Maria Powell
Title: Business Manager
Date Signed: 9/28/21

Exhibit "A"

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 18387 **Purchase Order #:** _____

Signature: _____ **Date:** _____

Exhibit "A"



Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
18387

1/4/2022

BILL TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664

Phone: (512) 341-3355

SHIP TO:

City of Round Rock-Buck Egger
TA Masonry-Theodore Alvarado
900 South Mays Street
Round Rock, TX 78665

Phone: (512) 633-5431

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION	
	NET 30	CES	WILLIAMSON		2/3/2022	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL	
BUY #592-19	OPTION 3 BUYBOARD CONTRACT #592-19 EXPIRES 09/30/2022	1	0.00	0.00	0.00	
R5B4281A	PLAYCRAFT R5 CUSTOM PLAY SYSTEM FOR KIDS AGES 5-12	1	48604.10	44,958.79	44,958.79	
R507EFF3A	R5 CUSTOM PLAY STRUCTURE FOR KIDS AGES 2-5	1	49938.09	46,192.73	46,192.73	
PC-2454	SPINNER SEAT	1	797.61	737.79	737.79	
PC-2120-2B	5" ARCH SWING (2-BELTS)	1	3884.71	3,593.36	3,593.36	
PC-2120-2FB-AB	5" ARCH SWING ADD-A-BAY (2-FULL BUCKET SEATS)	1	2935.01	2,714.88	2,714.88	
PC-2457	LEFT BUCKET SPINNER	1	1008.91	933.24	933.24	
SHIP	SHIPPING & HANDLING	1	9632.71	9,632.71	9,632.71	
FIBER-GWG	GWG ENGINEERED WOOD FIBER	210	18.67	17.74	3,725.40	
SHIP	SHIPPING & HANDLING	1	2242.74	2,242.74	2,242.74	
FIBER DELY-GWG	FIBER DELIVERY FROM GWG WOOD-The area where the wood fiber is to be delivered must be accessible to 45' Trailers /height of 13' 5" for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify GWG Wood as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site, accept deliveries on the same day and additional charge could be added. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge.	1	0.00	0.00	0.00	
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____			SUBTOTAL		\$114,731.64	
			SALES TAX (0.0%)		\$0.00	
			TOTAL		\$114,731.64	

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.

The PlayWell Group, Inc.
Boerne, TX United States

Certificate Number:
2020-698232

Date Filed:
12/11/2020

Date Acknowledged:
12/14/2020

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.

Old Settlers Park
Custom Steel Shelter

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Manville Water Supply Corporation regarding the relocation of water system improvements for the Gattis School Road Segment 6 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Gary Hudder, Transportation Director

Cost: \$156,995.00

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

Attachments: Resolution, Exhibit A, Map

Department: Transportation

Text of Legislative File 2022-008

This agreement with Manville Water Supply Corporation is for the construction and inspection of the Manville water line relocation due to the Gattis School Roadway Seg. 6 Improvements project.

The construction is to start January 12th 2022 and be completed no later than May 16th of 2022 in order to be clear for the Gattis School construction.

The total estimated cost for these services and construction is \$156,995.00.

Cost: \$156,995.00

Source of Funds: *RR Transportation and Economic Development Corporation (Type B)*

RESOLUTION NO. R-2022-008

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 Manville Water Supply Corporation regarding relocation of water system improvements for the Gattis School Segment 6 Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement Regarding Relocation of Water System Improvements for Gattis School Segment 6, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS FOR GATTIS SCHOOL SEGMENT 6

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into by and between Manville Water Supply Corporation ("**Manville**") and the City of Round Rock, Texas, a Texas home rule municipality ("**Round Rock**"). In this Agreement, Manville and Round Rock are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, Round Rock is and has been in the process of constructing improvements to Gattis School Road, Segment 6, the location of which is shown on **Exhibit "A"**, attached hereto (the "**Road Project**"); and

WHEREAS, a portion of the proposed Road Project includes the widening of the right-of-way which encroaches into easements in which the Manville's water system improvements are, or will be located; and

WHEREAS, the Parties have determined that, because of the Road Project, the relocation of Manville water lines are necessary (the "**Relocation Project**"); and

WHEREAS, plans and specifications for the relocation of the Manville water lines affected by the Road Project are attached hereto as **Exhibit "B"** (the "**Plans**"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Manville will construct the Relocation Project at Round Rock's cost.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. GENERAL STATEMENT

1.01 General. The purpose of this Agreement is to provide for the relocation and construction of Manville waterline improvements (the Relocation Project) caused by Round Rock's construction of the improvements to Gattis School Road (the Road Project).

1.02 Round Rock Relocation of Waterlines. Round Rock will, at its own expense, pay all costs of the Relocation Project. The estimated construction costs of the Relocation Project are shown on **Exhibit "C"** (the "**Construction Cost**").

1.03 Round Rock to Obtain Easements Round Rock agrees to acquire at its own expense all necessary easements required by the Manville for the Relocation Project as shown on the Plans. This Agreement specifically allows Round Rock's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the Manville. The form of the easement shall be approved by Manville prior to acquisition.

1.04 Manville Obligations. Manville shall be responsible for the design of the Plans, including specifications. Manville will submit invoices for design costs to Round Rock, and Round Rock shall reimburse the Manville for the Construction Cost. After completion of the Relocation Project, Manville will own and maintain said waterlines at its sole cost and expense.

1.05 Continuation of Service. Round Rock agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the Manville and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF RELOCATION PROJECT

2.01 General. The Parties agree that Manville shall be solely responsible for the construction of the Relocation Project. The Parties agree that Round Rock shall be solely responsible for the Construction Cost of the Relocation Project.

2.02 Payment and Maintenance. Round Rock's payment for the Construction Costs will be due and owing thirty (30) days after the Manville has completed the Relocation Project. After completion, Manville shall own and maintain the facilities included within the Relocation Project.

2.03 Construction Schedule. Manville agrees to start construction of the Relocation Project no later than January 17, 2022 and to complete construction no later than May 16, 2022. Manville agrees and understands that it is imperative that the Relocation Project be completed in accordance with the above schedule.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that either Party believes that the other Party has materially breached any of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 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.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 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 Project shown in the Project Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 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.

4.08 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 fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

MANVILLE:

Manville Water Supply Corporation
P.O. Box 248
Copeland, Texas 78615
Attn: _____
Telephone: (512) - _____

ROUND ROCK:

City of Round Rock
221 E. Main St.
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) - _____

4.09 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.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

MANVILLE WATER SUPPLY CORPORATION

By: Tony Graf, its GM

Date: 11-29-21

CITY OF ROUND ROCK, TEXAS

By: Craig Morgan, Mayor

Date: _____

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248
Coupland, TX 78615

(888) 856-2488 (888) 856-2242 (Toll Free Fax)
(512) 856-2488 (512) 856-2029(fax)

C O S T E S T I M A T E

Today's Date: 6/21/2021 **Prepared by:** Rexanne Pilkenton / Erk Prinz

Customer Name: Red Bud Lane /Gattis School Road 4" water line relocating - Project # 1143-07

CHARGES ARE AS FOLLOWS:

In-house inspections / data collection 8 hours	\$60	<u>\$480.00</u>
In-house plan review, field meetings, virtual meetings, phone conferences 10 hours	\$60	<u>\$600.00</u>
Contractor line locating -4" water line 780'		<u>\$5,139.14</u>
Water Outage / Action Plan / Customer Notifications Field - 12 hrs (2 employees) Office - 2 hrs	\$60	<u>\$840.00</u>
Attorney Agreement Review / Board Review & Approval 2 hrs	\$250	<u>\$500.00</u>
Line Filling /Flushing Loss 43,000 gallons	\$5	<u>\$215.00</u>
Bac-T Samples (1) - 2 Hrs Labor/Material	\$180	<u>\$180.00</u>
Administrative Fee-20 hours x \$25.00 per hr. (Services to included all paperwork processing, phone discussions, billing and etc.)	\$25	<u>\$500.00</u>

Estimated Completion Cost **\$8,454.14**



J.F. FONTAINE & ASSOCIATES, INC.
ESTIMATED COST FOR ENGINEERING SERVICES
FOR
MANVILLE WATER SUPPLY CORPORATION
REDBUD LN/ GATTIS SCHOOL RD

PRELIMINARY PHASE:

Principal P.E. - 20 HRS @ 150.00	= \$	3,000.00
Project Manager - 40 HRS @ 105.00		4,200.00
Surveying (Field Check) - 12 Hrs @ 95.00		1,140.00
Cad Draftsman - 40 HRS @ 65.00		2,600.00
Clerical - 8 HRS @ 40.00		<u>320.00</u>
Total Estimated Cost	\$	11,260.00

DESIGN PHASE:

Principal P.E. - 30 HRS @ 150.00	= \$	4,500.00
Project Manager - 30 HRS @ 105.00		3,150.00
Cad Draftsman - 40 HRS @ 65.00		2,600.00
Clerical - 8 HRS @ 40.00		<u>320.00</u>
Total Estimated Cost	\$	10,570.00

CONSTRUCTION AND CLOSEOUT PHASE:

Principal P.E. - 8 HRS @ 150.00	= \$	1,200.00
Project Manager - 60 HRS @ 105.00		6,300.00
Cad Draftsman - 8 HRS @ 65.00		520.00
Clerical - 12 HRS @ 40.00		<u>480.00</u>
Total Estimated Cost	\$	8,500.00

TOTAL ENGINEERING FEES:

TOTAL PRELIMINARY PHASE	= \$	11,260.00
TOTAL DESIGN PHASE		10,570.00
TOTAL CONSTRUCTION AND CLOSEOUT PHASE		<u>8,500.00</u>
TOTAL ENGINEERING FEES	= \$	30,330.00

J.F. FONTAINE & ASSOCIATES, INC.
ESTIMATED COST FOR RESIDENT INSPECTION SERVICES
FOR
MANVILLE WATER SUPPLY CORPORATION
REDBUD/GATTIS SCHOOL RD
1186-01-091

PRELIMINARY PHASE:

Resident Inspector - 240 HRS @ 45.00	=	\$	10,800.00
Travel, Food & Mileage - 30 DAYS @ 180.00			<u>5,400.00</u>
Total Estimated Cost		\$	16,200.00

TOTAL RESIDENT INSPECTION FEES:

TOTAL RESIDENT INSPECTION FEES	=	\$	16,200.00
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Patrick Kallus Construction LLC
P O Box 947
Granger, TX 76530

PatrickKallus@yahoo.com

(512) 650-5669

RMPL # 16262

CSI # C10002213

Customer:

Manville Water Supply Corporation
P O Box 248
Coupland, TX 78615

1143-07

<u>Date</u>	<u>Qty</u>	<u>Description</u>	<u>Amount</u>
09/10/20		Gattis School Road & Redbud Lane	
		Labor for Locating Lines	4,000.00
		Hydro-Vac Rental	1,139.14
		Total Due	5,139.14

Need project #
for 4" water line
relocation due to
Red Bud road widening

- Erik

Need project #
for 4" water line
relocation due to
Red Bud road widening
- Erik

Regulated by the:

Texas State Board of Plumbing Examiners

P O Box 4200 * Austin, TX 78765

(800) 845-6584

(800) 803-9202 * (212) 452-6599

RECEIVED

SEP 10 2020

Manville Water Supply

Check No. 112

Date Paid _____

APPROVED

۵۶

9-12-20

Invoice **2009102**

2009102

2054/9.1920

MANVILLE WSC

GATTIS SCHOOL RD/REDBUD

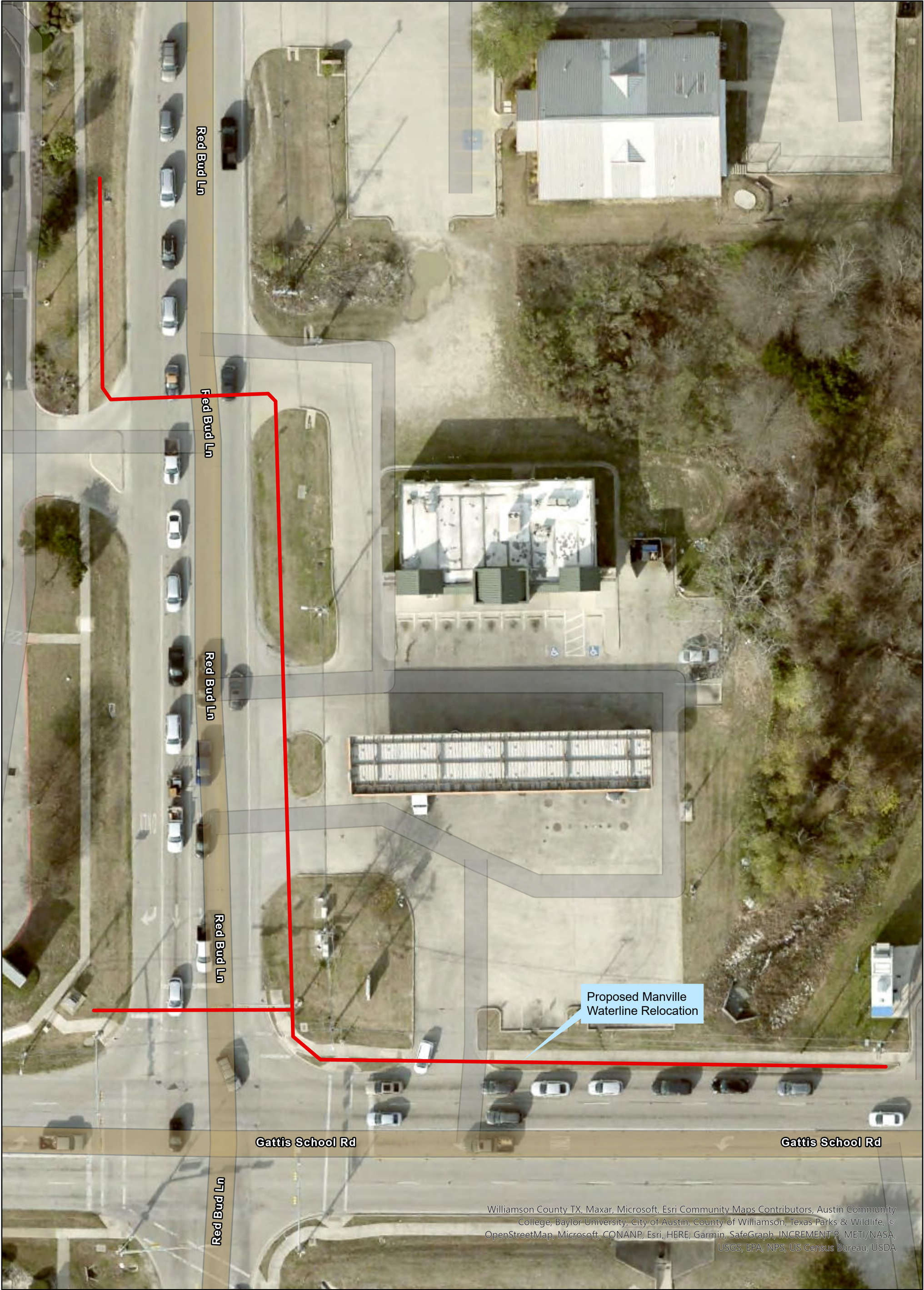
ITEM	AMT	UNITS	COST	TOTAL
4" PVC	835	FT	15.00	12,525.00
4" BORE & ENCASE/8" STEEL	622	FT	110.00	68,420.00
4" GATE VALVE	1	EA	1,500.00	1,500.00
2" GATE VALVE ON EX.	1	EA	1,000.00	1,000.00
4" X 4" X 2" MJ TEE	1	EA	1,200.00	1,200.00
HOT TAP PROP. 4" TO EX. 8"	1	EA	5,000.00	5,000.00
WET TIE-IN PROP. 4" TO EX. 4"	1	EA	1,500.00	1,500.00
WET TIE-IN PROP. 2" TO EX. 2"	1	EA	1,500.00	1,500.00
RECONNECT EX. METERS TO PROP. 4" WATERLINE	4	EA	1,500.00	6,000.00
REMOVE EX. 4" WL, EX. APPURTENANCES, AND FILL EX. ENCASEMENTS WITH FLOWABLE FILLER	760	FT	15.00	11,400.00
TRENCH SHORING	140	FT	2.00	280.00
Line Markers	4	EA	35.00	140.00
TOTAL				110,465.00

Engineering Fees	30,330.00
Resident Inspection Fees	16,200.00

Total Estimated Project Cost

~~223,320.00~~

156,995.00



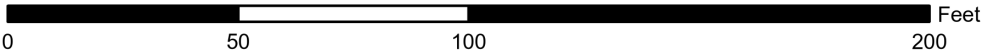
Williamson County TX, Maxar, Microsoft, Esri Community Maps Contributors, Austin Community College, Baylor University, City of Austin, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Proposed Manville Waterline Relocation

Round Rock Transportation Department

Dec 2021





City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Texas Materials Group, Inc. for the 2021 Street Maintenance Program - Arterials Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Gary Hudder, Transportation Director

Cost: \$350,187.07

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

Attachments: Resolution, Exhibit A, MAP, Form 1295

Department: Transportation

Text of Legislative File 2022-009

The Transportation Department requests City Council approval for QA/CO #1 for the 2021 SMP-Arterial project.

This QA/CO consists of the addition of asphalt overlay and pavement marking for the 2021 SMP-Arterial project. This work is being added because we are extending the limits of two of the roadway sections already included in the project. One will continue the pavement overlay on Hesters Crossing Rd from the light at La Frontera to Cr 172. This connection would complete the entire stretch of Hesters Crossing from IH-35 to Cr 172. The second will include a section of Harvey Penick Dr to Forest Creek Dr. Which would complete the overlay of Forest Creek as a whole.

The previous contract price was \$3,318,859.74 along with this QA/CO of \$350,187.07 will make the new contract price \$3,669,046.81.

Cost: \$350,187.07

Source of Funds: Round Rock Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2022-009

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Texas Materials Group, Inc. for the 2021 Street Maintenance Program - Arterials Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with Texas Materials Group, Inc. for the 2021 Street Maintenance Program - Arterials Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"



rev. 01/16

Contract Quantity Adjustment/Change Order

Department: City of Round Rock Engineering Services Division
 Project Name: CORR 2021 SMP Arterials - Forest Creek, Old Settlers, Hesters Crossing, S Mays, N Mays, Paloma, Jeffery Date: 12/9/21
 City Project ID Number: _____ Change Order/Quantity Adjustment No. 1
 Vendor: Texas Materials Group 1320 Arrow Point Dr. #600 Cedar Park, TX (512) 861-7100
 Company Name Address Phone No.

Justification

Additional work to existing sections to improve pavement quality on Hester's Crossing and Harvey Penick Drive.

SUMMARY

	Amount	% Change
Original Contract Price:	\$3,318,859.74	
Previous Quantity Adjustment(s):	\$0.00	
This Quantity Adjustment:	\$350,187.07	
Total Quantity Adjustment(s):	\$350,187.07	
Total Contract Price with Quantity Adjustment(s):	\$3,669,046.81	
Previous Change Order(s):		0%
This Change Order:	\$0.00	0%
Total Change Order(s) To Date:	\$0.00	0%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$3,669,046.81	
Difference between Original and Adjusted Contract Prices:	\$350,187.07	
Original Contract Time:	120	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	17	
New Contract Time:	137	

Submitted for Approval

Prepared By: Hedieh Yazdani Hedieh Yazdani, Project Manager, Texas Materials Group 12/13/21
 Signature Printed Name, Title, Company Date

Approvals

Contractor: _____
 Signature Printed Name, Title, Company Date
 City Project Manager: JC Montalongo Jr., Engineer Shift, CORR 12-14-21
 Signature Printed Name, Title Date
 Mayor/City Manager: _____
 Signature Printed Name, Title Date

**Contract Quantity Adjustment/Change Order**

Project Name: CORR 2021 SMP Arterials - Forest Creek, Old Settlers, Hesters Crossing, S Mays, N Mays, Paloma, Jeffery

Quan. Adj./Change Order No.: 1

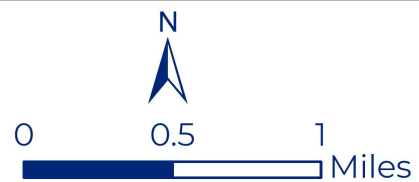
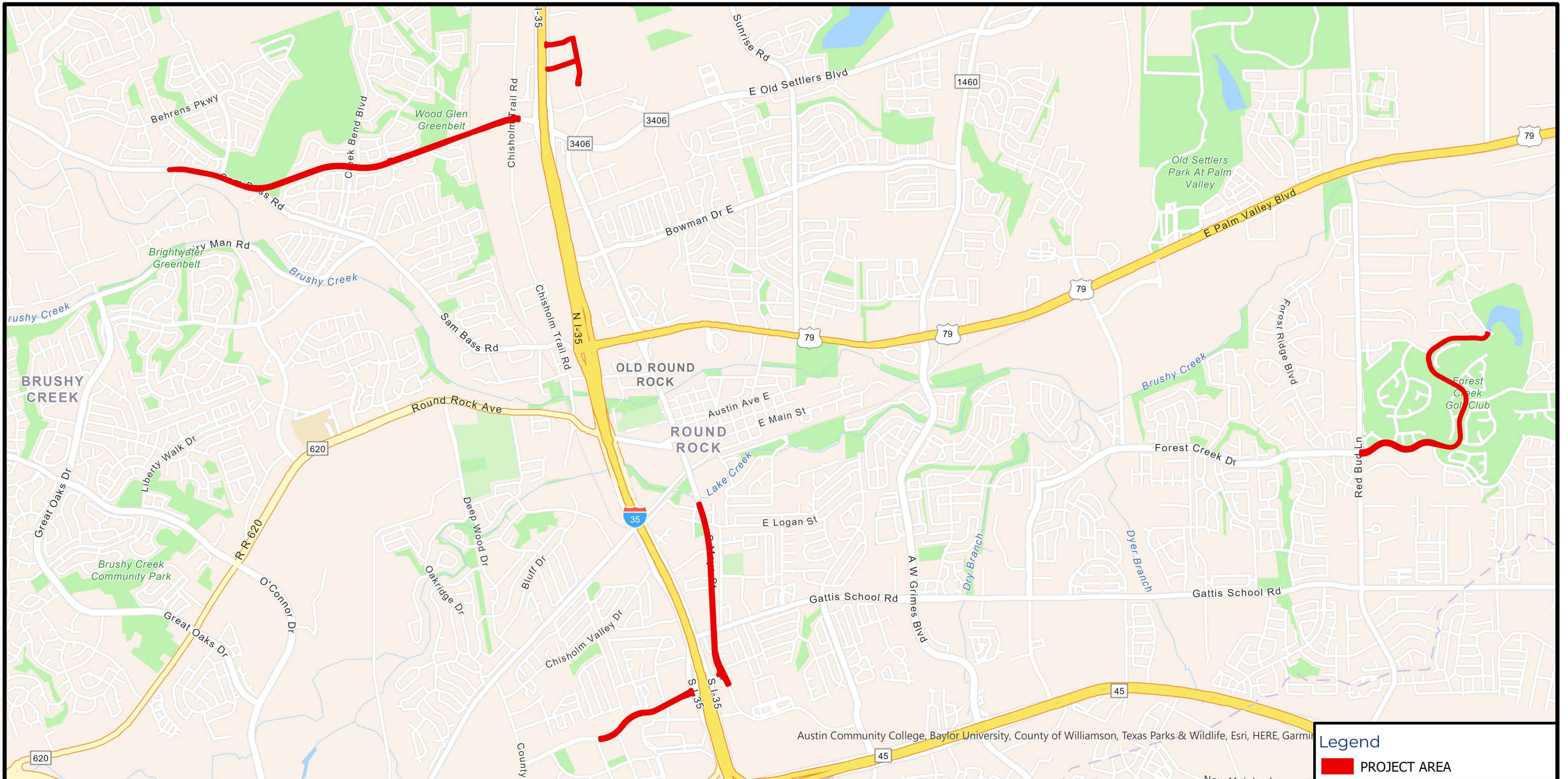
Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$0.00	0

CORR 2021 SMP Arterials - Forest Creek, Old Settlers, Hesters Crossing, S Mays, N
Project Name: Mays, Paloma, Jeffery

Quantity Adjustment Data

[illegible]



2021 STREET MAINTENANCE PROGRAM

ARTERIALS

Sheet 1 of 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Materials Group
Cedar Park, TX United States

Certificate Number:
2021-834646

Date Filed:
12/21/2021

Date Acknowledged:

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

The City of Round Rock

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

000000

Change order / quantity adjustment for asphalt pavement repairs on CORR 2021 SMP Arterials project. Adjustments / extensions on Hester's Crossing and Harvey Penick Dr.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jarma, Tim	Bertram, TX United States		X
	Shogren, John	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party.

☐

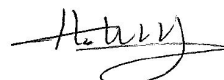
6 UNSWORN DECLARATION

My name is Hedieh Yazdani, and my date of birth is .

My address is 5604 Southwest Parkway APT 2021, Austin, TX, 78735, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of Virginia, on the 21 day of December, 202021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Materials Group
Cedar Park, TX United States

Certificate Number:
2021-834646

Date Filed:
12/21/2021

Date Acknowledged:
01/06/2022

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

The City of Round Rock

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

000000

Change order / quantity adjustment for asphalt pavement repairs on CORR 2021 SMP Arterials project. Adjustments / extensions on Hester's Crossing and Harvey Penick Dr.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jarma, Tim	Bertram, TX United States		X
	Shogren, John	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Company, Inc. for the Traffic Signal at U.S. 79 and Brushy Creek Plant Road Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Gary Hudder, Transportation Director

Cost: \$219,953.50

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Award Recommendation, MAP, Form 1295

Department: Transportation

Text of Legislative File 2022-010

The City opened bids for the US 79 and Africa Ln (Brushy Creek Plant Rd) traffic signal on Tuesday December 7th, at 2:00 PM from the following contractors. There were four (4) responsive bids with bids ranging from \$219,953.50 to \$447,694.00. The submitted bid form has been checked for accuracy and compliance with the requirements of the bidding instructions. HDR recommends and staff concurs that the City of Round Rock award the contract to the apparent low bidder - Austin Traffic Signal (ATS) Construction Co.

Total received bids:

1. ATS Construction Co. - \$219,953.50
2. EARTC Telecommunications, LLC - \$304,573.00
3. DeNucci Constructors, LLC - \$309,362.00
4. Siemens Mobility, Inc. - \$447,694.00

Cost: \$219,953.50

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2022-010

WHEREAS, the City of Round Rock has duly advertised for bids for the Traffic Signal at U.S. 79 and Brushy Creek Plant Road Project; and

WHEREAS, Austin Traffic Signal Construction Company, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Traffic Signal Construction Company, 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 with Austin Traffic Signal Construction Company, Inc. for the Traffic Signal at U.S. 79 and Brushy Creek Plant Road 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 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



City of Round Rock, Texas
Traffic Signal at US 79 (Palm Valley Blvd) and Africa Ln (Brushy Creek Plant Rd)
Bid Opening 12/07/2021



US 79 and Africa Ln Signal
BID COMPARISON SHEET

			Bidder			Austin Traffic Signal Construction Co. (ATS)		DeNucci Constructors, LLC		EAR Telecommunications, LLC		Siemens Mobility, Inc.		
			Attachments: Bid Security Statement of Bidder's Safety Experience											
						√		√		√		√		
						√		√		√		√		
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	500	6001	MOBILIZATION	LS	1	\$14,000.00	\$14,000.00	\$12,225.00	\$12,225.00	\$30,000.00	\$30,000.00	\$59,048.00	\$59,048.00	
2	502	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	\$1,900.00	\$3,800.00	\$14,100.00	\$28,200.00	\$10,000.00	\$20,000.00	\$13,435.00	\$26,870.00	
3	618	6046	CONDT (PVC) (SCHD 80) (2")	LF	165	\$22.00	\$3,630.00	\$29.00	\$4,785.00	\$16.00	\$2,640.00	\$254.00	\$41,910.00	
4	618	6047	CONDT (PVC) (SCHD 80) (2") (BORE) W/ PRESSURE GROUT CONCRETE	LF	170	\$64.00	\$10,880.00	\$82.00	\$13,940.00	\$35.00	\$5,950.00	\$299.00	\$50,830.00	
5	618	6053	CONDT (PVC) (SCHD 80) (3")	LF	30	\$35.00	\$1,050.00	\$32.00	\$960.00	\$19.76	\$592.80	\$254.00	\$7,620.00	
6	618	6058	CONDT (PVC) (SCHD 80) (4")	LF	30	\$42.00	\$1,260.00	\$38.00	\$1,140.00	\$30.32	\$909.60	\$254.00	\$7,620.00	
7	620	6007	ELEC CONDR (NO. 8) BARE	LF	210	\$1.25	\$262.50	\$3.50	\$735.00	\$2.50	\$525.00	\$4.00	\$840.00	
8	620	6008	ELEC CONDR (NO. 8) INSULATED	LF	1100	\$1.50	\$1,650.00	\$2.50	\$2,750.00	\$2.50	\$2,750.00	\$4.00	\$4,400.00	
9	620	6009	ELEC CONDR (NO. 6) BARE	LF	385	\$2.00	\$770.00	\$4.00	\$1,540.00	\$2.50	\$962.50	\$4.00	\$1,540.00	
10	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	780	\$2.00	\$1,560.00	\$2.50	\$1,950.00	\$2.50	\$1,950.00	\$4.00	\$3,120.00	
11	621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	1060	\$2.00	\$2,120.00	\$2.50	\$2,650.00	\$2.41	\$2,554.60	\$4.00	\$4,240.00	
12	628	6164	ELC SRV TY D 120/240 070(NS)AL(E)PS(U)*	EA	1	\$5,000.00	\$5,000.00	\$4,665.00	\$4,665.00	\$5,500.00	\$5,500.00	\$2,607.00	\$2,607.00	
13	644	6076	REMOVE SM RD SN SUP & AM	EA	4	\$550.00	\$2,200.00	\$350.00	\$1,400.00	\$150.00	\$600.00	\$522.00	\$2,088.00	
14	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	96	\$50.00	\$4,800.00	\$91.00	\$8,736.00	\$13.63	\$1,308.48	\$2.00	\$192.00	
15	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	96	\$2.00	\$192.00	\$4.00	\$384.00	\$13.63	\$1,308.48	\$2.00	\$192.00	
16	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	14	\$21.00	\$294.00	\$40.00	\$560.00	\$13.63	\$190.82	\$2.00	\$28.00	
17	677	6018	ELIM EXT PAV MRK & MRKS (18")(YLD TRI)	EA	28	\$21.00	\$588.00	\$40.00	\$1,120.00	\$13.63	\$381.64	\$2.00	\$56.00	
18	678	6008	PAV SURF PREP FOR MRK (24")	LF	96	\$1.50	\$144.00	\$2.00	\$192.00	\$13.63	\$1,308.48	\$2.00	\$192.00	
19	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$27,500.00	\$27,500.00	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$36,462.00	\$36,462.00	
20	682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	10	\$325.00	\$3,250.00	\$275.00	\$2,750.00	\$330.00	\$3,300.00	\$267.00	\$2,670.00	
21	682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4	\$325.00	\$1,300.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00	\$271.00	\$1,084.00	
22	682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	10	\$325.00	\$3,250.00	\$275.00	\$2,750.00	\$330.00	\$3,300.00	\$258.00	\$2,580.00	
23	682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4	\$325.00	\$1,300.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00	\$261.00	\$1,044.00	
24	682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	10	\$325.00	\$3,250.00	\$275.00	\$2,750.00	\$330.00	\$3,300.00	\$254.00	\$2,540.00	
25	682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4	\$325.00	\$1,300.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00	\$261.00	\$1,044.00	
26	682	6047	LOUVER (12") (ADJUSTABLE)	EA	6	\$200.00	\$1,200.00	\$350.00	\$2,100.00	\$250.00	\$1,500.00	\$267.00	\$1,602.00	
27	682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	14	\$95.00	\$1,330.00	\$115.00	\$1,610.00	\$96.00	\$1,344.00	\$121.00	\$1,694.00	
28	684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	334	\$1.50	\$501.00	\$2.50	\$835.00	\$2.50	\$835.00	\$5.00	\$1,670.00	
29	684	6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	450	\$1.25	\$562.50	\$2.00	\$900.00	\$2.50	\$1,125.00	\$5.00	\$2,250.00	
30	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	757	\$2.50	\$1,892.50	\$2.00	\$1,514.00	\$2.80	\$2,119.60	\$5.00	\$3,785.00	
31	684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	780	\$4.75	\$3,705.00	\$5.00	\$3,900.00	\$6.00	\$4,680.00	\$8.00	\$6,240.00	
32	686	6294	INSTALL TSPA(S) (MAST DBL)(INSTL ONLY)	EA	2	\$2,750.00	\$5,500.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$3,910.00	\$7,820.00	
33	6004	6031	ITS COM CBL (ETHERNET) (FOR PTZ CAMERA & RADIO ANTENNA)	LF	320	\$2.00	\$640.00	\$7.00	\$2,240.00	\$2.85	\$912.00	\$5.00	\$1,600.00	
34	****	****	VANTAGE NEXT PLATFORM (SHELF-MOUNT CCU WITH SHIP KIT)	EA	1	\$8,500.00	\$8,500.00	\$10,200.00	\$10,200.00	\$12,000.00	\$12,000.00	\$9,625.00	\$9,625.00	
35	****	****	VANTAGE VECTOR HYBRID	EA	2	\$4,300.00	\$8,600.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$4,826.00	\$9,652.00	
36	****	****	VANTAGE NEXT CAMERA	EA	2	\$1,800.00	\$3,600.00	\$2,200.00	\$4,400.00	\$2,700.00	\$5,400.00	\$2,041.00	\$4,082.00	
37	****	****	VANTAGE NEXT VIEWER AND SET UP TOOL	EA	1	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00	\$1,978.00	\$1,978.00	
38	****	****	VIVDS COMMUNICATION CABLE (FOR VANTAGE CAMERAS)	LF	1068	\$2.00	\$2,136.00	\$3.00	\$3,204.00	\$1.50	\$1,602.00	\$4.00	\$4,272.00	
39	****	****	AXIS NETWORK PTZ CAMERA	EA	1	\$2,200.00	\$2,200.00	\$3,250.00	\$3,250.00	\$3,000.00	\$3,000.00	\$4,320.00	\$4,320.00	
40	****	****	LED BLANK-OUT SIGN ASSEMBLY	EA	1	\$3,800.00	\$3,800.00	\$7,100.00	\$7,100.00	\$8,000.00	\$8,000.00	\$6,811.00	\$6,811.00	

			Bidder			Austin Traffic Signal Construction Co. (ATS)		DeNucci Constructors, LLC		EAR Telecommunications, LLC		Siemens Mobility, Inc.	
			Attachments: Bid Security Statement of Bidder's Safety Experience										
						√		√		√		√	
						√		√		√		√	
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
41	****	****	ILSN (LED) (8 S)	EA	4	\$2,500.00	\$10,000.00	\$3,300.00	\$13,200.00	\$3,200.00	\$12,800.00	\$3,631.00	\$14,524.00
42	****	****	PEGASUS TWIST PORT RADIO 5GHZ 300MG	EA	1	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,223.00	\$2,223.00
43	****	****	ANTENNA - ULTRA DISH TP400 24-DBL	EA	1	\$350.00	\$350.00	\$1,760.00	\$1,760.00	\$600.00	\$600.00	\$4,059.00	\$4,059.00
44	****	****	OPTICOM DETECTOR - GTT MODEL 711 (SINGLE)	EA	2	\$900.00	\$1,800.00	\$1,275.00	\$2,550.00	\$1,250.00	\$2,500.00	\$917.00	\$1,834.00
45	****	****	OPTICOM DETECTOR - GTT MODEL 722 (DUAL)	EA	1	\$1,250.00	\$1,250.00	\$2,625.00	\$2,625.00	\$1,635.00	\$1,635.00	\$1,266.00	\$1,266.00
46	****	****	OPTICOM PHASE SELECTOR - GTT MODEL 764	EA	1	\$4,000.00	\$4,000.00	\$5,400.00	\$5,400.00	\$5,892.00	\$5,892.00	\$3,991.00	\$3,991.00
47	****	****	OPTICOM CARD RACK - GTT MODEL 760	EA	1	\$750.00	\$750.00	\$2,220.00	\$2,220.00	\$766.00	\$766.00	\$746.00	\$746.00
48	****	****	OPTICOM CABLE - GTT MODEL 138	LF	868	\$2.00	\$1,736.00	\$4.00	\$3,472.00	\$2.50	\$2,170.00	\$4.00	\$3,472.00
49	****	****	COMNET ETHERNET SWITCH	EA	1	\$1,600.00	\$1,600.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$1,799.00	\$1,799.00
TOTAL FOR BASE BID							\$164,503.50		\$222,362.00		\$216,573.00		\$362,132.00
32A	686	686	IN TRF SG PL AM(S)2ARM(60-44')LUM&ILSN	EA	2	\$30,475.00	\$60,950.00	\$46,500.00	\$93,000.00	\$47,500.00	\$95,000.00	\$46,691.00	\$93,382.00
TOTAL FOR BID ALTERNATE 1							\$219,953.50		\$309,362.00		\$304,573.00		\$447,694.00

I, Timothy Grimes, do hereby certify that this bid tabulation is accurate and true.

Date: 2021.12.14
21:43:29-06'00'



December 15, 2021

Mr. Bill Stablien
City of Round Rock
3400 Sunrise Road
Round Rock, Texas 78665

RE: Signal Construction at US 79 (Palm Valley Blvd) and Africa Ln (Brushy Creek Plant Rd) – Bid Award

Dear Mr. Stablien,

Four (4) responsive bid proposals were received by the City for signal construction at US 79 (Palm Valley Blvd) and Africa Ln (Brushy Creek Plant Rd). HDR reviewed and tabulated the bids as summarized below:

1. Austin Traffic Signal Construction Company, Inc. submitted a base bid of \$164,503.50 and a Bid Alternate 1 of \$219,953.50.
2. DeNucci Contractors, LLC submitted a base bid of \$ \$222,362.00 and a Bid Alternate 1 of \$309,362.00.
3. EAR Telecommunications, LLC (EARTC) submitted a corrected base bid of \$216,573.00 and a corrected Bid Alternate 1 of \$304,573.00. Upon review of the bid provided by EARTC, the following errors were discovered:
 - Math error in calculating total price for Item 2: Barricades, Signs and Traffic Handling; this error did not appear to carry over to the totals
 - Typo in stating the unit price for Item 19: Install Hwy Traffic Signal (Isolated); this typo is not carried over into total pricing
 - Math error in calculating the total price for Item 48: Opticom Cable; this error carries into the totals for both Base Bid and Bid Alternate 1, resulting in a discrepancy of +\$2.50.
4. Siemens Mobility, Inc. (Siemens) submitted a corrected base bid of \$362,132.00 and a corrected Bid Alternate 1 of \$447,694.00. Upon review of the bid provided by Siemens, the following error was discovered:
 - Math error in calculating total price for Item 9: Electric Conductor No 6 Bare; this error carries into the totals for both Base Bid and Bid Alternate 1, resulting into a discrepancy of (-\$444.00)

A Bid Tabulation detailing each corrected bid is enclosed for your review.

Mr. Bill Stablein
Page 2 of 2
December 15, 2021

Based on the information presented, we recommend the City of Round Rock accept the bid of Austin Traffic Signal Construction Company, Inc.

Sincerely,
HDR Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Benedict P. Patrick", with a horizontal line underneath.

Benedict P. Patrick, P.E., PTOE
Round Rock Traffic Lead | Professional Associate

Enclosure: Bid Tabulation



City of Round Rock, Texas
Traffic Signal at US 79 (Palm Valley Blvd) and Africa Ln (Brushy Creek Plant Rd)
Bid Opening 12/07/2021



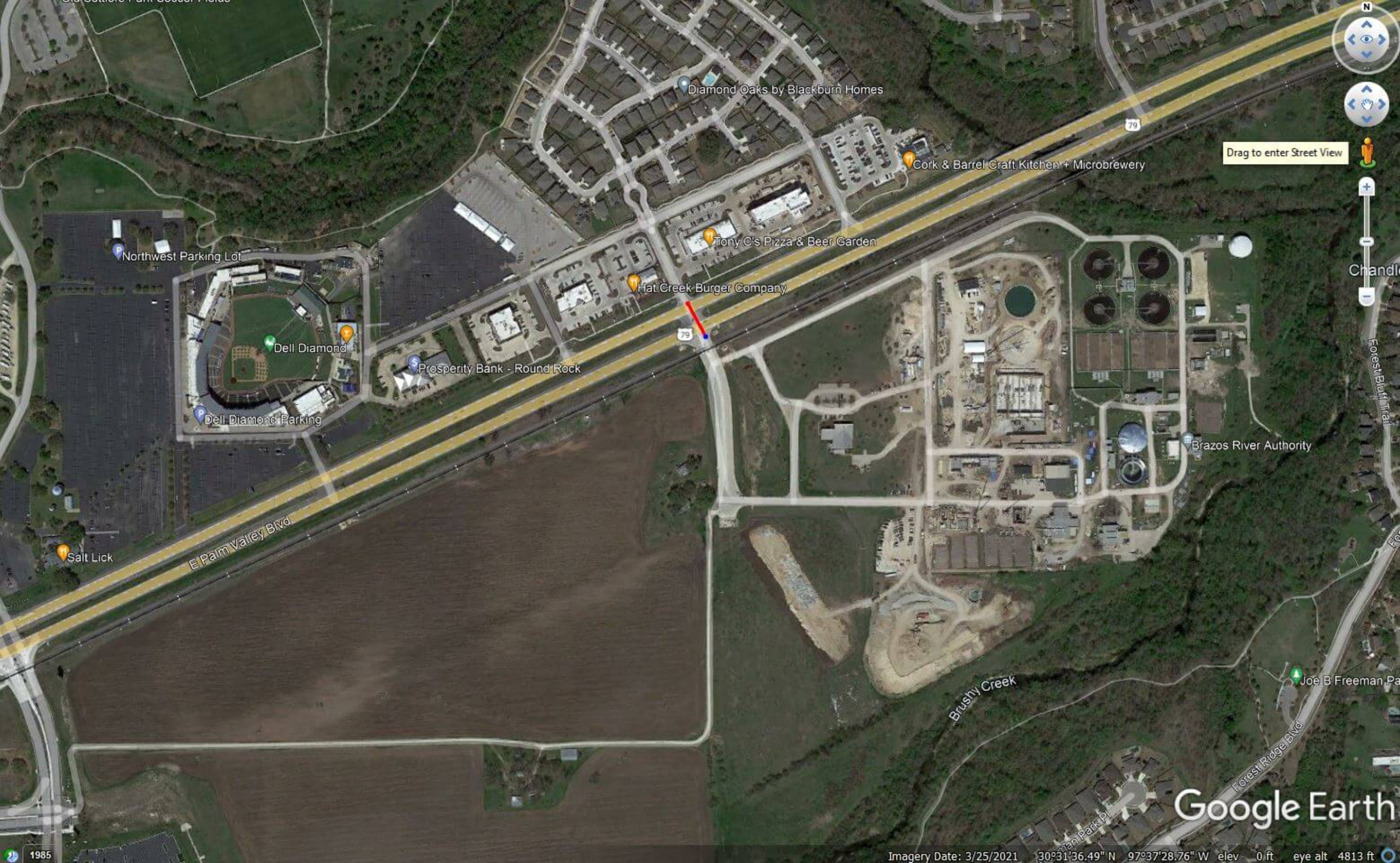
US 79 and Africa Ln Signal
BID COMPARISON SHEET

			Bidder			Austin Traffic Signal Construction Co. (ATS)		DeNucci Constructors, LLC		EAR Telecommunications, LLC		Siemens Mobility, Inc.	
			Attachments: Bid Security Statement of Bidder's Safety Experience			√		√		√		√	
						√		√		√			
						√		√		√			
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	500	6001	MOBILIZATION	LS	1	\$14,000.00	\$14,000.00	\$12,225.00	\$12,225.00	\$30,000.00	\$30,000.00	\$59,048.00	\$59,048.00
2	502	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	\$1,900.00	\$3,800.00	\$14,100.00	\$28,200.00	\$10,000.00	\$20,000.00	\$13,435.00	\$26,870.00
3	618	6046	CONDT (PVC) (SCHD 80) (2")	LF	165	\$22.00	\$3,630.00	\$29.00	\$4,785.00	\$16.00	\$2,640.00	\$254.00	\$41,910.00
4	618	6047	CONDT (PVC) (SCHD 80) (2") (BORE) W/ PRESSURE GROUT CONCRETE	LF	170	\$64.00	\$10,880.00	\$82.00	\$13,940.00	\$35.00	\$5,950.00	\$299.00	\$50,830.00
5	618	6053	CONDT (PVC) (SCHD 80) (3")	LF	30	\$35.00	\$1,050.00	\$32.00	\$960.00	\$19.76	\$592.80	\$254.00	\$7,620.00
6	618	6058	CONDT (PVC) (SCHD 80) (4")	LF	30	\$42.00	\$1,260.00	\$38.00	\$1,140.00	\$30.32	\$909.60	\$254.00	\$7,620.00
7	620	6007	ELEC CONDR (NO. 8) BARE	LF	210	\$1.25	\$262.50	\$3.50	\$735.00	\$2.50	\$525.00	\$4.00	\$840.00
8	620	6008	ELEC CONDR (NO. 8) INSULATED	LF	1100	\$1.50	\$1,650.00	\$2.50	\$2,750.00	\$2.50	\$2,750.00	\$4.00	\$4,400.00
9	620	6009	ELEC CONDR (NO. 6) BARE	LF	385	\$2.00	\$770.00	\$4.00	\$1,540.00	\$2.50	\$962.50	\$4.00	\$1,540.00
10	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	780	\$2.00	\$1,560.00	\$2.50	\$1,950.00	\$2.50	\$1,950.00	\$4.00	\$3,120.00
11	621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	1060	\$2.00	\$2,120.00	\$2.50	\$2,650.00	\$2.41	\$2,554.60	\$4.00	\$4,240.00
12	628	6164	ELC SRV TY D 120/240 070(NS)AL(E)PS(U)*	EA	1	\$5,000.00	\$5,000.00	\$4,665.00	\$4,665.00	\$5,500.00	\$5,500.00	\$2,607.00	\$2,607.00
13	644	6076	REMOVE SM RD SN SUP & AM	EA	4	\$550.00	\$2,200.00	\$350.00	\$1,400.00	\$150.00	\$600.00	\$522.00	\$2,088.00
14	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	96	\$50.00	\$4,800.00	\$91.00	\$8,736.00	\$13.63	\$1,308.48	\$2.00	\$192.00
15	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	96	\$2.00	\$192.00	\$4.00	\$384.00	\$13.63	\$1,308.48	\$2.00	\$192.00
16	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	14	\$21.00	\$294.00	\$40.00	\$560.00	\$13.63	\$190.82	\$2.00	\$28.00
17	677	6018	ELIM EXT PAV MRK & MRKS (18")(YLD TRI)	EA	28	\$21.00	\$588.00	\$40.00	\$1,120.00	\$13.63	\$381.64	\$2.00	\$56.00
18	678	6008	PAV SURF PREP FOR MRK (24")	LF	96	\$1.50	\$144.00	\$2.00	\$192.00	\$13.63	\$1,308.48	\$2.00	\$192.00
19	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$27,500.00	\$27,500.00	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$36,462.00	\$36,462.00
20	682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	10	\$325.00	\$3,250.00	\$275.00	\$2,750.00	\$330.00	\$3,300.00	\$267.00	\$2,670.00
21	682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4	\$325.00	\$1,300.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00	\$271.00	\$1,084.00
22	682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	10	\$325.00	\$3,250.00	\$275.00	\$2,750.00	\$330.00	\$3,300.00	\$258.00	\$2,580.00
23	682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4	\$325.00	\$1,300.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00	\$261.00	\$1,044.00
24	682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	10	\$325.00	\$3,250.00	\$275.00	\$2,750.00	\$330.00	\$3,300.00	\$254.00	\$2,540.00
25	682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4	\$325.00	\$1,300.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00	\$261.00	\$1,044.00
26	682	6047	LOUVER (12") (ADJUSTABLE)	EA	6	\$200.00	\$1,200.00	\$350.00	\$2,100.00	\$250.00	\$1,500.00	\$267.00	\$1,602.00
27	682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	14	\$95.00	\$1,330.00	\$115.00	\$1,610.00	\$96.00	\$1,344.00	\$121.00	\$1,694.00
28	684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	334	\$1.50	\$501.00	\$2.50	\$835.00	\$2.50	\$835.00	\$5.00	\$1,670.00
29	684	6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	450	\$1.25	\$562.50	\$2.00	\$900.00	\$2.50	\$1,125.00	\$5.00	\$2,250.00
30	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	757	\$2.50	\$1,892.50	\$2.00	\$1,514.00	\$2.80	\$2,119.60	\$5.00	\$3,785.00
31	684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	780	\$4.75	\$3,705.00	\$5.00	\$3,900.00	\$6.00	\$4,680.00	\$8.00	\$6,240.00
32	686	6294	INSTALL TSPA(S) (MAST DBL)(INSTL ONLY)	EA	2	\$2,750.00	\$5,500.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$3,910.00	\$7,820.00
33	6004	6031	ITS COM CBL (ETHERNET) (FOR PTZ CAMERA & RADIO ANTENNA)	LF	320	\$2.00	\$640.00	\$7.00	\$2,240.00	\$2.85	\$912.00	\$5.00	\$1,600.00
34	****	****	VANTAGE NEXT PLATFORM (SHELF-MOUNT CCU WITH SHIP KIT)	EA	1	\$8,500.00	\$8,500.00	\$10,200.00	\$10,200.00	\$12,000.00	\$12,000.00	\$9,625.00	\$9,625.00
35	****	****	VANTAGE VECTOR HYBRID	EA	2	\$4,300.00	\$8,600.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$4,826.00	\$9,652.00
36	****	****	VANTAGE NEXT CAMERA	EA	2	\$1,800.00	\$3,600.00	\$2,200.00	\$4,400.00	\$2,700.00	\$5,400.00	\$2,041.00	\$4,082.00
37	****	****	VANTAGE NEXT VIEWER AND SET UP TOOL	EA	1	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00	\$1,978.00	\$1,978.00
38	****	****	VIVDS COMMUNICATION CABLE (FOR VANTAGE CAMERAS)	LF	1068	\$2.00	\$2,136.00	\$3.00	\$3,204.00	\$1.50	\$1,602.00	\$4.00	\$4,272.00
39	****	****	AXIS NETWORK PTZ CAMERA	EA	1	\$2,200.00	\$2,200.00	\$3,250.00	\$3,250.00	\$3,000.00	\$3,000.00	\$4,320.00	\$4,320.00
40	****	****	LED BLANK-OUT SIGN ASSEMBLY	EA	1	\$3,800.00	\$3,800.00	\$7,100.00	\$7,100.00	\$8,000.00	\$8,000.00	\$6,811.00	\$6,811.00

			Bidder		Austin Traffic Signal Construction Co. (ATS)		DeNucci Constructors, LLC		EAR Telecommunications, LLC		Siemens Mobility, Inc.		
			Attachments: Bid Security Statement of Bidder's Safety Experience										
					√		√		√		√		
					√		√		√		√		
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
41	****	****	ILSN (LED) (8 S)	EA	4	\$2,500.00	\$10,000.00	\$3,300.00	\$13,200.00	\$3,200.00	\$12,800.00	\$3,631.00	\$14,524.00
42	****	****	PEGASUS TWIST PORT RADIO 5GHZ 300MG	EA	1	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,223.00	\$2,223.00
43	****	****	ANTENNA - ULTRA DISH TP400 24-DBL	EA	1	\$350.00	\$350.00	\$1,760.00	\$1,760.00	\$600.00	\$600.00	\$4,059.00	\$4,059.00
44	****	****	OPTICOM DETECTOR - GTT MODEL 711 (SINGLE)	EA	2	\$900.00	\$1,800.00	\$1,275.00	\$2,550.00	\$1,250.00	\$2,500.00	\$917.00	\$1,834.00
45	****	****	OPTICOM DETECTOR - GTT MODEL 722 (DUAL)	EA	1	\$1,250.00	\$1,250.00	\$2,625.00	\$2,625.00	\$1,635.00	\$1,635.00	\$1,266.00	\$1,266.00
46	****	****	OPTICOM PHASE SELECTOR - GTT MODEL 764	EA	1	\$4,000.00	\$4,000.00	\$5,400.00	\$5,400.00	\$5,892.00	\$5,892.00	\$3,991.00	\$3,991.00
47	****	****	OPTICOM CARD RACK - GTT MODEL 760	EA	1	\$750.00	\$750.00	\$2,220.00	\$2,220.00	\$766.00	\$766.00	\$746.00	\$746.00
48	****	****	OPTICOM CABLE - GTT MODEL 138	LF	868	\$2.00	\$1,736.00	\$4.00	\$3,472.00	\$2.50	\$2,170.00	\$4.00	\$3,472.00
49	****	****	COMNET ETHERNET SWITCH	EA	1	\$1,600.00	\$1,600.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$1,799.00	\$1,799.00
TOTAL FOR BASE BID							\$164,503.50		\$222,362.00		\$216,573.00		\$362,132.00
32A	686	686	IN TRF SG PL AM(S)2ARM(60-44')LUM&ILSN	EA	2	\$30,475.00	\$60,950.00	\$46,500.00	\$93,000.00	\$47,500.00	\$95,000.00	\$46,691.00	\$93,382.00
TOTAL FOR BID ALTERNATE 1							\$219,953.50		\$309,362.00		\$304,573.00		\$447,694.00

I, Timothy Grimes, do hereby certify that this bid tabulation is accurate and true.

Date: 2021.12.14
21:43:29-06'00'



Diamond Oaks by Blackburn Homes

Cork & Barrel Craft Kitchen + Microbrewery

Drag to enter Street View

Northwest Parking Lot

Dell Diamond

Dell Diamond Parking

Prosperity Bank - Round Rock

Hat Creek Burger Company

Tony C's Pizza & Beer Garden

Brazos River Authority

Salt Lick

E Palm Valley Blvd

Brushy Creek

Joe B Freeman Park

Google Earth

Imagery Date: 3/25/2021 30°31'36.49" N 97°37'28.76" W elev 0 ft eye alt 4813 ft

1985

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:
2021-834281

Date Filed:
12/20/2021

Date Acknowledged:

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

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
Round Rock, TX United States

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

CITY OF ROUND ROCK, TEXAS

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

000000- US 79 - AFRICA TR SIG
US 79 - AFRICA - TRAFFIC SIGNAL

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Edward G. Schroeder, and my date of birth is [REDACTED]

My address is 609 Lido (street), Lakeview TX (city), 78734 (zip code), US (country)

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

Executed in Texas County, State of Texas, on the 20th day of Dec, 2021
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
Round Rock, TX United States

Certificate Number:
2021-834281

Date Filed:
12/20/2021

Date Acknowledged:
01/06/2022

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

CITY OF ROUND ROCK, TEXAS

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

000000- US 79 - AFRICA TR SIG
US 79 - AFRICA - TRAFFIC SIGNAL

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to National Auto Fleet Group for the purchase of a City vehicle.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$132,687.40

Indexes: General Fund

Attachments: Resolution, Form 1295

Department: General Services

Text of Legislative File 2022-013

With this purchase order, General Services will establish a one-time purchase with National Auto Fleet Group for a Ford F-350 as part of a new program for the Fire Department's new Community Risk Reduction unit.

Cost: \$132,687.40

Account Number: 10022022-6114

Funding Source: General Fund

The Fire Department was authorized to acquire the CRR unit from the County. With this new program, they were approved to purchase a support vehicle. This new program was approved in September by the Council.

Other notes to support this item:

This is for the CARES fleet addition.

We went with National Auto Fleet for a few reasons:

1. They have close association with the utility body that the Fire department wanted.
2. They were the only vendor who would get the order in before the Ford order-window cut off.

3. Their pricing was in line with competitors and was below the budgeted purchase price.

Going with any other vendor would have increased cost and delayed delivery until the next model year.

This contract was established through a competitively solicited cooperative process.

Cost: \$132,687.40

Source of Funds: General Fund

RESOLUTION NO. R-2022-013

WHEREAS, the City of Round Rock (“City”) desires to purchase a City vehicle for the Fire Department’s new Community Risk Reduction Unit; and

WHEREAS, City is a member of the Sourcewell Cooperative, a cooperative purchasing program; and

WHEREAS, National Auto Fleet Group is an approved vendor of the Sourcewell Cooperative; and

WHEREAS, the City wishes to issue a purchase order to National Auto Fleet Group to purchase said goods through Sourcewell Cooperative, 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 National Auto Fleet Group for the purchase of a City vehicle for the Fire Department’s new Community Risk Reduction Unit.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

480 Auto Center Drive, Watsonville, CA 95078

(855) 289-8572 • (831) 480-8487 Fax

Fleet@NationalAutoFleetGroup.com

11/11/2021

Quote ID: 19082

Order Cut Off Date: 11/12/2021

Mr Marshall Reynolds
Round Rock Fire Department

203 Commerce Blvd
Round Rock, Texas, 78664

Dear Marshall Reynolds,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box 160" WB, Stonewell Equipment Proposal + Chassing Handling \$2,000.00) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$82,310.00	\$53,519.16	14.108 %	\$8,790.84
Stonewell Equipment Proposal		\$78,568.24		
+ Chassing Handling \$2,000.00				
2 additional key(s)		\$800.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$132,687.40		

- per the attached specifications.

This vehicle(s) is available under the Sourcewell (Formerly Know as NJPA) Contract 120716-NAF . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

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:
2022-837752

Date Filed:
01/07/2022

Date Acknowledged:

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

72 Hour LLC DBA Chevrolet of Watsonville, National Auto Fleet Group
Watsonville, CA United States

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

National Auto Fleet Group

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.

091521 & 091521
Fleet Vehicle Sales, Ford, Chevy, and Dodge

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	National Auto Fleet Group	Watsonville, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Neil Carroll, and my date of birth is [REDACTED].

My address is 490 Auto Center Dr Watsonville CA 95076 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Santa Cruz County, State of CA, on the 7th day of Jan, 20 22.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

72 Hour LLC DBA Chevrolet of Watsonville, National Auto Fleet Group
Watsonville, CA United States

Certificate Number:
2022-837752

Date Filed:
01/07/2022

Date Acknowledged:
01/07/2022

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

National Auto Fleet Group

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.

091521 & 091521
Fleet Vehicle Sales, Ford, Chevy, and Dodge

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	National Auto Fleet Group	Watsonville, CA United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Holt Texas, LTD for the purchase of construction equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Chad McDowell, General Services Director

Cost: \$58,726.00

Indexes: General Fund

Attachments: Resolution, Quote

Department: General Services

Text of Legislative File 2022-015

Last September the City Council authorized the Street Maintenance Department to add an additional concrete crew including this Skid-Steer loader. The Transportation Department specifically requested a Cat machine, just like the last one we purchased for them last year.

Holt is the only authorized dealer in our area and the only Cat dealer who we can purchase from. The bid came through Sourcewell and was under budget.

Any delay beyond March 1 will cause a long delivery delay and increase cost 3-5%.

Cost: \$58,726.00

Source of Funds: General Fund

RESOLUTION NO. R-2022-015

WHEREAS, the City of Round Rock (“City”) desires to purchase construction equipment needed to support city operations; and

WHEREAS, City is a member of the Sourcewell Cooperative, a cooperative purchasing program; and

WHEREAS, Holt Texas, Ltd. is an approved vendor of the Sourcewell Cooperative; and

WHEREAS, the City wishes to issue a purchase order to Holt Texas, Ltd. to purchase said goods through Sourcewell Cooperative, 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 Holt Texas, Ltd. for the purchase of construction equipment needed to support city operations.

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

RESOLVED this 13th day of January, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



DATE: November 8, 2021
QUOTE #: 290493-01

CITY OF ROUND ROCK
MARSHALL REYNOLDS

Jeffrey Kell
512.917.3277

221 E MAIN AVE
ROUND ROCK, TEXAS 78664-5271

One (1) New Caterpillar Inc Model: 272D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$58,726.00
TOTAL PRICE	\$58,726.00
<hr/>	
SUB TOTAL	\$58,726.00
TOTAL SOURCEWELL PURCHASE PRICE	\$58,726.00

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

List Price	\$75,745.00
Sourcewell discount 19%	[\$14,391.00]
Adjusted Sales Price	\$61,354.00
Dealer Prep	\$550.00
Delivery	\$350.00
Holt Cat Discount	[\$3,528.00]
TOTAL SOURCEWELL SALES PRICE	\$58,726.00

Deliver – March 2021 includes future price increases

NOTES

Includes – Open Cab, Quick coupler, and bucket

Sourcewell Contract # 032119-CAT

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP1/C1/H2/MAN-QC	512-4272
LANE 2 ORDER	0P-9002
RIDE CONTROL, NONE	512-3490
BATTERY, HEAVY DUTY, 850 CCA	568-5611
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
TIRES, 12/16.5 CAT 10PR	568-4634
QUICK COUPLER, MANUAL	345-4910
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-4282
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACK, DOMESTIC TRUCK	0P-0210
CANOPY PACKAGE, PRO PLUS	588-9094
PRODUCT LINK, CELLULAR PL243	566-7115
FILM, SELF LEVEL, ANSI	435-9238

Bucket smooth edge or tooth

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.8 turbo aftercooled diesel engine
-Gross horsepower per SAE J1349
98 hp (73 kW) @ 2400 RPM
-Electric fuel priming pump
-Air inlet heater starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Filter, cartridge type, hydraulic

Filters, canister type, fuel
and water separator
Radiator / hydraulic oil
cooler (side-by-side)
Spring applied, hydraulically released,
parking brakes
Hydrostatic transmission
Four wheel chain drive

HYDRAULICS

CONTROLS:
Electro/hydraulic implement control

Electro/hydraulic hydrostatic
transmission control

ELECTRICAL

12 volt electrical system
100 ampere alternator
Ignition key start / stop / aux switch
Lights:
-Gauge backlighting

-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Air inlet heater activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: DEF level, fuel level, hour
meter and tachometer
Storage compartment with netting
Adjustable vinyl seat
Ergonomic contoured armrest

Adjustable joystick controls
Control interlock system, when operator
leaves seat or armrest raised :
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS Cab, open, tilt up
Anti-theft security system with 50 user
code capability
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
12V electric socket
Horn
Hand (dial) throttle electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout

Support, lift arm
Cast rear bumper
Ventilated rear door with integrated
sealing

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Coupler, mechanical
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat tough guard hose

Heavy duty flat faced quick disconnects
with integrated pressure release
Split d-Ring to route work tool hoses
along side of left lift arm
Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance authorizing the issuance and sale of one or more series of City of Round Rock, General Obligation Taxable Refunding Bonds; approving and authorizing an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement, an Escrow Agreement and other related documents; establishing the procedures for selling and delivering the Bonds, and authorizing other matters relating to the Bonds. (First Reading, Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance

Text of Legislative File 2022-019

This item will authorize the City to advance refund approximately \$97,250,000 of the Series 2014 GO bonds, Series 2014 Combination Tax and Limited Revenue COs, and Series 2015 GO Refunding bonds. The target pricing date is February 3, 2022, but will be adjusted if needed due to market conditions.

The City has an opportunity to refinance this debt with a savings of approximately \$9.6 million over 18 years. The Net Present Value benefit is approximately 9.7% of the refinanced par amount of the bonds.

ORDINANCE NO. O-2022-019

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING A PAYING
AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT AND AN
ESCROW AGREEMENT; ESTABLISHING PROCEDURES FOR SELLING AND
DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING
TO THE BONDS**

Adopted January 13, 2022

ORDINANCE NO. O-2022-019

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING A PAYING
AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT AND AN
ESCROW AGREEMENT; ESTABLISHING PROCEDURES FOR SELLING AND
DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING
TO THE BONDS**

WHEREAS, the City Council of the City of Round Rock, Texas (the "City") deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 5.00% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, the Chief Financial Officer, all in accordance with the provisions of Chapter 1207 of the Texas Government Code, as amended ("Chapter 1207") and, to the extent applicable, Chapter 1371, Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, Chapter 1207 authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with an eligible trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities (as defined herein) which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS THAT:

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. Definitions. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds, each to be designated the "**CITY OF ROUND ROCK, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2022,**" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount not to exceed \$130,000,000 for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds. The title of the Bonds shall be revised as appropriate by the Pricing Officer to designate the tax status of the Bonds as taxable or tax-exempt and make other revisions to the title of the Bonds as necessary, including as necessary to conform the title of the Bonds to the year in which they are issued.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively or as otherwise determined in the Pricing Certificate) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2042, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in the Pricing Certificate. The authority for the Pricing Officer to execute and deliver the Pricing Certificate for the Bonds shall expire at 5:00 p.m. C.D.T. on July 13, 2022. Bonds priced on or before such time on July 13, 2022 may be delivered to the initial purchaser after such date. The foregoing notwithstanding, for Bonds that satisfy the requirements of Chapter 1371, no such Bonds shall be priced by the Pricing Officer pursuant to this Ordinance after 5:00 p.m. C.S.T. on January 13, 2023, however, any such Bonds priced before such date and time may be closed after January 13, 2023.

(b) As authorized by Chapter 1207, and to the extent applicable Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, determining if a Series of bonds is a Taxable Series or a Tax-Exempt Series and determining which

of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 5.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

It is further provided, however, that any Bonds issued pursuant to Chapter 1371 shall not be delivered unless prior to their delivery such Bonds have been rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations, as required by Chapter 1371.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser, any placement agent or the senior managing underwriter for the Bonds and such additional investment banking firms as the

Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a purchase agreement, placement agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters, placement agent agreement or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to this Section 4(b) above.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the Pricing Certificate.

(e) Effect of Redemption. Notice of redemption having been given as provided in the Pricing Certificate, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance and the Pricing Certificate have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the principal corporate trust officer of such eligible institution as may be selected by the Pricing Officer in the Pricing Certificate to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and

delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting

as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 5(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the

Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such initial purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such initial purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of Initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS TRAVIS AND WILLIAMSON COUNTIES	PRINCIPAL AMOUNT \$_____
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**CITY OF ROUND ROCK, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2022**

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

<u>INTEREST RATE</u>	<u>DATE OF DELIVERY</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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_____*

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, **THE CITY OF ROUND ROCK, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Delivery set forth above, on _____, 20__* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____*, (the "Paying Agent/Registrar") at their office for payment in _____* (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the _____* business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
\$ _____**

<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>
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REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF ROUND ROCK, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, _____*, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, 20__*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, **TO PROVIDE FUNDS FOR REFUNDING THE REFUNDED OBLIGATIONS; AND PAYING THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

ON _____, 20__*, or on any date thereafter, the Bonds of this Series maturing on and after _____, 20__* may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[**THE BONDS MATURING ON** _____, __* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____, 20__*

<u>Redemption Date</u> *	<u>Principal Amount</u> *
_____, 20__	\$ _____
_____, 20__†	\$ _____†

† Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased

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*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same

**Use of Term Bonds, if any, to be determined by the Pricing Officer.

denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and

provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Clerk

Mayor

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS

(i) The initial Current Interest Bonds shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Round Rock, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), from the Date of Delivery set forth above, on _____, 20__* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal	Maturity Date	Interest
<u>Amount</u>	(_____)*	<u>Rate</u>

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROUND ROCK, TEXAS (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____ in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

Maturity <u>Amount</u>	Maturity Date <u>(____)*</u>	Interest <u>Rate</u>
---------------------------	---------------------------------	-------------------------

(Information for the Premium Compound Interest Bonds from the
Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____, 20__.* For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 7. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, within the limit prescribed by law, to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds on their date of initial delivery, if any, shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. ESTABLISHMENT OF ESCROW FUND. (a) Use of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(b) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(c) Maintenance of Funds. Any funds created pursuant to this Ordinance, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(d) Escrow Fund. A portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement.

Section 9. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial

bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions

of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall

authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION AND ENGAGEMENT; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Clerk or the Deputy City Clerk of the City), a statement regarding any insurance policy and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with any applicable purchase agreement between the City and the initial purchaser of the Bonds. The Pricing Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar. After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the purchaser under and subject to the general supervision and direction of the Pricing Officer, against receipt by the City of all amounts due to the City under the terms of sale.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager and the Mayor or the City Manager is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City Manager or the Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to use all proceeds of the Tax-Exempt Bonds for the payment of principal, interest and redemption premium, if any, on the Refunded Obligations;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1 (b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(9) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(10) to pay to the United States of America at least once during each five-year period(beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (10), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, =in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter

promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, the Assistant City Manager or Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) Disposition of Project. The City covenants that the property constituting the projects financed or refunded with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, an Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12 if the Bonds are sold in a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary. The Pricing Officer is hereby authorized to select an eligible bank, trust company, financial institution, or other eligible entity act as paying agent and registrar for the Bonds in accordance with the terms of this Ordinance.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this

Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts. The Pricing Officer is hereby authorized to select an eligible bank, trust company, financial institution, or other eligible entity act as escrow agent for the Refunded Obligations in accordance with the terms of this Ordinance.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 14. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the initial purchaser out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. The Pricing Officer shall designate in the Pricing Certificate whether or not the provisions of this Section with respect to the City's continuing disclosure undertaking will apply to the Bonds. In the event the Pricing Officer affirmatively elects that the City will make a continuing disclosure undertaking pursuant to the Rule in connection with the issuance of the Bonds, the following provisions shall be effective with respect to the Bonds, unless modified by the Pricing Officer in the Pricing Certificate as necessary to facilitate the sale of the Bonds:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2022, financial information and

operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 9 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any

other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be

provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet website or filed with the SEC.

Section 16. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a

trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 18. ABILITY TO SELL BONDS BY PRIVATE PLACEMENT.

Notwithstanding anything else in this Ordinance to the contrary, in the event that the Pricing Officer determines that it is in the best interest of the City, the Pricing Officer may elect to sell the Bonds by a private placement to a financial institution or other purchaser. In the event the Bonds are sold in such a private placement, the Pricing Officer may elect to have the purchaser deliver an investment letter approved by the City's bond counsel as the bond purchase agreement contemplated by this Ordinance and the Pricing Officer is hereby authorized to sign such investment letter. In the event such investment letter contains customary representations that the purchaser is a sophisticated investor purchasing the Bonds without an intent to resell the Bonds and has received sufficient disclosure from the City, the Bonds may be sold in such a private

placement without the Official Statement contemplated by this Ordinance. The Pricing Certificate executed with respect to such a private placement may also provide for a Form of Bond which requires a single Bond with an authorized denomination in the aggregate principal amount of the Bond that is payable in annual principal installments. The Pricing Officer may also elect in the Pricing Certificate for such a private placement to modify the continuing disclosure requirements set forth in Section 15 hereof as necessary and customary for such a private placement transaction. Additionally, the Pricing Officer may determine that any Bonds sold in such a private placement need not be rated by a rating agency and accordingly that such Bonds not be issued pursuant to the authority of Chapter 1371.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 20. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 21. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Pricing Officer, Chief Financial Officer of the City and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 22. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or

restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 23. INCONSISTENT PROVISIONS. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 24. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 25. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 26. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

[The Remainder of This Page is Intentionally Left Blank]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 13th day of January, 2022.

Mayor
City of Round Rock, Texas

ATTEST:

City Clerk
City of Round Rock, Texas

APPROVED AS TO LEGALITY:

City Attorney
City of Round Rock, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Accreted Value*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"*Accretion Table*" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds; provided that if the Bonds are sold pursuant to a private placement, the Pricing Officer may determine in the Pricing Certificate that the Authorized Denomination for a Bond is its principal amount.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Bonds*" means the Bonds and includes collectively all Taxable Bonds and Tax-Exempt Bonds issued as the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Ordinance and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" and "*Issuer*" mean the City of Round Rock, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Bonds.

"*Compounded Amount*" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"*Compounding Dates*" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"*Current Interest Bonds*" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the Pricing Officer may elect in the Pricing Certificate to modify the definition of "*Defeasance Securities*" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the City to do so.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Escrow Agent*" means the financial institution selected by the Pricing Officer to perform such function in the Pricing Certificate or any successor escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the agreement by and between the City and the Escrow Agent relating to refunding the Refunded Obligations.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*Fiscal Year*" means the twelve-month accounting period used by the City currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City.

"*Holder*," "*Holders*," "*Owners*" or "*Registered Owners*" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"*Initial Bonds*" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"*Insurance Policy*" means an insurance policy, if any, issued by any insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 7 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Bonds is due and payable.

"*Issuance Date*" means the date of delivery of the related Series of the Bonds.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Ordinance*" means this ordinance finally adopted by the City Council on January 13, 2022.

"*Outstanding*", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

(1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance

(4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"Paying Agent/Registrar" means such eligible bank, trust company, financial institution, or other entity as may hereafter be designated by the Pricing Officer to act as paying agent and registrar for the Bonds in accordance with the terms of this Ordinance.

"Permitted Investments" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of the Bonds.

"Pricing Officer" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the Chief Financial Officer may act as the designated pricing officer of the City to execute the Pricing Certificate.

"Rating Agency" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"Record Date" means Record Date as defined in Section 6 the Form of Bonds and each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and each Pricing Certificate.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Refundable Obligations" means all or a portion of the City's outstanding obligations secured in whole or in part by ad valorem taxes.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Series*" means any designated series of Bonds issued pursuant to this Ordinance.

"*Taxable Bonds*" means the Bonds bearing interest at a taxable rate.

"*Tax-Exempt Bonds*" means the Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the Internal Revenue Code.

"*Taxable Series*" means each Series of Bonds bearing interest at a taxable rate.

"*Tax-Exempt Series*" means each Series of Tax Exempt Bonds.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The information referred to in Section 15 of this Ordinance shall be as set forth in the Pricing Certificate.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider an ordinance amending Chapter 44, Section 44-32 and Section 44-34, Code of Ordinances (2018 Edition), regarding water rates and sewer rates. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Ordinance, Ordinance Redline

Department: Utilities & Environmental Services

Text of Legislative File 2022-020

The City has recently completed an update of their water and wastewater rate model. The rate model is a tool used by the City to conduct periodic reviews of the rates charged to customers. The model takes a comprehensive look to ensure the City is recovering costs needed to fund capital improvement programs, increasing system demands, and operating pressures. This cost-of-service analysis was last completed in 2017. The following changes are being recommended to the retail and wholesale water and wastewater rates to cover the next three years.

- ☐ Retail water - no change to the rates
- ☐ Retail wastewater - no change to base rate, and a volume rate reduction of 8.8%
- ☐ Retail reuse water - no changes since the retail water has no rate changes
- ☐ Wholesale water - adjusting each customer as determined by cost-of-service demands ranging from a reduction of 3.8% to an increase of 7.6%
- ☐ Wholesale wastewater - volume rate reduction of 8.8%

Both readings of this rate ordinance amendment are scheduled for the City Council meetings on January 13 and 27, 2022. If amendment is approved by Council, these changes to the rates would go into effect starting February 1, 2022.

ORDINANCE NO. O-2022-020

AN ORDINANCE AMENDING CHAPTER 44, SECTION 44-32 WATER RATES AND SECTION 44-34 SEWER RATES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 44, Section 44-32(c), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-32. Water rates.

(c) *Rates for water service to wholesale customers.*

- (1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.
- (2) The monthly base charge and the volumetric charge for water to wholesale customers are as follows:
 - a. *Aqua Texas, Inc.:*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$5,520.00	\$5,570.00	\$5,621.00
Volume Charge	\$2.75	\$2.80	\$2.84

b. *Fern Bluff Municipal Utility District:*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$27,205.00	\$27,324.00	\$27,443.00
Volume Charge	\$2.93	\$2.97	\$3.00

1 c. *Paloma Lake Municipal District Nos. 1 & 2 (Consolidated):*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$5,353.00	\$5,353.00	\$5,353.00
Volume Charge	\$3.82	\$3.82	\$3.82

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3 d. *R&R Mobile:*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$1,069.00	\$1,069.00	\$1,069.00
Volume Charge	\$2.39	\$2.39	\$2.39

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5 e. *Walsh Ranch Municipal Utility District:*

	Effective February 1, 2022	Effective October 1,2022	Effective October 1, 2023
Base Charge	\$3,673.00	\$3,679.00	\$3,685.00
Volume Charge	\$3.26	\$3.29	\$3.32

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7 f. *Williamson County Municipal Utility District #10:*

	Effective February 1, 2022	Effective October 1,2022	Effective October 1, 2023
Base Charge	\$15,907.00	\$15,968.00	\$16,029.00
Volume Charge	\$2.88	\$2.91	\$2.95

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g. *Williamson County Municipal Utility District #11:*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$14,307.00	\$14,307.00	\$14,307.00
Volume Charge	\$3.14	\$3.14	\$3.14

h. *Vista Oaks Municipal Utility District:*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$12,760.00	\$12,981.00	\$13,205.00
Volume Charge	\$2.92	\$2.99	\$3.07

i. *Round Rock Ranch PUD:*

	Effective February 1, 2022	Effective October 1, 2022	Effective October 1, 2023
Base Charge	\$1,070.00	\$1,074.00	\$1,079.00
Volume Charge	\$2.26	\$2.29	\$2.31

II.

That Chapter 44, Section 44-34(a)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-34. Sewer rates.

(a) *Sewer rates for retail customers inside the city limits.* The rate schedule for retail customers of the city's sanitary sewer system shall be as hereinafter set forth.

(1) *Volume rates.* The sewer volume rate for retail customers shall be in an amount set forth below per 1,000 gallons of water used for all users:

Charge Effective February 1, 2022\$3.09

1 III.

2 That Chapter 44, Section 44-34(e), Code of Ordinances (2018 Edition), City of
3 Round Rock, Texas, is hereby amended to read as follows:

4 **Sec. 44-34. Sewer rates.**

5 (e) *Rates for sewer service to wholesale customers.* The monthly volumetric charge for sewer service to
6 all wholesale customers, per 1,000 gallons of water used in accordance with each entity's respective
7 contractual obligation, is as follows:

8 Charge Effective February 1, 2022\$3.56

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10 IV.

11 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
12 expressly repealed.

13 **B.** The invalidity of any section or provision of this ordinance shall not
14 invalidate other sections or provisions thereof.

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

21 **READ** and **APPROVED** on first reading this the _____ day of
22 _____, 2022.

23 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
24 _____, 2022.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

ORDINANCE NO. O-2022-020

AN ORDINANCE AMENDING CHAPTER 44, SECTION 44-32 WATER RATES AND SECTION 44-34 SEWER RATES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 44, Section 44-32(c), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-32. Water rates.

(c) *Rates for water service to wholesale customers.*

- (1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.
- (2) The monthly base charge and the volumetric charge for water to wholesale customers are as follows:
 - a. *Aqua Texas, Inc.:*

	<u>Effective February 1, 2022</u>	Effective October 1, 2018 2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$5,520.00</u>	\$5,364.00 <u>\$5,570.00</u>	<u>\$5,621.00</u>
Volume Charge	<u>\$2.75</u>	\$2.71 <u>2.80</u>	<u>\$2.84</u>

b. *Fern Bluff Municipal Utility District:*

	<u>Effective February 1, 2022</u>	Effective October 1, 2018 2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$27,205.00</u>	\$26,506.00 <u>\$27,324.00</u>	<u>\$27,443.00</u>
Volume Charge	<u>\$2.93</u>	\$2.90 <u>2.97</u>	<u>\$3.00</u>

1 c. Paloma Lake Municipal District Nos. 1 & 2 (Consolidated):

	<u>Effective February 1, 2022</u>	Effective October 1, 2018 2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$5,353.00</u>	\$5,566.00 5,353.00	<u>\$5,353.00</u>
Volume Charge	<u>\$3.82</u>	\$3.97 3.82	<u>\$3.82</u>

2
3 d. R&R Mobile:

	<u>Effective February 1, 2022</u>	Effective October 1, 2018 2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$1,069.00</u>	\$1,070.00 1,069.00	<u>\$1,069.00</u>
Volume Charge	<u>\$2.39</u>	\$2.39	<u>\$2.39</u>

4
5 e. Walsh Ranch Municipal Utility District:

	<u>Effective February 1, 2022</u>	Effective October 1, 2018 2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$3,673.00</u>	\$3,580.00 3,679.00	<u>\$3,685.00</u>
Volume Charge	<u>\$3.26</u>	\$3.23 3.29	<u>\$3.32</u>

6
7 f. Williamson County Municipal Utility District #10:

	<u>Effective February 1, 2022</u>	Effective October 1, 2018 2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$15,907.00</u>	\$15,506.00 15,968.00	<u>\$16,029.00</u>
Volume Charge	<u>\$2.88</u>	\$2.85 2.91	<u>\$2.95</u>

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g. *Williamson County Municipal Utility District #11:*

	<u>Effective February 1, 2022</u>	Effective October 1, 2018-2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$14,307.00</u>	\$14,655.00 <u>\$14,307.00</u>	<u>\$14,307.00</u>
Volume Charge	<u>\$3.14</u>	\$3.22 <u>\$3.14</u>	<u>\$3.14</u>

h. *Vista Oaks Municipal Utility District:*

	<u>Effective February 1, 2022</u>	Effective October 1, 2018-2022	<u>Effective October 1, 2023</u>
Base Charge	<u>\$12,760.00</u>	\$12,277.00 <u>\$12,981.00</u>	<u>\$13,205.00</u>
Volume Charge	<u>\$2.92</u>	\$2.85 <u>\$2.99</u>	<u>\$3.07</u>

i. *Round Rock Ranch PUD:*

	<u>Effective February 1, 2022</u>	<u>Effective October 1, 2022</u>	<u>Effective October 1, 2023</u>
<u>Base Charge</u>	<u>\$1,070.00</u>	<u>\$1,074.00</u>	<u>\$1,079.00</u>
<u>Volume Charge</u>	<u>\$2.26</u>	<u>\$2.29</u>	<u>\$2.31</u>

II.

That Chapter 44, Section 44-34(a)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-34. Sewer rates.

(a) *Sewer rates for retail customers inside the city limits.* The rate schedule for retail customers of the city's sanitary sewer system shall be as hereinafter set forth.

(1) *Volume rates.* The sewer volume rate for retail customers shall be in an amount set forth below per 1,000 gallons of water used for all users:

Charge Effective ~~October 1, 2017~~ February 1, 2022 ~~\$3.39~~ \$3.09

1 III.

2 That Chapter 44, Section 44-34(e), Code of Ordinances (2018 Edition), City of
3 Round Rock, Texas, is hereby amended to read as follows:

4 **Sec. 44-34. Sewer rates.**

5 (e) *Rates for sewer service to wholesale customers.* The monthly volumetric charge for sewer service to
6 all wholesale customers, per 1,000 gallons of water used in accordance with each entity's respective
7 contractual obligation, is as follows:

8 Charge Effective ~~October 1, 2017~~ February 1, 2022~~\$3.99~~\$3.56

9
10 IV.

11 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
12 expressly repealed.

13 **B.** The invalidity of any section or provision of this ordinance shall not
14 invalidate other sections or provisions thereof.

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

21 **READ** and **APPROVED** on first reading this the _____ day of
22 _____, 2022.

23 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
24 _____, 2022.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider public testimony regarding, and an ordinance zoning 6.50 acres of land located north of E. Old Settlers Boulevard and west of Bluffstone Drive to the Planned Unit Development (PUD) No. 135 zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Exhibit B, Aerial Photo, Map with surrounding zoning

Department: Planning & Development Services

Text of Legislative File 2022-021

This zoning request was made by the property owners Hossain and Orlena Mehrabian on behalf of the developer, Dan Rigney of RGC Multifamily. The 6.50-acre property was annexed into the city in 2009 as part of an approximately 20-acre area on the north side of Old Settlers Blvd. No zoning was applied to this area upon annexation. The adjacent property to the west was zoned as OF-1 (General Office) on November 4, 2021.

The PUD (Planned Unit Development) district provides for townhomes to be built at a height of three stories instead of the two and one-half stories permitted in the TH (Townhouse) zoning district. The development will also provide three amenities instead of the two required in the TH district. In addition, there will be a minimum ten-foot setback, including a masonry wall and trees, from the adjacent residential neighborhood to the east. Finally, the front or rear of the living units are prohibited from facing the neighborhood. The aforementioned PUD requirements exceed those of the TH district, providing a superior development than would otherwise be permitted under the Zoning and Development Code.

The Planning and Zoning Commission held a public hearing and voted 9-0 to recommend approval of the zoning. There were no speakers at the public hearing.

ORDINANCE NO. O-2022-021

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 6.50 ACRES OF LAND OUT OF THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS PLANNED UNIT DEVELOPMENT (PUD) NO. 135; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has annexed 6.50 acres of land out of the Willis Donaho Survey, Abstract No. 173 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 1st day of December, 2021, 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 Planned Unit Development (PUD) No. 135, and

WHEREAS, on the 13th day of January, 2022, 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 Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Sections 10-20 and 10-22, Code of Ordinances (2018 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 hereby determined the Planned Unit Development (PUD) No. 135 meets the following goals and objectives:

- (1) The development in PUD No. 135 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 135 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 135 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 135 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 135 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter

designated as, Planned Unit Development (PUD) No. 135, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 135 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2022.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2022.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

PROPERTY DESCRIPTION:

BEING A 6.500 ACRE TRACT OF LAND SITUATED IN THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO HOSSAIN MEHRABIAN AND WIFE, ORLENA MEHRABIAN, AS RECORDED IN VOLUME 2386, PAGE 208, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE WEST CORNER OF SAID MEHRABIAN TRACT AND THE SOUTH CORNER OF LOT 4, BLOCK B, OF SADDLE BROOK I, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, SLIDE 40, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAID IRON ROD BEING ON THE NORTHEAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO ROBERT D. WARREN AND WIFE, LISA A. WARREN, AS RECORDED IN VOLUME 1519, PAGE 216, SAID DEED RECORDS;

THENCE NORTH 72° 38' 59" EAST, A DISTANCE OF 136.00 FEET ALONG THE COMMON LINE OF SAID MEHRABIAN TRACT AND SAID LOT 4 TO A 1/2-INCH IRON ROD FOUND AT THE COMMON CORNER OF SAID MEHRABIAN TRACT, SAID LOT 4, AND LOT 5, SAID BLOCK B;

THENCE NORTH 72° 30' 49" EAST, A DISTANCE OF 135.78 FEET ALONG THE COMMON LINE OF SAID MEHRABIAN TRACT AND SAID LOT 5 TO A FENCE CORNER AT THE NORTH CORNER OF SAID MEHRABIAN TRACT AND THE EAST CORNER OF SAID LOT 5, SAID FENCE CORNER BEING ON THE SOUTHWEST LINE OF SETTLERS OVERLOOK, SECTION 1, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET X, SLIDE 281, AFORESAID PLAT RECORDS;

THENCE SOUTH 19° 08' 06" EAST (DEED = SOUTH 19° 07' 00" EAST), A DISTANCE OF 1,327.03 FEET ALONG THE NORTHEAST LINE OF SAID MEHRABIAN TRACT TO A 1/2-INCH IRON ROD FOUND ON THE NORTH LINE OF E. OLD SETTLERS BOULEVARD;

THENCE NORTH 88° 38' 40" WEST, A DISTANCE OF 221.68 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF AFORESAID MEHRABIAN TRACT AND THAT CERTAIN TRACT OF LAND CONVEYED IN DEED AS "2" TO BROOKS CLARK PROPERTIES, LTD., AS RECORDED IN INSTRUMENT NO. 2003114990, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (DESCRIBED BY METES AND BOUNDS IN VOLUME 790, PAGE 888, AFORESAID DEED RECORDS);

THENCE NORTH 18° 51' 20" WEST, A DISTANCE OF 984.49 FEET ALONG THE COMMON LINE OF SAID MEHRABIAN AND BROOKS TRACTS TO A 1/2-INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID BROOKS TRACT;

THENCE SOUTH 71° 32' 46" WEST (DEED = SOUTH 71° 11' 00" WEST), A DISTANCE OF 68.60 FEET (DEED = 69.48 FEET) ALONG SAID COMMON LINE TO A 1/2-INCH IRON ROD FOUND AT THE MOST NORTHERLY SOUTH CORNER OF SAID MEHRABIAN TRACT AND THE EAST CORNER OF AFORESAID WARREN TRACT;

THENCE NORTH 19° 10' 44" WEST (DEED = NORTH 18° 49' 00" WEST), A DISTANCE OF 272.28 FEET ALONG THE COMMON LINE OF SAID MEHRABIAN AND WARREN TRACTS TO THE POINT OF BEGINNING AND CONTAINING 283,132 SQUARE FEET OR 6.500 ACRES OF LAND.

THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:
(109)-EASEMENT, VOL. 238, PG. 15, R.P.R.W.C.T.
(109)-EASEMENT, VOL. 308, PG. 22, R.P.R.W.C.T.

FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48491C0492 F, DATED DECEMBER 20, 2019.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER LISTED HEREON. PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERGROUND HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE RECORDED DEED.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE, UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

GF#: 21-629001-RR

BORROWER: RGC MULTIFAMILY OR ASSIGNEE

TITLE CO.: CAPITAL TITLE

PREMIER JOB #: 21-04448

TECH: MSP DATE: 10/29/21

FIELD: MW FIELD DATE: 10/28/21

3434 E. OLD SETTLERS BOULEVARD
CITY OF ROUND ROCK
TRAVIS COUNTY, TEXAS

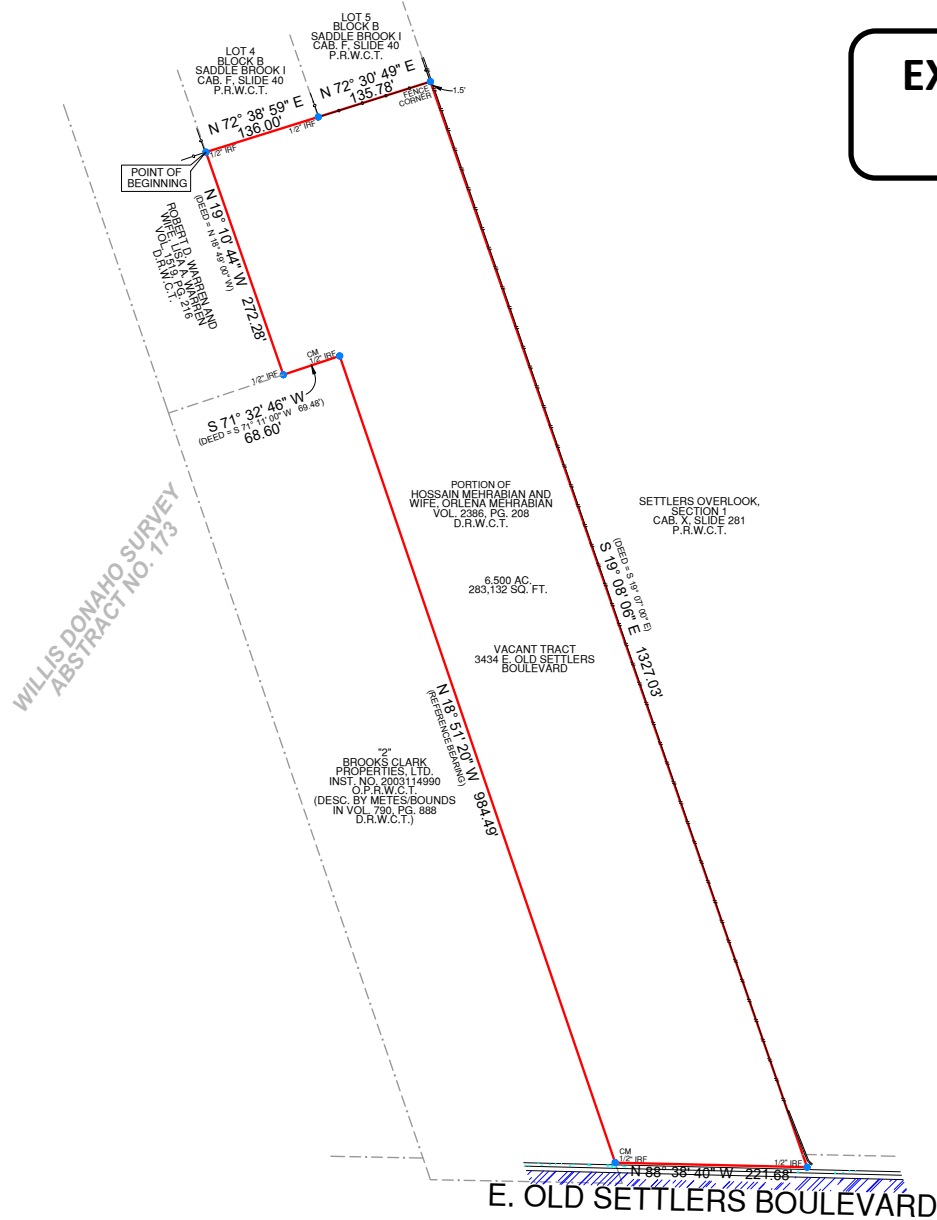
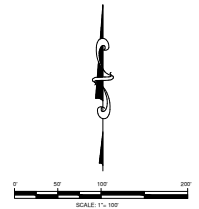


EXHIBIT
"A"



CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
IRON ROD	WROUGHT IRON FENCE
WOOD	BARB WIRE FENCE
STONE	R.T. TIE RETAINING WALL
GRAVEL	BRICK WALL
CONTROLLED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRP = IRON ROD FOUND
	IPP = IRON PIPE FOUND
	IRS = IRON ROD SET W/ CAP
	STAMPED "PREMIER SURVEYING"
	WFPC = WOOD FENCE COR POST

Sandy Steed
Esquire, Officer Branch Manager
Capital Title
A Standish Company
2300 Greenhill Dr #1000 | Round Rock, TX 78664
office (512) 330-4180 | fax (800) 476-5156
solving@cttl.com

Premier
Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200



**DEVELOPMENT PLAN
OLD SETTLERS TOWNHOMES
PLANNED UNIT DEVELOPMENT NO. 135**

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

THIS DEVELOPMENT PLAN (this “**Plan**”) is made and entered by and between the CITY OF ROUND ROCK, TEXAS, a Texas municipal corporation, 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the “City”, and Hossain & Orlena Mehrabian, their successors and assigns, 3200 Old Settlers Blvd, Round Rock, TX 78665 (hereinafter referred to as the “Owner”).

WHEREAS, the Owner is the owner of certain real property consisting of 6.50 acres, as more particularly described in **Exhibit “A” (Legal Description)**, (herein after referred to as the “Property”) attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Unit Development (the "PUD"); and

WHEREAS, pursuant to Section 46-106 of the Code of Ordinances of the City of Round Rock, Texas, the Owner has submitted Development Standards setting forth the development conditions and requirements within the PUD, which Development Standards are contained in Section II of this Plan; and

WHEREAS, the City has held two public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on December 1, 2021, the City's Planning and Zoning Commission recommended approval of the Owner's application for PUD zoning; and

WHEREAS, the City Council has reviewed the proposed Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City;

NOW THEREFORE:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications are approved as stated in Section II.8.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation, or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Section 1-32, Code of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1. Severability

In case one or more provisions contained in this Plan are deemed invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

4.2 Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County, Texas.

4.2. Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II.

OLD SETTLERS TOWNHOMES DEVELOPMENT STANDARDS

1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as "the Code."

2. **PROPERTY**

This Plan covers approximately 6.50 acres of land located within the City of Round Rock, Texas, and more particularly as described in **Exhibit "A"**.

3. **PURPOSE**

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

4. **APPLICABILITY OF CITY ORDINANCES**

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the **TH (Townhouse)** zoning district and other sections of the Code, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2 Concept Plan

This Plan, as depicted in **Exhibit "B"**, shall serve as the Concept Plan required by Part III, Section 10-26 of the Code, as amended.

4.3 Other Ordinances

All other Ordinances within the Code, in existence upon the date of adoption of this ordinance, shall apply to the Property, as applicable and as amended, except as clearly modified by this Plan. In the event of a conflict the terms of this Plan shall control.

5. **LAND USES**

The use shall be Townhouse, Common Lot, with a maximum number of 78 living units, in addition to the remaining permitted uses in the **TH (Townhouse)** zoning district contained in Section 2-25 of the Code.

6. **DENSITY AND DEVELOPMENT STANDARDS**

6.1 **Height**

Maximum building height shall be three (3) stories, not to exceed 45 feet.

6.2 **Building Orientation**

All buildings, garages and balconies shall be oriented with the front and rear facing the south and north, so that no front or rear of the structures face the adjacent single family lots to the east.

7. **AMENITIES AND LANDSCAPE BUFFER**

7.1 **Amenities**

The following three amenities shall be provided, in accordance with Part III, Chapter 2, Article II, Section 2-20 of the code:

- 1) Playground equipment
- 2) Fenced dog park, to measure no smaller than 2,500 sq. ft. with a min. depth 25 ft.
- 3) Picnic area, to contain no fewer than two tables and two cooking grills

7.2 **Compatibility Buffer**

- 1) A setback of a minimum of 10 feet in width along the eastern property line, abutting single family lots, as indicted on **Exhibit 'B'**, shall be provided.
- 2) Use of the area within the setback shall be limited to fencing, landscaping, and natural drainage. No buildings, parking areas, refuse containers or similar development shall be permitted.
- 3) The following shall be required within the setback:
 - a) A pre-cast concrete panel or architectural concrete masonry unit (CMU) fence, with materials, construction standards, and miscellaneous requirements as follows:
 - i. Pre-cast concrete panels shall be installed per manufacturer's specifications.
 - ii. Construction details or shop drawings must be sealed by a civil engineer, structural engineer, or landscape architect and provided prior to the issuance of a building permit.
 - iii. Both sides of the fence shall have a finished face; and
 - iv. The fence shall have a minimum height of six (6) feet.
 - b) A landscape buffer at least eight (8) feet wide with one large tree with a minimum of three (3) caliper inches per 50 linear feet and one medium tree with a minimum of two (2) caliper inches per 50 linear feet. The trees shall be selected from the list of approved evergreen tree species in Appendix B of the Tree Technical Manual, City of Round Rock.

8. CHANGES TO DEVELOPMENT PLAN

8.1 Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively if approved in writing by the Director of Planning and Development Services and the City Attorney.

8.2 Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

LIST OF EXHIBITS

Exhibit "A"	Survey
Exhibit "B"	Concept Plan

PROPERTY DESCRIPTION:

BEING A 6.500 ACRE TRACT OF LAND SITUATED IN THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO HOSSAIN MEHRABIAN AND WIFE, ORLENA MEHRABIAN, AS RECORDED IN VOLUME 2386, PAGE 208, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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GENERAL NOTES

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- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEASURING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE, UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

GF#: 21-629001-RR

BORROWER: RGC MULTIFAMILY OR ASSIGNEE

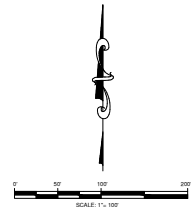
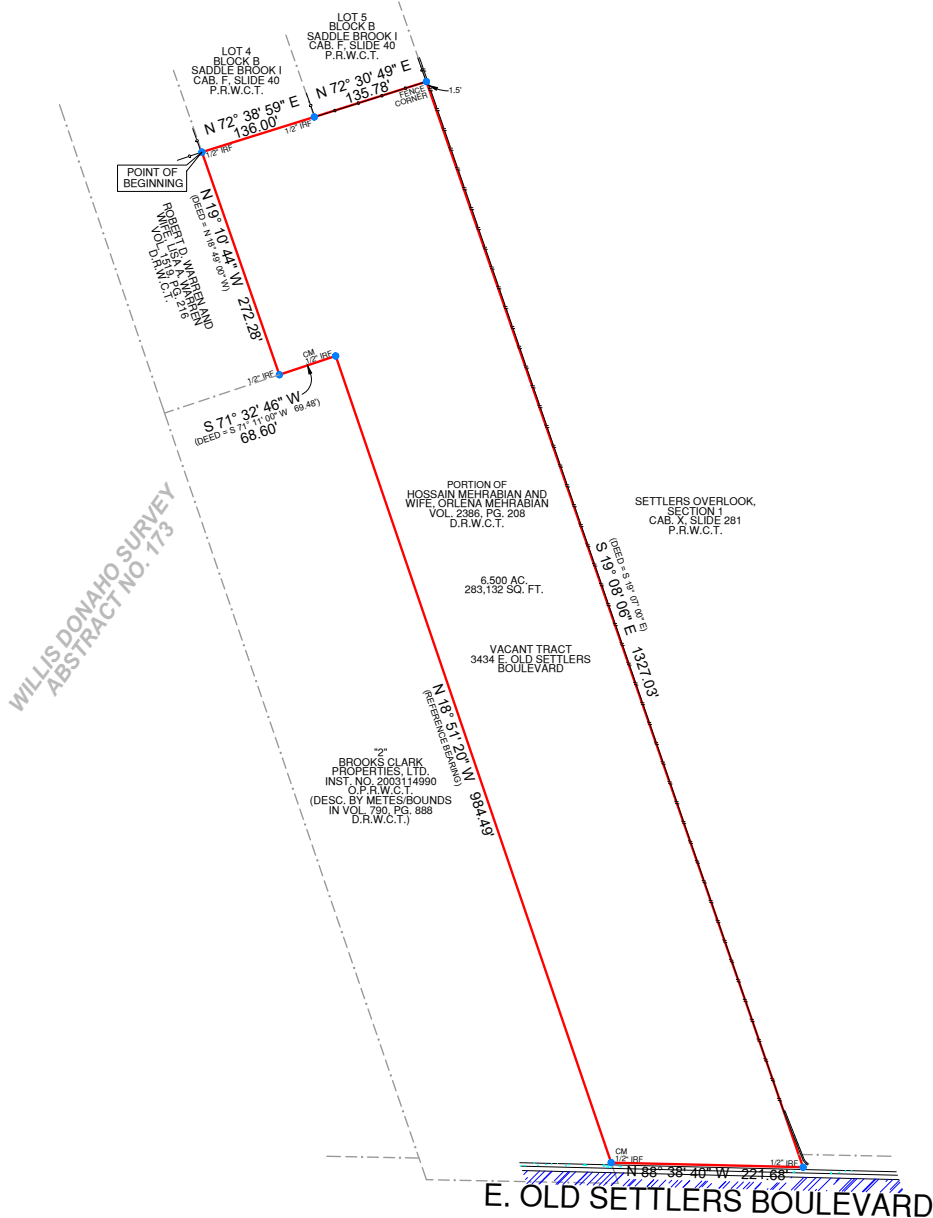
TITLE CO.: CAPITAL TITLE

PREMIER JOB #: 21-04448

TECH: MSP DATE: 10/29/21

FIELD: MW FIELD DATE: 10/28/21

3434 E. OLD SETTLERS BOULEVARD
CITY OF ROUND ROCK
TRAVIS COUNTY, TEXAS



CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
WOOD	WROUGHT IRON FENCE
STONE	BARB WIRE FENCE
GRAVEL	R.T. TIE RETAINING WALL
CONTROLLED AREA	BRICK WALL
CM = CONTROLLING MONUMENT	STONE WALL
	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRP = IRON ROD FOUND
	IPP = IRON PIPE FOUND
	IRS = IRON ROD SET W/ CAP
	STAMPED "PREMIER SURVEYING"
	WFPC = WOOD FENCE COR POST


Sandy Steed
Esquire, Officer Branch Manager

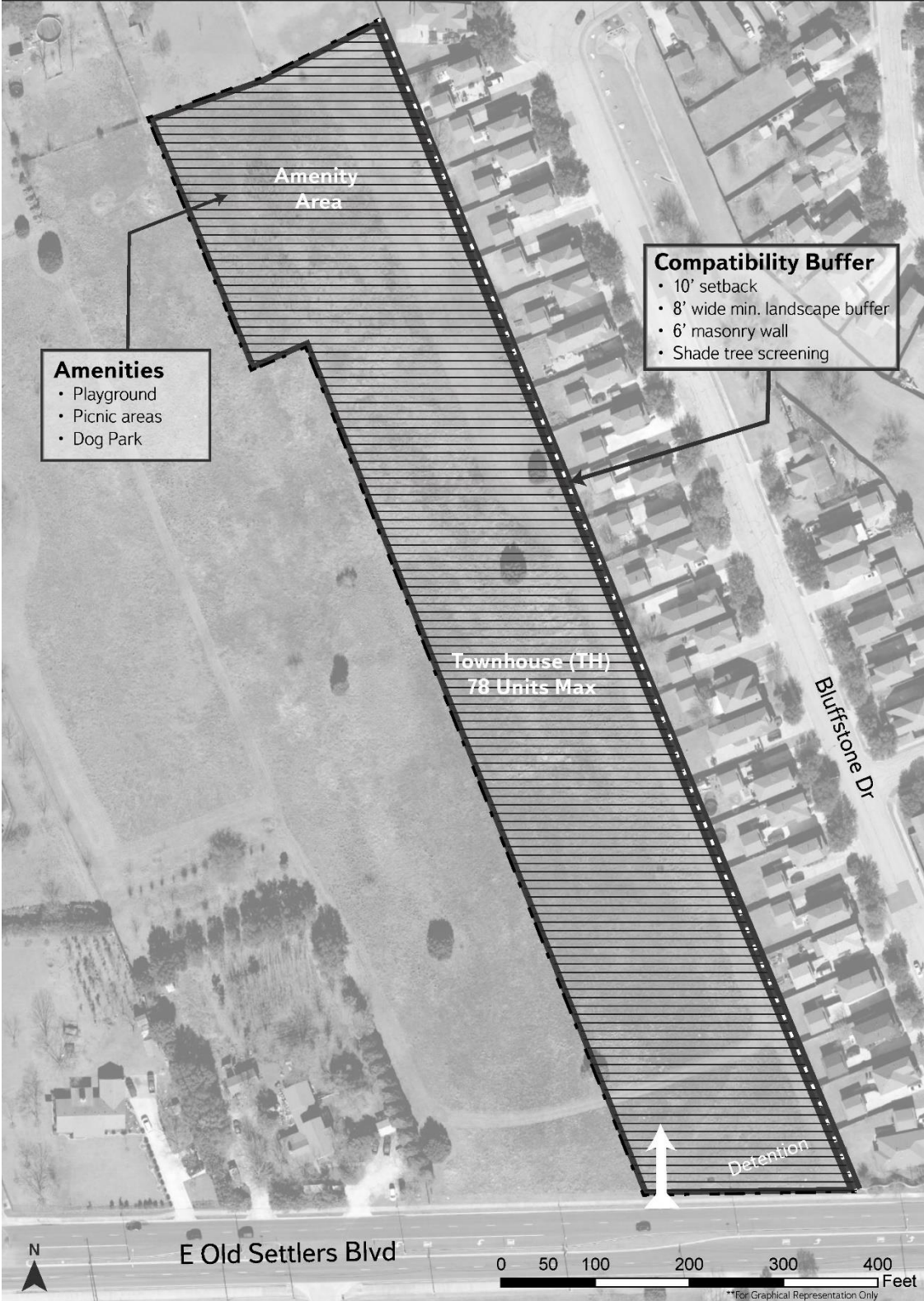
Capital Title
A Stanback Company
2300 Greenhill Dr #1000 | Round Rock, TX 78664
office (512) 330-4180 | fax (800) 476-5156
solving@cttl.com

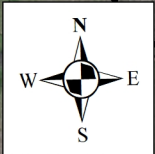

Premier
Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200



EXHIBIT 'B'

Old Settlers Townhomes
Planned Unit Development





Abandoned Railroad ROW

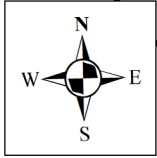
**Subject Tract
6.50 ac.**

Bluffstone Dr

E Old Settlers Blvd

City Limit
ETJ

N Kenney Fort Blvd



**Subject Tract
6.50 ac.**

Abandoned Railroad ROW

PUD

OF-1

Bluffstone Dr

SF2

PUD

UNZ

UNZ

BP

UNZ

UNZ

UNZ

E Old Settlers Blvd

UNZ

UNZ

City Limit
ETJ

C2

C2

OS

N Kenney Fort Blvd

MF-1

LI



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider one appointment to the Clean Air Coalition.

Type: Appointment

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director:

Cost:

Indexes:

Attachments: CAC Bylaws Revised

Department: Administration

Text of Legislative File TMP-22-0007

Central Texas Clean Air Coalition of the Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new or expanded businesses that would bring economic development to the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 1/13/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-22-0001