



# 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

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Thursday, October 27, 2022

6:00 PM

City Council Chambers, 221 East Main St.

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**A. CALL MEETING TO ORDER**

**B. ROLL CALL**

**C. PLEDGES OF ALLEGIANCE**

**D. CITIZEN COMMUNICATION**

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

**E. STAFF PRESENTATIONS:**

- E.1 [Consider a presentation and department update from the Parks and Recreation Department.](#)

**F. CONSENT AGENDA:**

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

- F.1 [Consider approval of the minutes from the October 13, 2022 Council meeting.](#)
- F.2 [Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances \(2018 Edition\), by increasing the residential charge for the collection of refuse and recycling services. \(Second Reading\)](#)
- F.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Varsity Brands Holding Co. for the purchase of athletic supplies and exercise equipment.](#)



- F.4 [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc."](#)
- F.5 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of City vehicles.](#)
- F.6 [Consider a resolution authorizing the Mayor to execute an Agreement with D.H. Pace Company, Inc. for the purchase of gate maintenance and repair services.](#)
- F.7 [Consider a resolution authorizing the Mayor to execute an Agreement with Gail Hester d/b/a Hester's Automotive and Body Shop for auto body and/or paintless dent repair services.](#)
- F.8 [Consider a resolution authorizing the Mayor to execute an Agreement with House of Dents, Inc. for auto body and/or paintless dent repair services for City vehicles.](#)
- F.9 [Consider a resolution authorizing The Mayor to execute and Agreement with ABM Industry Groups, LLC for the purchase of facility maintenance and operation services, including high rafter cleaning.](#)
- G. APPOINTMENTS:**
- G.1 [Consider confirmation of the City Manager's appointment of one \(1\) member to the Civil Service Commission to fill an unexpired term.](#)
- H. RESOLUTIONS:**
- H.1 [Consider a resolution denying an application to increase rates submitted by Oncor Electric Delivery Company LLC's related to Oncor's statement of intent to increase rates filed on or about May 13, 2022 and requiring Oncor to reimburse the Alliance of Oncor Cities' rate case expenses.](#)
- H.2 [Consider a resolution authorizing the Mayor to execute a Non-Exclusive License Agreement with Google Fiber Texas LLC for the Use of City Public Right of Way for Network Facility Installation.](#)
- H.3 [Consider a resolution authorizing the Mayor to execute an Agreement with SDI Presence, LLC for professional consulting services related to public safety software.](#)
- H.4 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with Hensel Phelps Construction Co. for the Library Project.](#)
- H.5 [Consider a resolution authorizing the Mayor the execute a Standard Form of Agreement between Owner and Architect with McKinney Architects Inc. for the Griffith Building Remodel and Paseo Project.](#)
- H.6 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with J.D. Abrams, LP for the University Boulevard Expansion Project.](#)
- H.7 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with Chasco Constructors for the Oakmont Drive Extension Project.](#)
- H.8 [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with BGE, Inc. for the Red Bud Lane North Project.](#)



- H.9 [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Curtis & Michelle Rugely for the purchase of a 0.105 acre parcel required for construction of the proposed Red Bud South Roadway Project.](#)
- H.10 [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Texas Properties, LLC for the purchase of a 0.075 acre parcel required for construction of the proposed Red Bud South Roadway Project.](#)
- H.11 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Alpha Paving Industries, LLC for the 2021 SMP B - Round Rock West & South Creek Project.](#)
- H.12 [Consider a resolution authorizing the Mayor to execute an Agreement with David Walther for transportation operations consulting services.](#)
- H.13 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Freese and Nichols, Inc. for the Chisholm Trail South - Waterline Replacement Project.](#)
- H.14 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Kenney Fort 24-inch Reuse Line Extension Project.](#)
- H.15 [Consider a resolution authorizing the Mayor to execute an Agreement with CONSOR Engineers, LLC for tank cleaning services.](#)
- H.16 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CDM Smith, Inc. for the 2022 Water Master Plan Update Project.](#)
- H.17 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for the 2022 Wastewater Master Plan Update Project.](#)
- H.18 [Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 3.12 acres located east of Warner Ranch Drive and south of A.W. Grimes.](#)

**I. ORDINANCES:**

- I.1 [Consider public testimony regarding, and an ordinance annexing approximately 3.12 acres located east of Warner Ranch Drive and south of S. A.W. Grimes. \(First Reading\)\\*](#)
- I.2 [Consider public testimony regarding, and an ordinance approving Amendment No. 1 to Planned Unit Development \(PUD\) No. 134 to allow single family detached residential units on a common lot, located east of Warner Ranch Drive and south of A.W. Grimes Boulevard. \(First Reading\)\\*](#)

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



**K. ADJOURNMENT**

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

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

*§551.071 Consultation with Attorney*

*§551.072 Deliberations regarding Real Property*

*§551.073 Deliberations regarding Gifts and Donations*

*§551.074 Personnel Matters*

*§551.076 Deliberations regarding Security Devices*

*§551.087 Deliberations regarding Economic Development Negotiations*

**POSTING CERTIFICATION**

*I certify that this notice of the Round Rock City Council Meeting was posted on the 21 day of October 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**

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

**Type:** City Council Presentation

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Parks & Recreation

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**Text of Legislative File TMP-22-0937**





# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

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**Title:** Consider approval of the minutes from the October 13, 2022 Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:**

**Indexes:**

**Attachments:** 101322 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0938**





# City of Round Rock

## Meeting Minutes - Draft

### City Council

Thursday, October 13, 2022

#### CALL MEETING TO ORDER

*The Round Rock City Council met in regular session on Thursday, October 13, 2022 in the City Council chambers located at 221 E. Main Street, Round Rock, Mayor Morgan called the meeting to order at 6:00 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 along with members of Scout Troop 345, led the following Pledges of Allegiance: United States and Texas*

*Mayor Morgan went out of agenda order and considered E.1, F.1, and G.1 next.*

#### APPOINTMENTS:

##### **E.1** [Consider appointment of the City Attorney.](#)

*Judge Alan McGraw swore Stephanie Sandre in as City Attorney. Attorney Sandre said a few words and Mayor and Council welcomed her to the position.*



**MAYOR'S SPECIAL RECOGNITION**

- F.1**     [Consider Mayor's Special Recognition Award for Laurie Lawrence and Ashton Aguillard for their courageous actions assisting Fred Anders when his vehicle caught fire on May 23, 2022.](#)

*Mayor Morgan, Council Member Ortega and Chief Glaiser recognized Laurie Lawrence and Ashton Aguillard for their courageous actions in helping Mr. Anders. Mr. Anders spoke and thanked them.*

**PROCLAMATIONS:**

- G.1**     [Consider proclaiming October 2022 as "Breast Cancer Awareness Month" in the City of Round Rock.](#)

*Council Member Stevens read and presented the proclamation.*

*Mayor Morgan returned to item E.1 and the following action was taken.*

**APPOINTMENTS:**

- E.1**     [Consider appointment of the City Attorney.](#)

**A motion was made by Council Member Montgomery, seconded by Council Member Ortega, to approve the appointment of Stephanie Sandre as City Attorney. 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

*Mayor Morgan returned to regular agenda order.*

**CITIZEN COMMUNICATION**

*R.J. Barber, 1700 Goodson Lane, Round Rock, provided photos as a follow up to his comments at a previous meeting.*



**STAFF PRESENTATIONS:****H.1**     [Consider a presentation and department update from Utilities and Environmental Services.](#)

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

**H.2**     [Consider a presentation regarding the results of the City's biennial survey.](#)

*Sara Bustilloz, Communications Director and Ryan Murray with the ETC Institute made the presentation.*

**APPROVAL OF MINUTES:****I.1**     [Consider approval of the minutes from the September 22, 2022 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

**RESOLUTIONS:****J.1**     [Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for the upgrade of radio hardware and software for the Greater Austin-Travis County Regional Radio System Program and a related Communications Products Agreement.](#)

*Assistant Chief Justin Carmichael made the staff presentation.*

**A motion was made by Council Member Baker, 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

**J.2**     [Consider a resolution authorizing the Mayor to execute an Agreement with Commercial Chemical Products Inc. dba "Poolsure" for purchase of pool treatment chemicals.](#)

*Rick Atkins, Parks and Recreation 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

**J.3**     [Consider a resolution expressing official intent to reimburse certain project expenditures for trails, parks, public safety, and the BCRUA regional water treatment plant as well as cost of acquiring certain vehicles and equipment.](#)

*Susan Morgan, CFO made the staff presentation.*

**A motion was made by Council Member Ortega, 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



**J.4**      [Consider a resolution authorizing the Mayor to execute a Development Agreement with VPDF Sauls Ranch, LLC regarding a single-family residential development located at 2301 Hairy Man Road.](#)

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

**J.5**      [Consider a resolution authorizing the Mayor to execute a Contract with McDonald Municipal and Industrial for the Water Distribution System Generator Project.](#)

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

**A motion was made by Mayor Pro-Tem Flores, 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

**J.6**      [Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Lake Creek Wastewater Line Replacement Project.](#)

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

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



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

**Nays:** 0

**Absent:** 0

**J.7**     [Consider a resolution authorizing the Mayor to execute an Amendment to Residential Services Rate with Central Texas Refuse, LLC.](#)

*Michael Thane, Utilities and Environmental Services Director made the presentation for J.7, J.8, and K.1, all together.*

**A motion was made by Council Member Stevens, 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

**J.8**     [Consider a resolution authorizing the Mayor to execute a Second Amendment to the Amended and Restated Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, LLC](#)

**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

#### ORDINANCES:

- K.1** Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances (2018 Edition), by increasing the residential charge for the collection of refuse and recycling services. (First Reading)  
(Requires Two Readings)

A motion was made by Mayor Pro-Tem Flores, seconded by Council Member Stevens, to approve the first reading 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

##### EXECUTIVE SESSION:

- M.1** [Consider Executive Session as authorized by §551.087 Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.](#)
- M.2** [Consider Executive Session as authorized by §551.072 Government Code, related to the purchase, sale, and/or value of real property located at the southeast corner of Red Bud Lane and County Road 123.](#)

*Council adjourned into executive session. Mayor Morgan called the session to order at 8:00 pm and adjourned at 8:40. Council returned to regular session, no action was taken.*

#### ADJOURNMENT

*There being no further business, Mayor Morgan adjourned at 8:41 PM.*

*Minutes by:*

*Meagan Spinks, City Clerk*





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.2

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**Title:** Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances (2018 Edition), by increasing the residential charge for the collection of refuse and recycling services. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:**

**Indexes:**

**Attachments:** Ordinance

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2022-327

With the approval of a resolution for a Residential Services Rate increase for Central Texas Refuse (CTR), the City is required to amend the ordinance setting the rate charged to customers in the City. The change in the rate includes a 98 cent increase to CTR and a 10 cent increase to the City's Support Cost for a total increase of \$1.08 per month. The Support Cost is for the City to cover all expenses associated with the solid waste program, including operating the Recycling Center on Deepwood Drive as well as providing funds for street maintenance in the City. The 10 cent increase will also help the City recoup the fuel recovery payment that the City will make to CTR, if approved by Council. First reading was approved at the October 13, 2022 Council meeting.



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

That Chapter 32, Section 32-33(a)(2), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

(a) *Residential.*

- ## II.

### III.

**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



1 and that such meeting was open to the public as required by law at all times during  
2 which this Ordinance and the subject matter hereof were discussed, considered and  
3 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas  
4 Government Code, as amended.

5 **READ** and **APPROVED** on first reading this the \_\_\_\_\_ day of  
6 \_\_\_\_\_, 2022.

7 **READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_\_ day of  
8 \_\_\_\_\_, 2022.

9  
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11 \_\_\_\_\_  
12 CRAIG MORGAN, Mayor  
13 City of Round Rock, Texas  
14

15 ATTEST:

16  
17 \_\_\_\_\_  
18 MEAGAN SPINKS, City Clerk  
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# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.3

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Varsity Brands Holding Co. for the purchase of athletic supplies and exercise equipment.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$180,000.00

**Indexes:** General Fund; Sports & Community Venue Tax; Multipurpose Complex Fund

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

**Department:** Parks & Recreation

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### **Text of Legislative File 2022-330**

This three (3) year agreement utilizes an existing BuyBoard contract for the purchase of athletic equipment and supplies used at various City facilities, programs and leagues. The contract will be utilized by both PARD and Sports Management & Tourism.

The agreement is for a not-to-exceed amount of \$180,000 for the total term of the agreement (March 31, 2025). The combined average spend is typically around \$45,000 per year between both departments.

**Cost:** \$180,000

**Source of Funds:** General, Sports & Community Venue Tax, & Multipurpose Complex Funds



**RESOLUTION NO. R-2022-330**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase athletic, physical education, gymnasium supplies and equipment and heavy duty exercise equipment; and

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

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

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

**WHEREAS**, Varsity Brands Holding Co. is an approved vendor of Buy Board; and

**WHEREAS**, the City desires to purchase said goods and services from Varsity Brands Holding Co. through Buy Board Contract No. 665-22, 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 Athletic Supplies and Exercise Equipment with Varsity Brands Holding Co., 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 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



**CITY OF ROUND ROCK**  
**AGREEMENT FOR THE PURCHASE OF**  
**ATHLETIC SUPPLIES AND EXERCISE EQUIPMENT**  
**WITH**  
**VARSIY BRANDS HOLDING CO.**

**THE STATE OF TEXAS**

**CITY OF ROUND ROCK**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

§  
§  
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**KNOW ALL BY THESE PRESENTS:**

THAT THIS AGREEMENT for the purchase of athletic, physical education, gymnasium supplies and equipment and heavy duty exercise 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 \_\_\_\_\_, 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 VARSITY BRANDS HOLDINGS CO. DBA BSN SPORTS, LLC, whose offices are located at 14460 Varsity Brands Way (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase athletic, physical education, gymnasium supplies and equipment and heavy duty exercise equipment; and

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

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 665-22 to receive pricing and services as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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



## **1.01 DEFINITIONS**

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

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

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

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

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

## **2.01 EFFECTIVE DATE AND TERM**

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

B. The term of this Agreement shall be from the effective date of the Agreement until March 31, 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 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 Eighty Thousand and No/100 Dollars (\$180,000.00)** 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 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 or services from another supplier or suppliers.

#### **12.01 INSURANCE**

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

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

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



David Buzzell  
Assistant Parks and Recreation Director  
301 West Bagdad Avenue  
Suite 250  
Round Rock, Texas 78664  
(512) 341-3345  
[dbuzzell@roundrocktexas.gov](mailto:dbuzzell@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 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 the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

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



The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

## **19.01 ASSIGNMENT AND DELEGATION**

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

## **20.01 NOTICES**

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

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

### **Notice to Vendor:**

Varsity Brands Holdings Co.  
Dba "BSN Sports, LLC"  
14460 Varsity Brands Way  
Farmers Branch, TX 75244

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

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



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

## **21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

## **22.01 EXCLUSIVE AGREEMENT**

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

## **23.01 DISPUTE RESOLUTION**

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

## **24.01 SEVERABILITY**

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

## **25.01 MISCELLANEOUS PROVISIONS**

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

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully



responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to 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: \_\_\_\_\_

**Varsity Brands Holdings Co.**

By: John Stafford  
Printed Name: John Stafford  
Title: Sr. Bid Specialist  
Date Signed: 9/22/2022

**Attest:**

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

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

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



## Exhibit "A"

### 1 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

#### Item Attributes

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

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

### 2 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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



## Item Attributes

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

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

BSN Sports /US Games

**3 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Apparel, Clothing, Footwear and Shoes.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  0%

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

### 4 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Football Helmets** (new and reconditioned). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  8%

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

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

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

#### Item Attributes

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

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

BSN Sports /US Games

### 5 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  8%

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

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

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



## Item Attributes

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

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

BSN Sports /US Games

**6 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

### 7 Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for **All Elliptical Cross-Trainers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  8%

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

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

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

#### Item Attributes

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

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

BSN Sports /US Games

### 8 Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for **All Exercise Bicycles**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  8%

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

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

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



## Item Attributes

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

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

BSN Sports /US Games

**9 Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for All Stair Climbers. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

1  
0

### **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Treadmills**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

#### **Item Attributes**

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

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

1  
1

### **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Computerized Strength Training Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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



## Item Attributes

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

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

BSN Sports /US Games

1  
2

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

1  
3

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Plate Loaded Strength Training Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

### Item Attributes

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

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

1  
4

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Selectorized Strength Training Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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



# Exhibit "A"

## Item Attributes

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

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

BSN Sports /US Games

1  
5

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

1  
6

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

### Item Attributes

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

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

1  
7

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **Rental of All Types of Commercial Grade/Heavy-Duty Exercise Equipment** (Indoor/Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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



# Exhibit "A"

## Item Attributes

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

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

No response

1  
8

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Basketball Systems and Accessories** (all types including but not limited to backstops, backboards, scorer tables, goals wall mount, ceiling mount, folding, stationary, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 8%

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

1  
9

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Volleyball Systems and Accessories** (all types including but not limited to standards, nets, rope tensioners, boundary markers, antennae, floor plates, floor sleeves, floor anchors, judges stands, center standard center, transporters, wall storage hooks, protective pads, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

### Item Attributes

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

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



## Exhibit "A"

2  
0

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Spectator Seating and Accessories** (all types including but not limited to fixed, telescoping, portable, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  8%

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

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

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

### Item Attributes

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

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

BSN Sports /US Games

2  
1

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium (Indoor) Scoreboards and Accessories** (all types including but not limited to basketball, hockey, swimming, volleyball, wrestling, related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  8%

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

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

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



## Item Attributes

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

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

BSN Sports /US Games8

2  
2

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Divider Curtains and Accessories** (all types including but not limited to motorized, manual, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

2  
3

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Floor Mats and Accessories** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

### Item Attributes

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

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

2  
4

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Floor Covers, Rubberized Tile and Accessories** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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



## Item Attributes

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

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

BSN Sports /US Games

2  
5

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Wall Pads and Accessories** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games



## Exhibit "A"

2  
6

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Repair Parts** (for all types of gymnasium equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

### Item Attributes

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

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

2  
7

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Outdoor Sports Field Barrier Netting Products** (fence screens, windscreens, dugout screen and graphics, bleacher screen and graphics and other related items.) **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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



# Exhibit "A"

## Item Attributes

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

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

BSN Sports /US Games

2  
8

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **All Other Gymnasium and Outdoor Field Equipment and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

## Item Attributes

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

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

BSN Sports /US Games

2  
9

**Section IV: Installation and Repair Service** - Hourly Labor Rate for Installation/Repair Service of Service of Athletic, Physical Education, Commercial Grade/Heavy-Duty Exercise and Gymnasium/Outdoor Field Equipment, and Related Products -- **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

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



# Exhibit "A"

3  
0

**Section V: Evaluation Items:** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each.

**No Bid**

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

No response

## Alternate 1

**Section V: Evaluation Items:** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each.

Unit Price:  Total:

## Item Attributes

### 1. Specific Brand

Alt Wilson #WLWTF11031B

3  
1

**Section V: Evaluation Items:** Specified Brand and UOM: Volleyball; Tachikara SV5WS; Sensi-Tec® Micro-Fiber; Color: White; NFHS Approved Size; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.



# Exhibit "A"

## Item Attributes

### 1. Specific Brand

Tachikara#TACSV5WS

3  
2

**Section V: Evaluation Items:** Specified Brand and UOM: Basketball; Spalding SPA0283; Precision TF-1000; NFHS Approved and Official Size: 7 and 29.5"; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

Spalding # 1457060

3  
3

**Section V: Evaluation Items:** Specified Brand and UOM: Baseballs; Rawlings R100-H1; Color: White; NFHS Series; Dozen.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

Rawlings R100 H1#RWR100H1



## Exhibit "A"

3  
4

**Section V: Evaluation Items:** Specified Brand and UOM: Softballs; Rawlings C11RYLA fastpitch; Color: Optic Yellow; NFHS Series; Dozen.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement **and select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

### Item Attributes

#### 1. Specific Brand

3  
5

**Section V: Evaluation Items:** Specified Brand and UOM: Football Practice Pant (Youth); Russell Athletic PI-F25PFWF-BLK; Three-piece back; No-fly front; Envelope thigh and knee pad pockets; Color: Black; Size: Large.

**No Bid**

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

### Item Attributes

#### 1. Specific Brand



## Exhibit "A"

3  
6

**Section V: Evaluation Items:** Specified Brand and UOM: Basketball Shoes; Nike CK1069-005; Color: Black/University Red/White/Dark Grey; Size: Men's 11; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

### Item Attributes

#### 1. Specific Brand

3  
7

**Section V: Evaluation Items:** Specified Brand and UOM: Football Gloves; Under Armour Men's Blur 100 (1359086); Color: White/Metallic Silver; Size: Men's Large; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

### Item Attributes

#### 1. Specific Brand


**Response Total: \$409.96**





**Buyboard Bid #665-22 (4/1/2022 - 3/31/2023)**

**Athletic, PE, Gymnasium Supplies & Equipment & Heavy Duty Exercise Equipment & Related Accessories**

<b>Product Discount Schedule</b>	
<b>Product Category</b>	<b>Discount</b>
<b>PE Equipment &amp; Supplies (In Stock) yellow hi-lighted in catalog</b>	<b>22%</b>
<b>Athletic Equipment &amp; Supplies (In Stock) yellow hi-lighted in catalog</b>	<b>18%</b>
<b>Athletic &amp; PE Equipment &amp; Supplies (In Stock Drop Ship) not hi-lighted in catalog</b>	<b>8%</b>
<i>Key Product Categories:</i>	
Athletic & Physical Education Supplies & Equipment & Football Helmets	
<b>Athletic Clothing</b>	<b>35%</b>
<b>Athletic Shoes</b>	<b>30%</b>
<i>Key Product Categories:</i>	
Nike, Under Armour, Alleson & Rawlings team uniforms and staff apparel.	
Apparel custom booking (special price based) orders are excluded due to limited time availability & order deadlines.	
<b>Commercial Grade/Heavy Duty Exercise Equipment (In Stock) yellow hi-lighted in catalog</b>	<b>18%</b>
<b>Commercial Grade/Heavy Duty Exercise Equipment (In Stock Drop Ship) not hi-lighted in catalog</b>	<b>8%</b>
<i>Key Product Categories:</i>	
Treadmills, Exercise Bikes, Elliptical Cross-Trainers, Stair Climbers, Selectorized Strength Training Equipment, Computerized Strength Training Equipment, Plate Loaded Strength Training Equipment, Free Weights, & All Other Outdoor Exercise Equipment & Accessories.	
<b>Gymnasium &amp; Outdoor Field Equipment &amp; Supplies (In Stock) yellow hi-lighted in catalog</b>	<b>18%</b>
<b>Gymnasium &amp; Outdoor Field Equipment &amp; Supplies (In Stock Drop Ship) not hi-lighted in catalog</b>	<b>8%</b>
<i>Key Product Categories:</i>	
Gym Spectator Seating, Basketball Backstops, Backboards, Goals & Accessories, Gym Divider Curtains, Gym Wall Pads, Floor Mats, Volleyball Systems, Scoreboards, Floor Covers, Rubberized Tile, Barrier Netting, & All Other Outdoor Field Equipment & Accessories.	
<b>All Small Carrier Items shipping FedEx or UPS will be shipped FOB Destination within the continental US. 10% freight will apply for any truck shipments as indicated by the words "Ships Truck" on our website &amp; by the truck symbol in our catalog.</b>	
	
<b>Shipping charges of 30% will apply for orders to Alaska &amp; Hawaii</b>	
<b>Actual shipping charges apply to all shipments outside of the US.</b>	
<b>Discounts will apply to our most current published catalog &amp; cannot be combined with other discounts/promotions.</b>	

**Detailed Price List/Catalog is Attached**

**See Attached 1 page list of items excluded from discounts & requiring additional shipping**





BSN SPORTS

**BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID  
SPRING 2022 CATALOG – CATALOG PRICES VALID THRU 07/31/2022**

<u>PAGE</u>	<u>ITEM</u>	<u>DISCOUNT</u>
	<b>***All ATEC &amp; Jugs Products – Entire Catalog***</b>	<b>As Listed</b>
ALL	"While Supplies Last", Price Drop Limited Time Only Specials, & Closeout Items – Entire Catalog	As Listed
27	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
36	All Diamond Pro & Turface Products – Entire Page	Call for Pricing
50-53	All ATEC & Jugs Pitching Machines & Products & Accessories – Entire Pages	As Listed
51	All Sports Attack Pitching Machines & Feeders	As Listed
54	All True Pitch & ProMounds Portable Game Mounds – Entire Page	Call for Pricing
54	Pocket Radar Ball Coach – 1385511	As Listed
72	All Rawlings, Louisville Slugger & DeMarini BBCOR Bats – Entire Page	As Listed
73	Marucci Cat 9 BBCOR – 1458878	As Listed
77	Easton Ghost -10 Softball Bat – EAA113598	As Listed
78	Louisville Slugger LXT FP Softball Bat – WLWBL2543	As Listed
91	All-Star Catcher's Sets – 1458837 & 1458136	As Listed
95	All-Star Training & Focus Framer Gloves – 1459352 / 1459353 / 1459354	As Listed
98	All-Star Pro Internal Shell Chest Protector – 1459355	As Listed
105	Hot Shot Basketball Shooting Machine – 1399645	Call for Pricing
110	All Bison T-Rex Adjustable/Portable Systems – 895444XX & 20026189	Call for Pricing
128	Snap Attack Football Machine – 1390108	Call for Pricing
136	PowerDrive Beast – 1457883	Call for Pricing
141	EDown Digital Down Marker – 1453100	As Listed
146-157	All Razor Shoulder Pads & Back Plates & All Gear Pro-Tec Shoulder Pads – Entire Pages	As Listed
160	Schutt F7 VTD Collegiate & Varsity Vengeance Pro LTD II Football Helmets – Entire Page	As Listed
162	All Z-Cool JV/Youth Shoulder Pads – 1454455 & 1454463 – Entire Page	As Listed
167	Douglas Pro Arm Restraint – 1461014	As Listed
170	All End Zone Camera Systems	As Listed
171	All Porta Phone & MultiVoice Equipment – Entire Page	As Listed
186	SilentDrive Multi Fuel Forced Air Heater – 1459236	As Listed
201	STX Cell V Goalie Custom Gloves – 1459059	As Listed
226	All RageCage Portable Lacrosse Goals – 1369693 & 1375528	As Listed
228-231	All Closeout Corner Lacrosse Items – Entire Pages	As Listed
242	Select Blaze DB soccer ball 10/pack – 1456059	As Listed
268	All Sports Tutor Tennis Cube & Tennis Tutor Machines – Entire Page	As Listed
280-83	All Pole Vault Pits – Entire Pages	Call for Pricing
286-89	All High Jump Pits – Entire Pages	Call for Pricing
300	Gill Pacer One & Pacer FXV Pole Vault Poles – Entire Page	As Listed
324	Skill Attack Volleyball Machine – 1455136	As Listed
326	All EZ Flex Wrestling Mats – Entire Page	Call for Pricing
367	TrueForm Runner & Office Cruiser – 1460524 & 1460525	Call for Pricing
399-400	20' x 6' Outdoor Video Display – 1460612 & 28' x 9' Outdoor Video Display – 1460614	Call for Pricing
407	All Digital Scorer's Tables – 1390142 / 1390143 / 1390144	Call for Pricing
427	40' Standard Traverse Wall Package – 1188097	Call for Pricing
449	Belted Waist Baseball Pant – AA605P & AA605PY	As Listed

**\*Due to federal/local/departmental regulations in regard to conflict of interest, gratuities and kickbacks involving sealed bids:  
Internet & Catalog Promotional Offers and certificates cannot be used in conjunction with bid prices or bid awards.**





**US GAMES EXCEPTIONS TO PERCENTAGE OFF BID  
SPRING 2022 CATALOG - CATALOG PRICES VALID THRU 07/31/2022**

<b><u>PAGE</u></b>	<b><u>ITEMS</u></b>	<b><u>DISCOUNT</u></b>
ALL	"While Supplies Last" Items and Closeout products	As Listed
12-13	All FitnessGram Software - entire pages	As Listed
57	Nerf Pro Grip Football - 1375319	As Listed
111	All Traverse Wall Climbing Packages	Call for Pricing
112-114	All Climbing Wall Packages, Items & Accessories - entire pages	Call for Pricing
162-164	All Cardio Kids Fitnex Equipment - entire pages	Call for Pricing
165	FitDesk 3.0 Bike Desk - 1450234	As Listed
225	Nerf Pro Grip Football - 1375319	As Listed
237	Stallion 50 Complete Lacrosse Stick - 1388466	As Listed
244	Border Patrol - 96002XXX & 96003XXX	As Listed
266	All High Jump Pits - entire page	Call for Pricing
266	Economy Measuring Wheel - 1378131	As Listed
292	Bluetooth Digital Audio Travel Plus Platinum Set - 1453756	As Listed
294	Amplivox rechargeable battery pack for 25 W Megaphone - 1453097	As Listed

**\*Due to federal/local/departmental regulations in regard to conflict of interest, gratuities and kickbacks involving sealed bids: Internet & Catalog Promotional Offers and certificates cannot be used in conjunction with bid prices or bid awards.**



# 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.

BSN SPORTS, LLC  
Farmers Branch, TX United States

Certificate Number:

2022-937341

Date Filed:

09/23/2022

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.

665-22

athletic, physical education, gymnasium supplies and equipment and heavy-duty exercise equipment and for related goods and 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 John Stafford, and my date of birth is [REDACTED].

My address is BSN SPORTS, LLC (street) PO BOX 7726 (city) TX (state) 75209-0726 (zip code) USA (country)

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

Executed in Dallas County, State of TX, on the 23<sup>rd</sup> day of September, 2022.  
(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.**

BSN SPORTS, LLC  
Farmers Branch, TX United States

**Certificate Number:**  
2022-937341

**Date Filed:**  
09/23/2022

**Date Acknowledged:**  
10/13/2022

**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.**

665-22  
athletic, physical education, gymnasium supplies and equipment and heavy-duty exercise equipment and for related goods and 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:** F.4

---

**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$206,000.00

**Indexes:** General Fund

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

**Department:** Parks & Recreation

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### Text of Legislative File 2022-331

This council item asking for authorization to execute a supplemental agreement with Progressive Commercial Aquatics, Inc., adding \$206,000 to allow the Aquatics Division to purchase essential chemicals and pump room/attraction supplies to operate the City's Aquatics venues: Rock'N River Water Park, Micki Krebsbach Pool, Lake Creek Pool, Clay Madsen Recreation Center Pool, and the Prete Plaza fountain, utilizing the existing Buy Board Contract #613-20.

The addition is a result of unanticipated substantial repairs and maintenance that were required to keep pools operational. Repairs included: motors, pumps, and a pool heater that sustained damaged from the 2021 Winter Storm. Maintenance included installation of 3 UV Systems to meet updated Texas State Health Code regulations for water attractions.

**Cost:** \$206,000

**Source of Funds:** General Fund



**RESOLUTION NO. R-2022-331**

**WHEREAS**, the City of Round Rock (“City”) has previously entered into a “City of Round Rock Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc.” (“Agreement”); and

**WHEREAS**, City and Progressive Commercial Aquatics, Inc. desire to modify the Scope of Services and increase the Contract Amount by an additional \$206,000.00 as set forth in the Agreement; and

**WHEREAS**, the City Council desires to enter into Supplemental Agreement No. 1 with Progressive Commercial Aquatics, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc.,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**

**"A"**

**SUPPLEMENTAL AGREEMENT NO. 1  
TO "CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF SWIMMING POOL CHEMICALS,  
SUPPLIES AND EQUIPMENT  
WITH  
PROGRESSIVE COMMERCIAL AQUATICS, INC."**

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

This Supplemental Agreement No. 1 to "City of Round Rock Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc.," hereinafter called the "Supplemental Agreement No. 1," is made by and between the CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called "City," and PROGRESSIVE COMMERCIAL AQUATICS, INC., whose offices are located at 2510 Farrell Road, Houston, Texas 77073, hereinafter called "Vendor."

**WHEREAS**, City and Vendor executed an "Agreement for the Purchase of Swimming Pool Chemicals, Supplies and Equipment" on October 8, 202 by Resolution No. R-2021-0276; and

**WHEREAS**, Vendor is an approved Buy Board Vendor through Buy Board Contact #613-20 and City is a member of the Buy Board Cooperative Purchasing Program; and

**WHEREAS**, the Agreement states that the total amount of costs to be paid to Vendor shall not exceed **\$420,000.00** for the term of the Agreement; and

**WHEREAS**, the parties desire to modify the Scope of Services and increase the Contract Amount by an additional **\$206,000.00** as set forth herein;

**NOW THEREFORE**, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Vendor agree as follows:

**I.**

Section 5.01, *Costs*, is amended to read as follows:

A. City agrees to pay for supplies and services during the term of this Agreement at the pricing set forth in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when



needed by City, the costs listed on Exhibit "A," shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Six Hundred Twenty-Six Thousand and No/100 Dollars (\$626,000.00)** for the term of this Agreement.

## II.

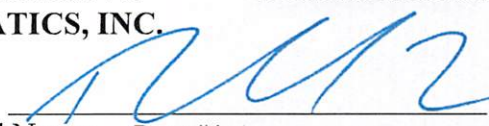
This Supplemental Agreement No. 1 shall extend the original Agreement as to costs only as set forth herein, with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and Vendor have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

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

**PROGRESSIVE COMMERCIAL  
AQUATICS, INC.**

By:  \_\_\_\_\_  
Printed Name: Russell Leto  
Title: President  
Date Signed: 09/26/2022

**ATTEST:**

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

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

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



# 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.**

Progressive Commercial Aquatics, Inc.  
Houston, TX United States

**Certificate Number:**  
2022-939458

**Date Filed:**  
09/29/2022

**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.**

Buy Board Contact #613-20  
swimming pool chemicals, 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 Russell Leto, and my date of birth is                     .

My address is 2510 Farrell 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 TX, on the 29 day of Sep, 20 22.  
(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.**

Progressive Commercial Aquatics, Inc.  
Houston, TX United States

**Certificate Number:**  
2022-939458

**Date Filed:**  
09/29/2022

**Date Acknowledged:**  
10/13/2022

**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.**

Buy Board Contact #613-20  
swimming pool chemicals, 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:** F.5

**Title:** Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of City vehicles.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$640,162.80

**Indexes:** Vehicle and Equipment Replacement Funds

**Attachments:** Resolution, Quotes, Form 1295

**Department:** General Services

### Text of Legislative File 2022-342

With this purchase order, General Services will establish a one-time purchase with Silsbee Ford for eleven (11) Ford vehicles. Two will replace wrecked patrol vehicles, and the other nine (9) are planned replacements of existing trucks as a part of our scheduled replacement process. They will be assigned to several departments within the city.

Police Patrol	21002-5330	55119001-6129	21002	60362	Ford F-350	Ford F-250 with low profile canopy and bed slide
Police Patrol	21002-5330	55119001-6129	21002	110055	Ford F-250	Ford F-150 Animal Control containment
Police Patrol	21002-5330	55119001-6129	21002	120032	Ford F-250	Ford F-150 Animal Control containment
Police Patrol	21002-5330	55119001-6129	21002	130033	Ford F-150	Ford F-150 LEST
Police Patrol	21002-5330	55119001-6129	21002	130058	Ford F- 250	Ford F-150 Animal Control containment
Police Patrol	21002-5330	55119001-6129	21002	200014	Explorer PIU Total Loss	Ford Explorer PIU
Police Patrol	21002-5330	55119001-6129	21002	180034	Explorer PIU Total Loss	Ford Explorer PIU
Fire Admin	22000-5330	55119001-6129	22000	50386	Ford Escape	Ford Explorer
Fire Admin	22000-5330	55119001-6129	22000	71354	Ford Explorer	Ford Explorer
PARD Parks	23003-5330	55119001-6129	23003	71382	Ford F-250	Ford F-250
TRANS-Traffic	27006-5330	55119001-6129	27006	150073	Ford F-250	Ford F-250 Crew Cab with Service body

**Cost:** \$640,162.80

**Source of Funds:** Vehicle and Equipment Replacement Funds







**RESOLUTION NO. R-2022-342**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase vehicles for several departments within the City; 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 Interlocal Purchasing System (“TIPS”) is a cooperative purchasing program administered by the Region 8 Education Service Center for the purpose of procuring goods and services for its members; and

**WHEREAS**, the City is a member of TIPS; and

**WHEREAS**, Silsbee Ford is an approved vendor of TIPS; and

**WHEREAS**, the City wishes to issue a purchase order to Silsbee Ford to purchase said vehicles through TIPS, 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 Silsbee Ford for the purchase of City vehicles.

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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-250 CREW CAB.

Date: October 13, 2022

A. Bid Item: 150073

A. Base Price: \$ 33,371.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP	\$ 1,100.00			
	6.2L V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA				
	SYNC				
	AIR				

Total of B. Published Options: \$ 1,100.00

Published Option Discount (5%) \$ (55.00)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	SERVICE BODY YOUR SPECS	\$ 13,345.00
FLOOR MATS	\$ 110.00		\$ -
2023 W2A ADJUSTMENT	\$ 13,400.00		\$ -
48" LIGHTBAR A/B NROADS LIGHTBAR	\$ 1,045.58		\$ -
4 AMBER/BLUE MICRON GRILL/REAR	\$ 300.00		
2 WORKLIGHTS	\$ 80.90		
SHOP SUPPLIES	\$ 60.00		
FREIGHT	\$ 70.00		
LABOR	\$ 896.00		

Total of C. Unpublished Options: \$ 29,473.48

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 64,405.73

I. Quantity Ordered 1 x H =

\$ 64,405.73

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 64,405.73





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-250 EXT. CAB

Date: October 13, 2022

A. Bid Item: 71382

A. Base Price: \$ 31,386.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -		EXT. RED	
	POWER EQUIPMENT GROUP	\$ 1,100.00		4X4 UPGRADE	\$ 2,800.00
	6.2L V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA				
	SYNC				
	AIR				

Total of B. Published Options: \$ 3,900.00

Published Option Discount (5%) \$ (195.00)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	2" BALL, RECEIVER, PIN	\$ 2,384.00
FLOOR MATS	\$ 110.00	48" AMBER NROADS LIGHTBAR, MOUNT ON	\$ 1,022.12
2023 X2B ADJUSTMENT	\$ 13,400.00	HEADACH RACK, CONTROLLER	
HEADACHE RACK	\$ 450.00	RANCHHAND BUMPER REPLACEMENT W/	\$ 1,475.22
		RECIEVER KHITCH FOR WINCH	
		WARN QUICK CONNECT FRT/REAR	\$ 356.69
		FREIGHT	\$ 70.00
		SHOP SUPPLIES	\$ 60.00
		LABOR	\$ 1,176.00

Total of C. Unpublished Options: \$ 20,670.03

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 56,277.28

I. Quantity Ordered 1 x H =

\$ 56,277.28

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 56,277.28





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-250 EXT. CAB

Date: October 13, 2022

A. Bid Item: 50309

A. Base Price: \$ 31,386.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
X2A		\$ -		EXT. RED	
	POWER EQUIPMENT GROUP	\$ 1,100.00			
	6.2L V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA				
	SYNC				
	AIR				

Total of B. Published Options: \$ 1,100.00

Published Option Discount (5%) \$ (55.00)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	READING 56" CA SERVICE BODY	\$ 9,895.00
FLOOR MATS	\$ 110.00	SPRAY IN BED LINER OVER BOXES	\$ 450.00
2023 X2A ADJUSTMENT	\$ 13,400.00	1300# LIFTGATE	\$ 3,895.00
		RELOCATE CAMERA	\$ 150.00

Total of C. Unpublished Options: \$ 28,066.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 61,013.25

I. Quantity Ordered 1 x H =

\$ 61,013.25

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 61,013.25





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD INTERCEPTOR UTILITY AWD

Date: October 13, 2022

A. Bid Item: 50386

A. Base Price: \$ 33,926.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A		\$ -		EXT. RED	
17A	REAR A/C	\$ 610.00			
51S	DUAL LED SPOTLIGHTS	\$ 620.00		INT. CLOTH BUCKETS/REAR VINYL	
60A	GRILL WIRING	\$ 50.00		SYNC	
86T	RR TAILLAMP HSG	\$ 60.00		4 KEYS	
55F	KEYLESS ENTRY	\$ 340.00		CRUISE	
	PRE DRILLED HEADLAMP HOUSING			3.3 L V6	
	POWER LOCKS/WINDOWS				

Total of B. Published Options: \$ 1,680.00

Published Option Discount (5%) \$ (84.00)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	K8A 2023 ADJUSTMENT	\$ 8,750.00
FLOOR MATS	\$ 110.00		

Total of C. Unpublished Options: \$ 9,026.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 45,064.25

I. Quantity Ordered 1 x H =

\$ 45,064.25

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 45,064.25





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD INTERCEPTOR UTILITY AWD

Date: October 13, 2022

A. Bid Item: 71354

A. Base Price: \$ 33,926.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A		\$ -		EXT. RED	
17A	REAR A/C	\$ 610.00			
51S	DUAL LED SPOTLIGHTS	\$ 620.00		INT. CLOTH BUCKETS/REAR VINYL	
60A	GRILL WIRING	\$ 50.00		SYNC	
86T	RR TAILLAMP HSG	\$ 60.00		4 KEYS	
55F	KEYLESS ENTRY	\$ 340.00		CRUISE	
	PRE DRILLED HEADLAMP HOUSING			3.3 L V6	
	POWER LOCKS/WINDOWS				

Total of B. Published Options: \$ 1,680.00

Published Option Discount (5%) \$ (84.00)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	K8A 2023 ADJUSTMENT	\$ 8,750.00
FLOOR MATS	\$ 110.00		

Total of C. Unpublished Options: \$ 9,026.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 45,064.25

I. Quantity Ordered 1 x H =

\$ 45,064.25

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 45,064.25





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-150 EXT. CAB.

Date: October 13, 2022

A. Bid Item: 91060

A. Base Price: \$ 28,993.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
X1C		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP				\$ -
	3.3L V6			TRAILER TOW	
	6-SPD. AUTO				
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA			SHORT BED	
	SYNC				
	AIR				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	2023 X1C ADJUSTMENT	\$ 7,700.00
FLOOR MATS	\$ 110.00		\$ -
			\$ -
			\$ -

Total of C. Unpublished Options: \$ 7,976.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 37,485.25

I. Quantity Ordered 1 x H =

\$ 37,485.25

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 37,485.25





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-250 CREW CAB.

Date: October 13, 2022

A. Bid Item: 60362

A. Base Price: \$ 33,371.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W2B		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP	\$ 1,100.00		4X4	\$ 2,800.00
	6.2L V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA				
	SYNC				
	AIR				

Total of B. Published Options: \$ 3,900.00

Published Option Discount (5%) \$ (195.00)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	DANA EMERGENCY EQUIPMENT	\$ 24,841.52
FLOOR MATS	\$ 110.00		\$ -
2023 W2B ADJUSTMENT	\$ 13,400.00		\$ -
			\$ -

Total of C. Unpublished Options: \$ 38,517.52

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 76,109.77

I. Quantity Ordered 1 x H =

\$ 76,109.77

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 76,109.77





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-150 CREW CAB.

Date: October 13, 2022

A. Bid Item: 110055

A. Base Price: \$ 31,725.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1E		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP			4X4	\$ 2,490.00
	5.0 V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA			6'5"	\$ 2,815.00
	SYNC				
	AIR				

Total of B. Published Options: \$ 5,305.00

Published Option Discount (5%) \$ (265.25)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	DANA EMERGENCY EQUIPMENT	\$ 20,366.72
FLOOR MATS	\$ 110.00		\$ -
2023 W1E ADJUSTMENT	\$ 7,700.00		\$ -
			\$ -

Total of C. Unpublished Options: \$ 28,342.72

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 65,623.72

I. Quantity Ordered 1 x H =

\$ 65,623.72

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 65,623.72





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-150 CREW CAB.

Date: October 13, 2022

A. Bid Item: 130033

A. Base Price: \$ 31,725.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1E		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP			4X4	\$ 2,490.00
	3.3L HYBRID V6	\$ 4,495.00		TRAILER TOW	
	6-SPD. AUTO				
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA			SHORT BED	
	SYNC				
	AIR				

Total of B. Published Options: \$ 6,985.00

Published Option Discount (5%) \$ (349.25)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	DANA EMERGENCY EQUIPMENT	\$ 11,018.86
FLOOR MATS	\$ 110.00		\$ -
2023 W1E ADJUSTMENT	\$ 7,700.00		\$ -
			\$ -

Total of C. Unpublished Options: \$ 18,994.86

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 57,871.86

I. Quantity Ordered 1 x H =

\$ 57,871.86

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 57,871.86





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-150 CREW CAB.

Date: October 13, 2022

A. Bid Item: 130058

A. Base Price: \$ 31,725.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1E		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP			4X4	\$ 2,490.00
	5.0 V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA			6'5"	\$ 2,815.00
	SYNC				
	AIR				

Total of B. Published Options: \$ 5,305.00

Published Option Discount (5%) \$ (265.25)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	DANA EMERGENCY EQUIPMENT	\$ 20,366.72
FLOOR MATS	\$ 110.00		\$ -
2023 W1E ADJUSTMENT	\$ 7,700.00		\$ -
			\$ -

Total of C. Unpublished Options: \$ 28,342.72

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 65,623.72

I. Quantity Ordered 1 x H =

\$ 65,623.72

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 65,623.72





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: MARSHALL

Phone: 409-880-9191

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 FORD F-150 CREW CAB.

Date: October 13, 2022

A. Bid Item: 120032

A. Base Price: \$ 31,725.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1E		\$ -		EXT. WHITE	
	POWER EQUIPMENT GROUP			4X4	\$ 2,490.00
	5.0 V8 GAS			TRAILER TOW	
	6-SPD. AUTO			LONG BED	
	40/20/40 VINYL SEATS			KEYLESS ENTRY	
	REAR CAMERA			6'5"	\$ 2,815.00
	SYNC				
	AIR				

Total of B. Published Options: \$ 5,305.00

Published Option Discount (5%) \$ (265.25)

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.00	DANA EMERGENCY EQUIPMENT	\$ 20,366.72
FLOOR MATS	\$ 110.00		\$ -
2023 W1E ADJUSTMENT	\$ 7,700.00		\$ -
			\$ -

Total of C. Unpublished Options: \$ 28,342.72

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 65,623.72

I. Quantity Ordered 1 x H =

\$ 65,623.72

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 65,623.72



# 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:  
2022-927024

Date Filed:  
08/26/2022

Date Acknowledged:

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

SILSBEE FORD  
BEAUMONT, TX United States

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

CITY OF ROUND ROCK

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

00000  
PURCHASE FORD VEHICLES

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

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is A. Glen Angelle, and my date of birth is [REDACTED]  
My address is 1211 U.S Highway N, SilSBee Tx, 77656 US  
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of Tx, on the 26 day of 8, 2022  
(month) (year)

A. Glen Angelle  
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.**

SILSBEE FORD  
BEAUMONT, TX United States

**Certificate Number:**  
2022-927024

**Date Filed:**  
08/26/2022

**Date Acknowledged:**  
09/08/2022

**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.**

00000  
PURCHASE FORD VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, 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:** F.6

---

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

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$234,000.00

**Indexes:** General Fund

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

**Department:** General Services

---

### Text of Legislative File 2022-343

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

An official bid request was advertised. A total of 16 vendors were contacted, one vendor response was received. It has been determined that D.H Pace Company, Inc. offered the lowest responsible bid.

IFB No. 22-015

**Cost:** \$234,000.00 (5 year term)

**Source of Funds:** General Fund



**RESOLUTION NO. R-2022-343**

**WHEREAS**, the City of Round Rock (“City”) has duly advertised for bids to purchase gate 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 Gate 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



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

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF GATE 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 gate 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 \_\_\_\_\_, 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 D.H. PACE COMPANY, INC., whose offices are located at 825 Sandy Lake Road, Suite 100, Coppell, Texas 75019 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase gate 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 22-015 dated March 2022 ("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 **Two Hundred Thirty-Four Thousand and No/100 Dollars (\$234,000.00)** 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 22-015 and on the City's website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **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](mailto: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.

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.



## **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.  
825 Sandy Lake Road, Suite 100  
Coppell, Texas 75019

### **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.



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.**

**Manny Maestas**  
By: \_\_\_\_\_  
Printed Name: Manny Maestas  
Title: Sr. VP/Regional Manager  
Date Signed: 7/14/2022

Digitally signed by Manny Maestas  
DN: C=US,  
E=manny.maestas@dhpac.com,  
O=DH Pace, CN=Manny Maestas  
Date: 2022.07.14 08:20:28 -05'00'



Exhibit "A"



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

**INVITATION FOR BID (IFB)**

**GATE MAINTENANCE AND REPAIR SERVICES**

**SOLICITATION NUMBER 22-015**

**MARCH 2022**



## Exhibit "A"

### GATE 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 gate maintenance and repair services.
2. **BACKGROUND:** The City has a total of 27 gates at various locations. Facilities that may require professional repair and maintenance include, but are not limited to, office buildings, fire stations, park facilities, police facilities, and parking garages. Some of the brands the City uses are Hy-Security, DKS, Lift Master, Amano Viking, and Chamberlain Elite.
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(S):** 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](mailto:acrowell@roundrocktexas.gov)

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

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

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

EVENT	DATE
Solicitation released	March 10, 2022
Optional Pre-Bid meeting	March 22, 2022 @ 10:00AM, CST
Deadline for submission of questions	March 24, 22 @ 5:00 PM, CST
City responses to questions or addendums	Approximately March 28, 2022 @ 5:00 PM, CST
Deadline for submission of responses	April 7, 2022 @ 3:00 PM, CST



## Exhibit "A"

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/city-businesses/solicitations/>

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

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
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 and site visit tour which 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.
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. 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.



## Exhibit "A"

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/city-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.

**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.



## Exhibit "A"

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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
14. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.



## Exhibit "A"

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

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



## Exhibit "A"

### 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 gate maintenance and repair 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.
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, 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.



## Exhibit "A"

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 gate maintenance and repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
  - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
  - B. **Procedure to Request Increase:**
    - i. 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/city-businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.



Exhibit "A"

**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.
- 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:** 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**  
**Facilities Manager**  
**General Services**  
**Phone: (512) 341-3144**  
**E-mail: [camidon@roundrocktexas.gov](mailto: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 may agree 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



## Exhibit "A"

### PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in gate maintenance and repair services.
2. **BACKGROUND:** The City has a total of 27 gates at various locations. 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 the City uses are Hy-Security, DKS, Lift Master, Amano Viking, and Chamberlain Elite.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
  - A. Perform services at the following location: **See Attachment C- List of Locations.** The City reserves the right to add or remove locations as equipment comes online or is decommissioned.
  - B. **MAINTENANCE SERVICES:** Maintenance shall be performed once a year. Maintenance shall include but not be limited to:
    - i. Inspect and adjust all bolts, chains, physical stops, limits and linkage, clutch and emergency reversing device as needed.
    - ii. Inspect receiver, keypads, loops, safety edges, photo eyes, and safety and activation equipment.
    - iii. Inspect gear box, oil chain, groove wheels, hinge post integrity, grease hinges and rollers.
    - iv. Inspect and test gate sensing edge, transmitter, and receiver system.
    - v. Inspect belts and replace if needed.
    - vi. Inspect, adjust, and lubricate all chains drive, bracket welds, bolts and wear, and gate hinges.
    - vii. Test battery backup unit for proper operation.
    - viii. Test and meter vehicle reversing loops and inspect for exposed wires.
    - ix. Test wiring for the Fire Department key switch.
    - x. Check sprockets and idlers for proper operation.
    - xi. Check radio receiver system, check photo beam and reflector system (both physical and operational), and check v-track condition.
    - xii. Check for warning signs and loose wiring.
    - xiii. Check telephone entry system, clean unit display, entry code and calling functions.
    - xiv. Clean debris from inside and around operator.
    - xv. For HySecurity slide gates at Police headquarters maintenance shall include the following:
      - a) Gate and hardware shall be checked for damage and wear
      - b) Drive chain shall be checked for tightness and wear
      - c) Wheel clap spring shall be checked for clamping tension
      - d) Stop limit switches shall be checked for adjustment
      - e) Deceleration switches shall be checked for adjustment
      - f) Anchor bolts shall be checked for tightness
      - g) All fluid levels shall be checked
      - h) Replace clock battery
      - i) Check motor brushes and replace as needed
      - j) All other services listed under Part IV Scope of Work Item B.
  - 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 for the City. Emergency services will only be performed at Fire or Police Department locations. Other City locations will be considered normal service requests.



## Exhibit "A"

- 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 during afterhours, holidays, and weekends.
  - c) 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.
- 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 gate 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 CST.
- 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. Be responsible for all debris removal resulting from their services.
  - C. 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. See Attachment D- Sample Work Order.
  - D. Maintain Communication- Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
  - E. Provide work reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:
    - i. Location of the worksite,
    - ii. Date and time of arrival at worksite,
    - iii. Time spent for repair,
    - iv. Date and time work at location is completed,
    - v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
    - vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed.
    - vii. See Attachment E- Sample Invoice
5. **CITY RESPONSIBILITIES**: The City will-
- A. Confirm scheduling of work to be done.



City of Round Rock  
Gate Maintenance and Repair Services  
IFB 22-015  
Class/Item: 936-37  
March 2022

## Exhibit "A"

- B. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City at the plant, 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.



## Exhibit "A"

### ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 22-015 Gate Maintenance and Repair Services in an Excel format on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/city-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://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- Bid Sheet Gate Maintenance and Repair Services IFB # 22-015

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.22-015 Gate 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
<b>Section I: Maintenance</b>					
1	Fire Department Logistics	1	Each	\$125.00	\$125.00
2	Fire Station 3	1	Each	\$125.00	\$125.00
3	Fire Station 3	1	Each	\$125.00	\$125.00
4	General Services Warehouse	1	Each	\$125.00	\$125.00
5	Intermodal Entrance	1	Each	\$125.00	\$125.00
6	Intermodal Exit	1	Each	\$125.00	\$125.00
7	Lake Creek	1	Each	\$125.00	\$125.00
8	Luther Peterson Slide Gate	1	Each	\$125.00	\$125.00
9	Luther Peterson Slide Gate	1	Each	\$125.00	\$125.00
10	Luther Peterson Swing Gate	1	Each	\$125.00	\$125.00
11	Luther Peterson Swing Gate	1	Each	\$125.00	\$125.00
12	Parks and Recreation Department Yard	1	Each	\$125.00	\$125.00
13	Police Department Blue Entrance	1	Each	\$125.00	\$125.00
14	Police Department Blue Exit	1	Each	\$125.00	\$125.00
15	Police Department Double Gate South	1	Each	\$125.00	\$125.00
16	Police Department Double Gate South	1	Each	\$125.00	\$125.00
17	Police Department South Entrance	1	Each	\$125.00	\$125.00
18	Public Safety Training Center South	1	Each	\$125.00	\$125.00



# Exhibit "A"

## Attachment A- Bid Sheet Gate Maintenance and Repair Services

19	Public Safety Training Center North	IFB # 22-015 1	Each	\$125.00	\$125.00
20	Rabb	1	Each	\$125.00	\$125.00
21	Signs/Water Line Maintenance East	1	Each	\$125.00	\$125.00
22	Signs/Water Line Maintenance West	1	Each	\$125.00	\$125.00
23	Vehicle Maintenance Entrance Gate	1	Each	\$125.00	\$125.00
24	Vehicle Maintenance Exit Gate	1	Each	\$125.00	\$125.00
25	Vehicle Maintenance Fuel	1	Each	\$125.00	\$125.00
26	Water Treatment Plant Front Gate	1	Each	\$125.00	\$125.00

### Section II: Labor Rates

27	Labor Rate- Repair		Hour	\$95.00	\$95.00
28	Labor Rate Repair- After Hours Rate		Hour	\$145.00	\$145.00
29	Emergency Repair- Regular Hourly Rate		Hour	\$170.00	\$170.00
30	Emergency Repair - After Hours Rate		Hour	\$270.00	\$270.00
Annual Total:					\$680.00

### Section III: Materials

(Information Only): Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:

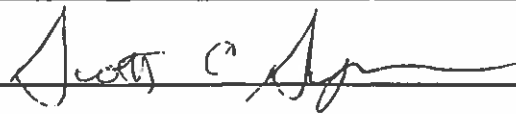
Percentage  
Markup

25%

COMPANY NAME:

D.H. Pace Company, Inc

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Scott Symes

PHONE NUMBER:

2147658355

EMAIL ADDRESS:

[juan.venegas@dhpac.com](mailto:juan.venegas@dhpac.com)



## Exhibit "A"

City of Round Rock  
Gate Maintenance and Repair Services  
IFB 22-015  
Class/Item: 936-37  
March 2022

### ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 22-015

RESPONDENT'S NAME: D.H. Pace Company, Inc DATE: 4/7/2022

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.gov</u>              |
|    | Present Address       | <u>6101 Frisco Square Blvd</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 #, 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>Jon Majors</u>                          |
|    | Name of Contact       | <u>City of University Park</u>             |
|    | Title of Contact      | <u>Facility Maintenance Manager</u>        |
|    | E-Mail Address        | <u>jmajors@uptexas.org</u>                 |
|    | Present Address       | <u>4420 Worcola St</u>                     |
|    | City, State, Zip Code | <u>Dallas, TX 75206</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	BRAND	MODEL	SERIAL
Water Treatment Plant Front Gate	5200 North IH 35	Hy-Security	222 SS ST	SSO-S2.00-10342
Vehicle Maintenance Entrance Gate	901 Luther Peterson Place	DKS	9150-080	3274
Vehicle Maintenance Exit Gate	901 Luther Peterson Place	Lift Master	SL3000501U	0516N6947
Vehicle Maintenance Fuel	901 Luther Peterson Place	DKS	9150-080	3279
Signs/Water Line Maintenance West	901 Luther Peterson Place	DKS	9150-080	3275
Signs/Water Line Maintenance East	901 Luther Peterson Place	DKS	9150-080	3278
Luther Peterson Swing Gate	3400 Sunrise RD	Viking	F-1	0619-F118-1335
Luther Peterson Swing Gate	3400 Sunrise RD	Viking	F-1	0619-F118-1336
Luther Peterson Slide Gate	3400 Sunrise RD	Viking	L-3	0619-L318-1288
Luther Peterson Slide Gate	3400 Sunrise RD	Viking	L-3	0619-L318-1014
Police Department South Entrance	2701 North Mays Street	Lift Master	SL3000101U	1017N7502
Police Department Double Gate South	2701 North Mays Street	Hy-Security	222 X3 ST	N/A
Police Department Double Gate South	2701 North Mays Street	Hy-Security	222 X3 ST	N/A
Police Department Blue Entrance	2701 North Mays Street	Hy-Security	222 X3 ST	36B532-0746-131
Police Department Blue Exit	2701 North Mays Street	Hy-Security	222 X3 ST	36B532-0746-132
Public Safety Training Center South	2801 North Mays Street	Hy-Security	222 X3 ST	36B632-1716-177
Public Safety Training Center North	2801 North Mays Street	Hy-Security	222 X3 ST	36B732-1739-552
Fire Department Logistics	3300 Gattis School Road	Lift Master	SL3000501U	4916N5429
Fire Station 3	221 Sundance Parkway	Lift Master	SL3000501UL	1120N5743
Fire Station 3	221 Sundance Parkway	Lift Master	SL3000501UL	1120N5741
Parks and Recreation Department Yard	300 South Burnet	Lift Master	HDSL24UL	0219N2022
Lake Creek	800 Deerfoot Drive	Lift Master	SL580-100-43-G	10 02 02 N20
Rabb	151 N A.W. Grimes Blvd.	Lift Master	CSL24UL	0520N6189
Intermodal Entrance	300 W Bagdad	Amano	AMG-1750/A850	161237
Intermodal Exit	300 W Bagdad	Amano	AMG-1750/A850	161292
General Services Warehouse	2015 Lamar Drive	Chamberlain Elite	SL3000	N/A



City of Round Rock  
Gate Maintenance and Repair Services  
IFB 22-015  
Class/Item: 936-37  
March 2022

Exhibit "A"

## Attachment D Work Order (sample)

**Company Name**

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

WORK ORDER #: XXXX  
DATE: 00/00/0000

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)				
<b>Date and Time of arrival on site:</b>		8/16/2019 arrived on site at 8:20AM		
<b>Date and Time work completed:</b>		8/16/2019 completed on site visit at 11:20am		
<b>Description of Services Provided:</b>				
ALL NECESSARY PARTS & MATERIALS TO REMOVE, EXAMINE, AND REBUILD FLOWSERVE 12-EML EXISTING PUMP BOWL AT LAKE CREEK STATION. DETERMINED SHAFT COUPLINGS DAMAGED. REPLACED SHAFT COUPLINGS AND INSTALLED NEW RUBBER INSERTS. CLEANED AND REBUILT FLOWSERVE 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!



## Exhibit "A"

City of Round Rock  
Overhead Door Maintenance and Repair Services  
IFB 21-007  
Class/Item: 910-55  
May 2021

## Exhibit "A"

### 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!**



City of Round Rock  
Overhead Door Maintenance and Repair Services  
IFB 21-007  
Class/Item: 910-55  
May 2021

## 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

<b>WORK ORDER (SAMPLE)</b>				
<b>Date and Time of arrival on site:</b>		8/16/2019 arrived on site at 8:20AM		
<b>Date and Time work completed:</b>		8/16/2019 completed on site visit at 11:20am		
<b>Description of Services Provided:</b>				
ALL NECESSARY PARTS & MATERIALS TO REMOVE, EXAMINE, AND REBUILD FLOWSERVE 12-EML EXISTING PUMP BOWL AT LAKE CREEK STATION. DETERMINED SHAFT COUPLINGS DAMAGED. REPLACED SHAFT COUPLINGS AND INSTALLED NEW RUBBER INSERTS. CLEANED AND REBUILD FLOWSERVE 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
<b>TOTAL</b>			<b>\$00.00</b>	

Thank you for your business!



City of Round Rock  
Gate Maintenance and Repair Services  
IFB 22-015  
Class/Item: 936-37  
March 2022

Exhibit "A"

**Attachment E**  
**SAMPLE INVOICE**

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!



#### **Addendum A**

Notwithstanding the foregoing: The extent of D.H. Pace Company, Inc.'s liability under this provision shall be expressly limited to damages, injuries or losses caused by the acts or omissions of D.H. Pace (including the acts or omissions of D.H. Pace's subcontractors and suppliers). The parties further agree that the extent of D.H. Pace Company, Inc.'s liability and duty to defend pursuant to this indemnity provision 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 D.H. Pace (including the acts or omission of D.H. Pace's subcontractors and suppliers).



BID TABULATION				VENDOR #1	
IFB NO: 22-015				DH Pace Company Inc.	
DESCRIPTION: Gate Maintenance and Repair Services					
BID OPENING DATE & TIME: 4/14/22 @ 3:00PM					
Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price
1	Fire Department Logistics	1	Each	\$125.00	\$125.00
2	Fire Station 3	1	Each	\$125.00	\$125.00
3	Fire Station 3	1	Each	\$125.00	\$125.00
4	General Services Warehouse	1	Each	\$125.00	\$125.00
5	Intermodal Entrance	1	Each	\$125.00	\$125.00
6	Intermodal Exit	1	Each	\$125.00	\$125.00
7	Lake Creek	1	Each	\$125.00	\$125.00
8	Luther Peterson Slide Gate	1	Each	\$125.00	\$125.00
9	Luther Peterson Slide Gate	1	Each	\$125.00	\$125.00
10	Luther Peterson Swing Gate	1	Each	\$125.00	\$125.00
11	Luther Peterson Swing Gate	1	Each	\$125.00	\$125.00
12	Parks and Recreation Department Yard	1	Each	\$125.00	\$125.00
13	Police Department Blue Entrance	1	Each	\$125.00	\$125.00
14	Police Department Blue Exit	1	Each	\$125.00	\$125.00
15	Police Department Double Gate South	1	Each	\$125.00	\$125.00



16	Police Department Double Gate South	1	Each	\$125.00	\$125.00
17	Police Department South Entrance	1	Each	\$125.00	\$125.00
18	Public Safety Training Center South	1	Each	\$125.00	\$125.00
19	Public Safety Training Center North	1	Each	\$125.00	\$125.00
20	Rabb	1	Each	\$125.00	\$125.00
21	Signs/Water Line Maintenance East	1	Each	\$125.00	\$125.00
22	Signs/Water Line Maintenance West	1	Each	\$125.00	\$125.00
23	Vehicle Maintenance Entrance Gate	1	Each	\$125.00	\$125.00
24	Vehicle Maintenance Exit Gate	1	Each	\$125.00	\$125.00
25	Vehicle Maintenance Fuel	1	Each	\$125.00	\$125.00
26	Water Treatment Plant Front Gate	1	Each	\$125.00	\$125.00
27	Labor Rate- Repair	300	Hour	\$95.00	\$28,500.00
28	Labor Rate Repair- After Hours Rate	50	Hour	\$145.00	\$7,250.00
29	Emergency Repair- Regular Hourly Rate	30	Hour	\$170.00	\$5,100.00
30	Emergency Repair - After Hours Rate	10	Hour	\$270.00	\$2,700.00
Annual Total:					\$46,800.00

Recommended for Award:

DH 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:  
2022-935568

Date Filed:  
09/19/2022

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.

000000  
IFB 22-015 Gate 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.



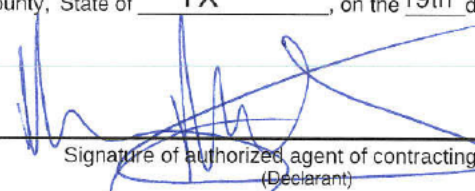
## 6 UNSWORN DECLARATION

My name is Manny Maestas, and my date of birth is [REDACTED]

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 TX, on the 19th day of 9th, 20 22  
(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:**

2022-935568

**Date Filed:**

09/19/2022

**Date Acknowledged:**

10/13/2022

**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

IFB 22-015 Gate 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:** F.7

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Gail Hester d/b/a Hester's Automotive and Body Shop for auto body and/or paintless dent repair services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$1,000,000.00

**Indexes:** General Fund

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

**Department:** General Services

---

### Text of Legislative File 2022-345

With this agreement, General Services will sublet auto body repair services, including parts and labor, to Hester's body shop, for the repair of vehicles and equipment in the fleet.

The RFP solicitation was advertised, a total of 14 vendors were contacted, a total of 2 vendor responses were received. It has been determined that Hester's Automotive and House of Dents offers the best value to the City.

RFP-22-016

**Cost:** \$1,000,000.00

**Source of Funds:** General Fund



**RESOLUTION NO. R-2022-345**

**WHEREAS**, the City of Round Rock (“City”) has duly sought proposals for the purchase of autobody and/or paintless dent repair services; and

**WHEREAS**, Gail Hester D/B/A Hester’s Automotive and Body Shop has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

**WHEREAS**, the City Council desires to enter into an agreement with Gail Hester D/B/A Hester’s Automotive and Body Shop for autobody and/or paintless dent repair services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Autobody And/Or Paintless Dent Repair Services with Gail Hester D/B/A Hester’s Automotive and Body Shop, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



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

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF AUTOBODY AND/OR  
PAINTLESS DENT REPAIR SERVICES  
WITH  
GAIL HESTER  
D/B/A HESTER'S AUTOMOTIVE AND BODY SHOP**

**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 autobody and/or paintless dent repair 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, 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 **GAIL HESTER D/B/A HESTER'S AUTOMOTIVE AND BODY SHOP**, whose office is located at 406 Sunset Drive, Round Rock, Texas 78681 (referred to herein as the "Vendor").

**RECITALS:**

**WHEREAS**, City desires to purchase autobody and/or paintless repair services, and associated goods and services; and

**WHEREAS**, City has issued its "Request for Proposal" for the provision of said services, and City has determined that Vendor provides the best value for the City; and

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

**NOW, THEREFORE, WITNESSETH:**

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

**1.0 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: City's Request for Proposal designated Solicitation Number 22-016



(“RFP”) and Vendor’s Response to RFP attached hereto and incorporated herein as Exhibit “A” and any additional exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor’s Response to RFP; and
- (3) City’s RFP, exhibits, and attachments.

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

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

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

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

F. **Vendor** means Gail Hester d/b/a Hester’s Automotive and Body Shop, or any of its successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

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

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

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. City may permit “unit price” adjustments upwards only in accordance with Part III, Item 7 of City’s RFP included as a part of Exhibit “A.”

D. 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 Vendor to supply the services as outlined in RFP Solicitation Number 22-016; and Response to RFP submitted by Vendor, all as specified in Exhibit “A.” The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Vendor in its Response to the RFP.

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 DUAL PROVIDERS OF SERVICES**

The parties specifically acknowledge and agree that Vendor shall be considered as one of two (2) providers (“dual providers”) of the specified goods and services. Vendor specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two (2) providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

### **5.0 ITEMS AWARDED**

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit “A” at the sole request of the City. Vendor shall 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.

### **6.0 COSTS**

A. Only if, as, and when needed by City, the bid costs listed on Attachment D- Cost Proposal Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services.

B. The City’s payments to the dual providers collectively shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00) per year** and shall not exceed **One Million and No/100 Dollars (\$1,000,000.00)** in total for the term of this Agreement.

### **7.0 INVOICES**

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

A. Name and address of Vendor;



- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

## **8.0 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 of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **9.0 NON-APPROPRIATION AND FISCAL FUNDING**

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

## **10.0 PROMPT PAYMENT POLICY**

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

- 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 causes the payment to be late;  
or



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

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

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

## **11.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without incurring any 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.

## **12.0 TAXES**

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

## **13.0 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor cannot provide the services as specified, City reserves the right and option to obtain same from another source or supplier(s).

## **14.0 INSURANCE**

Vendor shall meet all requirements as stated in Part II, Section 2 of the attached RFP Solicitation Number 22-016.

## **15.0 CITY'S REPRESENTATIVE**

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

Rocky Buoy  
Manager Fleet Operations  
212 Commerce Cove  
Round Rock, TX 78664  
737-610-5451  
[rbuoy@roundrocktexas.gov](mailto:rbuoy@roundrocktexas.gov)



## **16.0 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.

## **17.0 DEFAULT**

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services 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 hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## **18.0 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 Vendor.

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

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with 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 termination notice, Vendor shall submit a statement showing in detail the goods and services satisfactorily performed



hereunder 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.

## **19.0 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.

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

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

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

## **21.0 ASSIGNMENT AND DELEGATION**

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

## **22.0 NOTICES**

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

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

### **Notice to Vendor:**

Gail Hester  
d/b/a Hester's Automotive and Body Shop  
406 Sunset Drive  
Round Rock, Texas 78681

### **Notice to City:**

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

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

## **23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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



## **24.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitute 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.

## **25.0 DISPUTE RESOLUTION**

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

## **26.0 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 such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions 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 to be void.

## **27.0 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**

**Gail Hester d/b/a Hester's Automotive  
and Body Shop**

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

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

**For City, Attest:**

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

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

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





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

**REQUEST FOR PROPOSAL (RFP)**

**AUTOBODY AND/OR PAINTLESS DENT REPAIR  
SERVICES**

**SOLICITATION NUMBER 22-016**

**June 2022**



**AUTOBODY AND/OR PAINTLESS DENT REPAIR SERVICES  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.
2. **BACKGROUND:** The City of Round Rock has a fleet of 453 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather events.

The City intends to award to all responsive respondents that the City deems qualified as determined by evaluated total scores equal to or greater than 80 points. The total value of the resulting contract(s) shall not exceed \$200,000 per fiscal year for all awarded Contractors combined.

3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 7
Part III – Supplemental Terms and Conditions	Page(s) 8-10
Part IV – Scope of Work	Page(s) 11-14
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 15-17
Attachment A – Proposal Submittal Form and Execution	Page 18
Attachment B – Reference Sheet	Page 19
Attachment C – Subcontractor Information Form	Page 20
Attachment D – Cost Proposal Worksheet	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT(S):** 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](mailto:acrowell@roundrocktexas.gov)

**Adam Gagnon**  
Purchaser  
Purchasing Division  
City of Round Rock  
Phone: 512-218-5456  
E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)

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



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

EVENT	DATE
Solicitation released	June 15, 2022
Optional Pre-Proposal meeting	June 24, 2022 @ 10:00 AM CST
Deadline for submission of questions	June 27, 2022 @ 5:00 PM CST
City responses to questions or addendums	Approximately June 31, 2022 @ 5:00 PM CST
<b>Deadline for submission of responses</b>	<b>July 18, 2022 @ 3:00 PM CST</b>

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

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

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

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

**6. SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

**7. OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.

- A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall initially begin at:

**City of Round Rock 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-proposal meeting.
- C. It is the responsibility of the Respondent to 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 Division  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.



- F. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- G. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

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

- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
  - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
  - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline **will** result in the disqualification of your proposal.
  - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of the Respondent's submittal.
  - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a completed copy of the Subcontractor Information Form.
  - **Attachment D: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

**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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 13. EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an offer decision has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the offer then in evaluation, or any future offer.
- 14. OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov). In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.
- The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
  - iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.



- d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.



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

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/> .
3. **ADDITIONAL INSURANCE REQUIREMENTS:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles. The policy shall include these endorsements in favor of the City of Round Rock: a) Waiver of Subrogation b) Thirty (30) days Notice of Cancellation c) The City of Round Rock listed as an additional insured.



**PART III  
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing autobody and/or paintless dent repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - 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 RFP process.
  - D. Have their working repair location within 15 miles of City of Round Rock fleet facilities which are located at:  
**City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664**  
**This requirement does not apply to paintless dent repair services which will be performed on City property.**
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
  - E. All work that is to be subcontracted must be approved by the City prior to work beginning.
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, 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 (%) markup shall not be greater than 15%. 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 auto body and/or paintless dent repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item unless otherwise approved by the City.

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

**B. Procedure to Request Increase:**

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

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



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

8. **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 contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

**Rocky Bouy**  
**Fleet Manager**  
**General Services**  
**Phone: 512-529-8317**  
**E-mail: [rbuoy@roundrocktexas.gov](mailto:rbuoy@roundrocktexas.gov)**

11. **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 may agree 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 of Round Rock, herein after "the City" seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.
2. **BACKGROUND:** The City of Round Rock has a fleet of 453 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather.
3. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
  - A. The City shall be provided with the designated person's name and telephone number.
  - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
  - C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
  - D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.
4. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
5. **RESPONSE TIME:** Response times shall be as follows:

**Non-Emergency Service Calls:** "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

  - A. Respond and provide a written estimate for non-emergency service calls within two (2) business days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.
  - B. Services will be performed during normal operation hours which are 7:00AM-6:00PM, Monday-Friday.
6. **AUTOBODY REPAIR SERVICES:** These services are listed under Section I of Attachment A- Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.
  - A. The Contractor shall-
    - i. Inspect the car frame for structural damage and assess repairability on all damaged areas including but not limited to windshields, doors, tires, frame, and/or the body of the car.
    - ii. Provide a written estimate to the City's designated representative within two business days of pick up. Repair work shall not commence until the Contractor has received a City-issued purchase order number. The City reserves the right to request photos for any estimate before approval of work to begin.
    - iii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays to this completion time must be communicated to the City's point of contact on a weekly basis.



- iv. Conduct approved repairs to or replacement of body damage and restore vehicle to original condition and finish.
- v. Paint and/or use blending techniques to match existing color.
- vi. Contractor must complete quality control inspections of all vehicles after completion of repairs for conformance to the original manufacturer's standards and configuration before returning the vehicles to the City.

**B. Facility Requirements:** The Contractor shall-

- i. Have a facility large enough to accommodate the Contractor's current workload as well as the additional workload resulting from award of this contract.
- ii. Provide daily, year-round service regardless of weather conditions.
- iii. Park all police vehicles in a secured area with controlled access. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
- iv. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.

**C. Parts and Materials:**

- i. Repair parts and materials shall be new unless alternative "after- market" or used parts were specifically approved by the City's designated representative in advance.
- ii. All repair parts and materials used must be certified by their manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
- iii. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.

**D. Warranty:** Successful Respondent shall provide at minimum five (5) years warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

**E. Pickup and Delivery of City Vehicles:** The Contractor shall provide pickup and delivery services for regular City's vehicles in need of repair within 24 hours of contact.

- i. The City requires the Contractor to arrange for pickup or towing of the vehicle(s) requested for repair.
- ii. The City's pickup and delivery location is:  
City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664

**OR**

Upon request by the City's POC, the vehicle will be towed from the scene of a collision or in situations where the vehicle is not able to be driven safely.

- iii. Pick up and drop off vehicles shall occur during normal business operating hours of 8:00 am - 5:00 pm. This will not include holidays or weekends.
- iv. Under no circumstance are police vehicles to be driven to the repair facility by non-police personnel, they must be towed.
- v. The City must be contacted promptly upon completion of work so that the vehicle can be placed back in service.



7. **PAINTLESS DENT REPAIR SERVICES:** These services are listed under Section III of Attachment A-Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.

A. **Service Requirements:**

- i. Services shall be performed at:

**City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664**

- ii. The City requires that paintless dent repair services be performed on-site. The City shall provide a clean bay for the Contractor to work in.  
iii. The bay that the City will provide can hold up to three cars or SUVs if needed.  
iv. The Contractor may work on more than one vehicle at a time in the bay.

B. **Contractor Responsibilities:** The Contractor shall-

- i. Provide a written estimate to the City's designated representative within two days. Repair work shall not commence until the Contractor has received a City-issued purchase order number.  
ii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays in this completion must be communicated with the City's point of contact on a weekly basis  
iii. Bring their own tools on site. The City is not responsible for the tools and will not provide storage for any tools.  
iv. Bring additional spotlighting as lighting in the bay may not be adequate to see smaller dents.  
v. If, after an initial assessment, it is determined that repairs cannot be made without damaging the paint the Contractor must discuss options with City POC.  
vi. Make recommendations for repair options to City POC if work can be completed with a different product or treatment. These options must be approved prior to work starting.  
vii. Inform department if a repair may cause any structural issues like "oil-canning" after work is complete.  
viii. Vehicle will be finished to original manufactured conditions including clear coat.  
ix. Contractor must quality-inspect all vehicles after completion of repairs for conformance before returning the vehicles to the City.  
x. All work must be completed without cracking or scratching the paint.

- C. **Warranty:** Successful Respondent shall provide at minimum one (1) year warranty on all workmanship. All warranty work shall be completed within five (5) working days from notice of defect.

8. **ESTIMATES:** It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until an estimate has been approved and a purchase order sent to the Contractor for repair work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.

Each written estimate shall include the following information:

- A. Vehicle Identification Number (VIN) of Vehicle  
B. Department name and location of the project  
C. Contractor's designated contact name and telephone number  
D. Breakdown of labor costs (number of workers, hours worked, hourly rate)  
E. Materials (detailed description, quantity, unit price, and extended price amounts)  
F. Total cost (labor and materials)  
G. Description specifying work to be done



- H. Time projected to complete the project
- I. The City reserves the right to request photos for any estimate before approving the work

**9. INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice including:

- A. The total hours worked and hourly labor rate.
- B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated in the cost proposal sheet, will be allowed for material. Invoices shall have attached a copy of paid materials receipt from the supplier.
- C. The associated VIN.

**10. CITY'S RESPONSIBILITIES:** The City will-

- A. Provide the Contractor with a complete and accurate project overview with the request for estimate.
- B. Coordinate scheduling with Contractor.
- C. Ensure keys are in the vehicle for pickup.
- D. Ensure work area is reasonably free of safety hazards.
- E. Provide access to locations where services are required.
- F. Provide local vehicle parking and access to the work areas.
- G. Provide reasonable access to standard power and water utilities as needed to complete the project.
- H. Inspect work performed to ensure compliance with the scope of work.
- I. Review all invoices to ensure accuracy.



**PART V  
PROPOSAL PREPARATION INSTRUCTIONS  
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
  - B. **Tab 2 – Program (35 points):** Describe your plan for autobody or paintless dent repair services. Specifically provide:
    - i. A statement defining your understanding of the scope of work.
    - ii. Detailed steps you will take in proceeding from receiving a request for repair to completion of repair and return of vehicle to the City.
    - iii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP) or clearly document any exceptions.
    - iv. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight.
  - C. **Tab 3 - Project Management Structure:** Provide a general explanation and chart which specifies company chain of command. If use of subcontractors is proposed, identify their placement in the management structure and provide project descriptions for each subcontractor.
  - D. **Tab 4 – Prior Work Experience (35 pts for Tabs 4 & 5):** Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply a description of the type of repairs, year completed, and the organization's information.
  - E. **Tab 5 - Personnel:** Include names, qualifications, certifications, and resumes of all personnel who will be assigned to work on City vehicles and the City account. State the primary work assigned to each person. Identify key persons by name and title.



- F. Tab 6- Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- G. Tab 7 – Attachments and Addendum: including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form, signed addendums (if applicable).
- H. Tab 8– Attachment D- Cost Proposal Worksheet (30 pts): Information described in the following sub-sections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated:
- Manpower- hourly rates
  - Percent over cost of supplies and materials (not to exceed 15%)
  - Towing Expenses- list your **flat rate fee** for towing on Attachment D- Cost Proposal Worksheet, Section V. **No alternative or fluctuating tow rate schedule will be considered.**
  - Total (not to exceed) Cost
- I. Tab 9- Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
6. **EVALUATION CRITERIA**: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.
- |                                                             |               |
|-------------------------------------------------------------|---------------|
| A. Evaluation Criteria:                                     | Weights:      |
| • Program (Tab 2)                                           | 35 pts        |
| • Work Experience and Personnel Qualifications (Tabs 4 & 5) | 35 pts        |
| • <u>Cost Proposal (Tab 8)</u>                              | <u>30 pts</u> |
| Maximum Weight:                                             | 100 pts       |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

7. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS**:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any



unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
  - C. If negotiations are successful, the City and Respondent may enter into an agreement.
  - D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
    - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
    - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
  - F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.
8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
  - B. Identify specific milestones, goals, and strategies to meet objectives.



# Hester's Automotive and Body Shop

Response to City of Round Rock RFP

Autobody and/or Paintless Dent Repair Services

Solicitation Number 22-016

Alexander R. Jones

Hester's Automotive and Body Shop

[estimates.hestersauto@gmail.com](mailto:estimates.hestersauto@gmail.com)

512-255-3411



## Exhibit "A"

Hester's Automotive and Body Shop

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## Exhibit "A"

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### **Executive Summary**

Hester's Automotive and Body Shop is pleased to submit this response to the City of Round

Rock's Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15.

Included, please find a brief history and description of Hester's Automotive and Body Shop and response to the Request for Proposal (RFP). Hester's Automotive and Body Shop is seeking to provide both the autobody and Paintless Dent Repair (PDR) services as outlined in the RFP. As defined by the RFP, the proposal consists of all required elements including attachments and addendum.

### **Company History**

Hester's Automotive and Body Shop has been serving the City of Round Rock, the City of Round Rock's residents, and surrounding communities for 62 years and counting.

Hester's Automotive and Body Shop is recognized by the Round Rock Chamber of Commerce as the longest running small business in the City of Round Rock. The Round Rock Chamber of Commerce has recognized Hester's Automotive and Body Shop owner, Gail "Big Boy" Hester, with the 2019 Lifetime Achievement Award and renamed its annual Small Business of the Year award to the "Big Boy Hester Small Business of the Year" award.

Hester's Automotive and Body Shop is a three generation, family owned, and operated business that proudly serves our community with quality automotive and body shop repairs.



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### **Transmittal Page**

Hester's Automotive and Body Shop

406 Sunset Drive

Round Rock, TX. 78664

July 18, 2022

City of Round Rock, Texas

Purchasing Division

221 East Main Street

Round Rock, TX 78664-5299

Dear City of Round Rock Purchasing Division,

Hester's Automotive and Body Shop submit herewith our response to the City of Round Rock Autobody and/or Paintless Dent Repair Services, RFP No. 22-016 Class/Item: 928-15.

Sincerely,

Alexander R. Jones

Automotive and Body Shop Manager

Hester's Automotive and Body Shop



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### **Business Organization**

Hester's Automotive and Body Shop, a sole proprietorship, licensed in the state of Texas as Gail

Hester dba Hester's Automotive and Body Shop. Hester's Automotive and Body Shop maintains a single location at:

**Hester's Automotive and Body Shop**

**406 Sunset Drive**

**Round Rock, Texas 78664**



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### **Program**

#### **Statement of Understanding of Scope of Work**

Hester's Automotive and Body Shop is pleased to respond to the City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15. We understand the requirements of the Request for Proposal (RFP) and are submitting our responses herewith.

#### **Procedural Steps to be Followed**

At Hester's Automotive and Body Shop, we aim to provide the best customer service with every customer, in every step of the repair process. We always strive to provide the most cost efficient repairs at the highest safety standards, while meeting all Original Equipment Manufacturer (OEM) specifications to bring your vehicle back to its original condition.

Hester's Automotive and Body Shop uses CCC One→, an industry leading suite of software products for all aspects of collision repairs including estimating, repair workflow, repair quality, and consumer engagement. CCC One→ enables our team to perform thorough, consistent repairs using industry accepted standards and OEM specifications. We leverage ALLDATA, the #1 automotive repair software which provides up-to-date OEM repair information and procedures for 95% of all vehicles on the road today. In addition, we use BASF Automotive Refinish SmartColor→ for paint color matching.

From the moment you call and notify us of the need of our services, you can trust that we will fulfill your needs in a timely manner following the steps outlined below:



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### ***Step 1***

Following a notification from the City of Round Rock of a vehicle in need of repair, we will set up a preliminary inspection, where the Body Shop Manager and/or lead estimator, will come to the specified City of Round Rock facility and take photos of the vehicle. The photos taken will document the following:

- VIN plate on driver's door, door jamb, or on driver's side dash
- Mileage
- Asset number
- Views of all four corners of vehicle
- Front and rear of vehicle
- Up close details of damaged area(s)
- Distanced views of damaged area(s)

### ***Step 2***

After all photographs have been taken, a preliminary estimate of the damages will be written within the required two (2) day period. During this step, all photos are analyzed to identify cosmetic, structural, and suspension damage. This analysis includes:

- Repair versus replace cost analysis
- Identify affected panel construction material type for proper quoting
- Identify Remove and Inspect (R&I) items
- Identify Remove and Replace (R&R) items
- Identify required blending (application of clear coat to undamaged adjacent panels)



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- Identify required decal removal
- Identify required fluid recovery such as refrigerant, fuel, oil, and other fluids
- Identify required frame work including setup and pull times
- Identify welded or bonded panels and required specialty consumables such as corrosion protectants
- Sublet services identification such as PDR, glass, alignments, and tire services
- Sublet materials and handling identification such as hazardous waste removal, corrosion protection, and consumables such as primer, seam sealer, adhesives, freon, etc.

Based upon the analysis, project and labor breakdowns are created to form the preliminary estimate. Upon completing the estimate, all photos, and an estimated date of completion will be sent electronically to the appropriate contact at the City of Round Rock for review and approval.

Each estimate will also include the following information:

- Department name and location work will be completed
- Designated contact name and phone number
- Breakdown of labor costs (number of workers, hours worked and hourly rates)
- Materials (detailed descriptions, quantity, unit prices and extended price amounts)
- Total cost (labor and materials)
- Description of work to be completed
- Time projected to complete the project



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### ***Step 3***

Once approved by the City of Round Rock, Hester's Automotive and Body Shop will confirm or deny the job. If accepted, Steps 4 and 5 below will begin in parallel.

### ***Step 4***

All parts approved in the initial estimate will be ordered at this time. All parts will be OEM, or if approved by the City of Round Rock, Certified Automotive Parts Association (CAPA) aftermarket or used parts. If any parts are on backorder, Hester's Automotive and Body Shop will communicate this status to the City of Round Rock. Upon delivery from supplier(s), all parts will be inspected to ensure there are no missing or damaged parts.

If no parts are required, this step is not applicable.

### ***Step 5***

Transportation arrangements will be made for the vehicle. If the City of Round Rock does not deliver the vehicle to Hester's Automotive and Body Shop, we will schedule a date and time for towing of the vehicle from 901 Luther Peterson Place and deliver at 406 Sunset Drive within the defined five (5) day period. Towing will be performed by subcontractor, Double R Towing.

Double R Towing has access to the Hester's Automotive and Body Shop facility for after hour deliveries. When a law enforcement vehicle is involved and needs to be towed after normal business hours (Monday-Friday 8:00 am-5:00 pm), a representative of Hester's Automotive and Body Shop will meet Double R Towing to ensure the vehicle gets stored in the safest manner possible. All City of Round Rock vehicles will be stored inside our fenced and locked parking lot,



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and all law enforcement vehicles will be stored inside one of our locked garage bays for additional security.

### ***Step 6***

Next, the teardown process begins. Teardown includes tasks such as:

- Pre-scan for mechanical issues
- Removing all affected components such as bumpers, fenders, lights, bolt on panels, and specialty components
- Glass removal
- Fluid removals
- Removal of interior components such as seats, headliner, and trim pieces

It is during this step that additional damage may be discovered that was hidden during the preliminary inspection (Step 1). If additional damage is discovered, a supplement will be written for the additional parts and labor. Creation of any supplements follows a similar process as defined in Step 2 above. The supplement, pre-scan report, and any additional photos will be sent to the appropriate contact at the City of Round Rock for authorization. If a supplement is required, the repair project will be suspended until supplement approval from the City of Round Rock is received. Once approval is received, any additional required parts will be ordered as described in Step 4 above.

### ***Step 7***

Hester's Automotive and Body Shop follows industry best practices and procedures for all repairs based upon vehicle manufacturer's specifications. The repair process entails returning



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the vehicle to its pre-collision condition. This will vary on each project but at a high level it includes tasks like:

- Decal removal
- Grinding, sanding original paint, and drilling out spot welds
- Removing and or sectioning existing panels
- Frame work which involves detailed measuring, welding pull pins and plates, pulling, and other fine adjustments
- Welding of replaced panels, sectioned panels, frame sections, and spot welding
- Apply body fillers such as Bondo® Filler and Resin and fiberglass
- Sanding to a primer and paint ready condition
- Scuffing and application of adhesion promoter on all plastic panels to be painted
- Scuffing and application of sealer on metal components to be painted
- Any required and approved mechanical issues found by pre-scan are fixed

Throughout the repair process, as components are installed, they are measured to validate compliance with OEM standards.

Note, painting of bolt-on components may be performed during this step utilizing the process described in Step 8 below.

### ***Step 8***

Upon completion of the body work repair, the vehicle will be moved to our fully enclosed and ventilated paint booth. Every vehicle comes with a vehicle specific paint code. Hester's

Automotive and Body Shop utilizes BASF Automotive Refinish SmartColor to formulate and mix



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the paint color for the vehicle. Prior to painting, all areas not to be painted are wrapped in plastic and taped. Windows, mirrors, and door jambs are masked to prevent overspray. Areas to be painted are wiped down with a cleaning solvent to be freed of any dust or foreign material. To provide the best color match possible and minimize material waste, all repaired areas of the vehicle will be painted at the same time. Clear coating is applied immediately after the paint. All panels requiring blending will be blended. The paint is then allowed to cure in a dust free environment for a minimum of 12 hours (or the time specified by manufacturer's recommendations). After the paint has cured, any imperfections will be color sanded and buffed to ensure the highest quality finish.

### ***Step 9***

The final assembly process includes tasks such as:

- Re-installation of any remaining bolt-on parts
- Re-installation of removed interior and specialized components
- Installation of new or removed glass
- Suspension alignment and tire services
- Final adjustments performed to meet vehicle specifications

### ***Step 10***

After the vehicle is completely reassembled, the Body Shop Manager will perform a quality control inspection to verify all repairs meet OEM specifications. This includes tasks such as:

- Post-scan to validate any mechanical repairs completed
- Test drive for non-law enforcement vehicles when mechanical repairs were performed



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- Paint inspection
- Electrical and lighting inspection such as headlights, taillights, and horns

Note, due to the terms of this contract, Hester's Automotive and Body Shop will not be able to perform normal post-mechanical repair test drives on law enforcement vehicles which are often necessary to validate these types of repairs.

### ***Step 11***

Once the vehicle is verified as repaired to specification, it is hand washed and vacuumed at our facility. We wipe down all interior surfaces to ensure no dust, metal shavings, etc. are in the vehicle.

### ***Step 12***

After deemed complete, Hester's Automotive and Body Shop will finalize the invoice, which shall include:

- Total hours worked and hourly labor rate
- Supplies and materials price including markup
- Receipts of materials used
- Associated VIN
- Additional job specific documentation may also be included such as pre and post-scan reports

The final invoice will be submitted electronically to the appropriate City of Round Rock contact.



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### ***Step 13***

The Automotive and Body Shop Manager will inform the City of Round Rock contact that the project is complete. Unless directed to do otherwise by the City of Round Rock Contact, Hester's Automotive and Body Shop will schedule Double R Towing to pick up and deliver the repaired vehicle from Hester's Automotive and Body Shop to the City of Round Rock Fleet Maintenance facility.

### **Statement of Compliance**

Hester's Automotive and Body Shop follows all federal, state, and local governing entities rules and regulations. We display posters containing information on the Workers' Compensation Program, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, the Employee Polygraph Protection Act, and the Occupational Safety and Health Act as required by the State of Texas.

Hester's Automotive and Body Shop complies with the terms of the City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15.

Hester's Automotive and Body Shop finds the PDR tables utilized in Attachment C – Cost Proposal Worksheet does not conform to industry recognized standards or Hester's Automotive and Body Shop's experience with the City of Round Rock's repair needs. For instance:

- Estimated quantity of hours for Structural Repairs (Section I #3) and Mechanical Repair Services (Section I #4) are disproportionately high compared to Body Repair Shop Services (Section I #1) and Rate Painting Services (Section I #2).
- PDR dent ranges utilized in the RFP (1-5, 5-10, and 10+) have overlapping ranges



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- PDR panel locations such as hood, roof, deck lid, doors, roof rails, etc. are not differentiated
- PDR panel materials such as aluminum and high strength steel are not differentiated
- PDR other standard markups like panels requiring glue pulls and over-sized vehicles like full size sport utility vehicles, heavy duty trucks, vans, etc.

Hester's Automotive and Body Shop has utilized a cost averaging methodology to best conform with the RFP's approach for PDR labor costs.

### **Security of Vehicles**

Hester's Automotive and Body Shop provides a secure facility where the City of Round Rock's vehicles will be stored and repaired. The facility is enclosed by an 8 foot high chain fence with gates secured with chain and locks. Access to lock combination and keys are controlled by Hester's Automotive and Body Shop and is limited to select employees and a single trusted sub-contracting tow company: Double R Towing.

Additional security will be provided for law enforcement vehicles requiring overnight storage.

Law enforcement vehicles will be further secured in one of the 5 bays of our facility that include additional door locks.



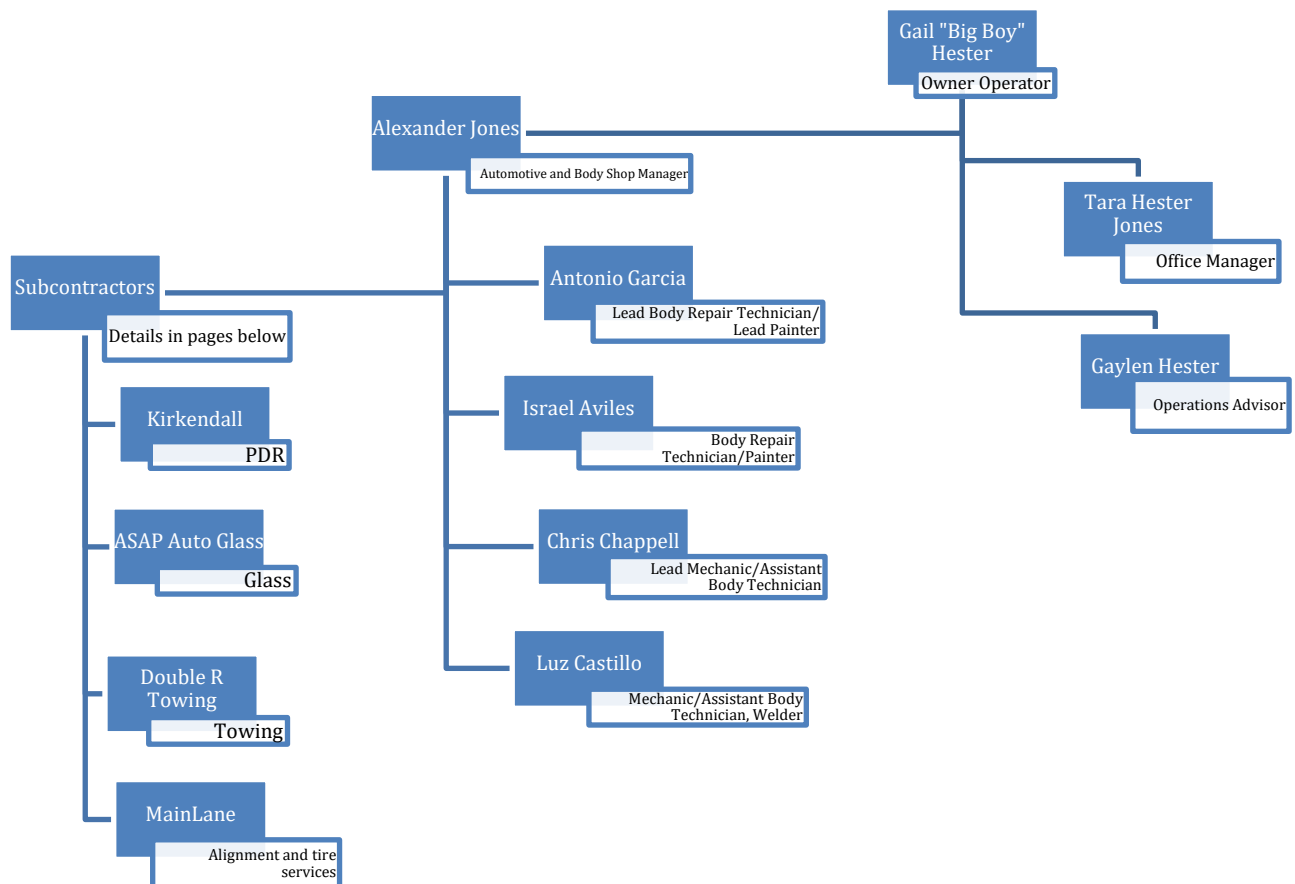
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### Project Management Structure

Hester's Automotive and Body Shop is a small business with 8 employees as shown below. All operations are overseen by the business owner and operator. Day-to-day operations of all aspects of repairs is managed by the Automotive and Body Shop Manager. Other operational aspects such as payroll and finances are performed by the Office Manager. All body repair technicians and mechanics are supervised by the Automotive and Body Shop Manager and managed by the Owner/Operator.





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### **Subcontractor Project Descriptions**

All subcontractors are managed by the Automotive and Body Shop Manager. The use of subcontractors for this contract is limited to the following:

**Paintless Dent Repair (PDR)** will be performed by Kirkendall. Hester's Automotive and Body Shop has been subcontracting Kirkendall for paintless dent repair for the last three (3) years. For this contract, when possible, paintless dent repair processes will be utilized. When circumstances warrant such repairs, Hester's Automotive and Body Shop will contact Kirkendall to perform this service. This relationship is overseen by the Automotive and Body Shop Manager.

**Glass supplies and installation** services will be performed by ASAP Auto Glass. ASAP Auto Glass has been a subcontractor for Hester's Automotive and Body Shop for over five (5) years. When these services are required, Hester's Automotive and Body Shop will contact ASAP Auto Glass to provide the required glass and perform the installation. This relationship is overseen by the Automotive and Body Shop Manager.

**Towing** services will be performed by another locally owned business: Double R Towing. Hester's Automotive and Body Shop has been subcontracting Double R Towing for over 20 years and they are currently on the City of Round Rock's towing rotation. When towing services are required, Hester's Automotive and Body Shop will contact Double R Towing to perform this service. This relationship is overseen by the Automotive and Body Shop Manager.

**Alignment and tire** services will be performed by MainLane. Hester's Automotive and Body Shop has been subcontracting MainLane for approximately 3 years for all suspension



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alignments and tire services such as mounting and balancing. When these services are required,

Hester's Automotive and Body Shop will contact MainLane to perform this service. This

relationship is overseen by the Automotive and Body Shop Manager.



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### **Prior Work Experience**

Over the years, Hester's Automotive and Body Shop has been the primary auto body repair facility for several large commercial accounts. We have also been a primary repair facility for the City of Round Rock. Between the City of Round Rock and other commercial accounts, we routinely perform repairs on a variety of vehicles, ranging from light duty cars and trucks to passenger vans and buses, to law enforcement vehicles, etc.

Current commercial accounts include Anchor-Ventana Glass, Emerald Lawns, The Rios Group, Kenmar Residential Services, and other smaller accounts. These businesses have both standard and uniquely equipped vehicles. Hester's Automotive and Body Shop has the versatility and experience to service specialized vehicles.

Below are some examples of the businesses we've completed work for, a description of their fleet, and the types of past repairs performed:

#### ***The City of Round Rock (2000-Current)***

901 Luther Peterson Place, Round Rock, TX., 78665

Vehicles and repairs: 453 light vehicles (sedans, SUV's, vans, and light trucks) and 104 medium and large trucks. The City of Round Rock is our largest and most commercial account. Vehicle repair projects have ranged from small cars to large utility bed pickups. A large portion of repairs performed have been on law enforcement vehicles, including Ford Crown Victoria's, Ford Explorers, Chevrolet Tahoe's, and occasional undercover vehicles. What makes these vehicles unique is the variety of after-market components. Hester's Automotive and Body Shop has the experience, knowledge, and tools to complete repairs on vehicles equipped with



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components like front bumper push guards, backseat security cages, and canine (K-9)

equipment. Hester's Automotive and Body Shop understands that law enforcement vehicles are a necessity to keeping our city safe, so these vehicles take priority over most jobs. Over the past 20 years, Hester's Automotive and Body Shop has performed common repairs including bolt on body parts, welded body panels, and mechanical and suspension components. More specialized work has included utility bed door replacements, bumper replacements, and other specialty equipment repair and paint. During this period, there have been no jobs rejected for not meeting the City of Round Rock's expectations or specifications.

### ***Anchor-Ventana Glass (2010-Current)***

1609 Chisholm Trail #100, Round Rock, TX., 78681

Vehicles and repairs: Approximately 30 - ½, ¾, and 1 ton heavy duty pickups. Most of Anchor-Ventana's vehicles are equipped with specialized glass transportation racks on the beds. Past repairs include bolt on body panels, weld on bed panels, and complete roofs. Repairs often include removal and safe storage of specialized components while repairs are performed.

### ***Emerald Lawns (2018-Current)***

3567 Rocking J Rd, Round Rock, TX., 78665

Vehicles and repairs: Approximately 60 - ½, ¾, and 1 ton heavy duty pickups. A large portion of Emerald Lawns' vehicles are flatbeds equipped with specialty lawn and pest control components. Most repairs have been front-end collision jobs and bed repair and/or replacement. In some cases, major repairs have included complete interior removal to allow



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the sectioning in a piece of the cab or to replace a roof. Several repairs have required complete suspension overhaul and axle replacements.

### ***The Rios Group (2015-Current)***

575 Round Rock West Drive, Round Rock, TX., 78681

Vehicles and repairs: Approximately 20 - ¾ and 1 ton heavy duty full size pickups. Repairs completed range from small front-end jobs, doors, and cab components up to complete bed panel and full bed replacements. Suspension and drivetrain repairs have also been performed.

### ***Kenmar Residential Services (2012-Current)***

33 Cypress Blvd #100, Round Rock, TX., 78665

Vehicles and repairs: Approximately 30 - ½ and 1 ton passenger vans and approximately 20 light duty vehicles (cars and sport utility vehicles (SUV)). Past repairs range from small fender work to complete side panel and roof replacements. Regular mechanical and suspension work on a large portion of these vehicles is regularly performed.



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Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Personnel**

Hester's Automotive and Body Shop takes pride in all work performed. Established in 1960 by Round Rock native, Gail "Big Boy" Hester, our superior quality and service has been the cornerstone of the company and allowed us to thrive in the community as a preferred automotive and body shop. This success is also seen in the tenure of our employees who bring together over 200 years of automotive and body shop repair experience! Many employees have prior automotive and body repair experiences, before joining the Hester's Automotive and Body Shop team.

#### ***Gail "Big Boy" Hester – Owner and Operator***

As the owner and operator of Hester's Automotive and Body Shop, Big Boy has over 60 years of mechanical expertise. He is responsible for overall management of the shop, customer service, marketing, quality control, and all personnel management.

#### ***Alexander "Alec" Jones – Automotive and Body Shop Manager/Estimator***

Alec joined the family business in 2014 and quickly rose to the Automotive and Body Shop Manager position. He has 10 years of mechanical experience which began in the oil fields of West Texas prior to joining the business. He has a Structural Welding Certificate from Austin Community College.

As Automotive and Body Shop Manager, Alec is responsible for day-to-day operations and supervises both the automotive mechanics and body repair technicians. In addition, he is responsible for all body shop repair estimates, scheduling, welding, and quality control. Alec is the lead contact and negotiator for all contracts.



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### ***Tara Hester Jones – Office Manager***

Tara has worked for the family business for the last 31 years as the office manager. She is responsible for the business' finances including payroll, invoicing, and accounts receivable. Tara maintains all employee records. She prepares and files all state and federal payroll reports. She maintains all commercial accounts and prepares all financial records for Hester's Automotive and Body Shop's Certified Public Accountant (CPA) financial report processing. In addition to finances, she performs all clerical work including answering phones, customer invoicing and scheduling. She is also responsible for day-to-day business related operations and marketing. Tara is the secondary contact and negotiator for all contracts.

### ***Gaylen Hester – Operations Advisor***

Gaylen joined his father's business 37 years ago. Gaylen helped expand the business to include body repairs shortly after joining the company. Today, he works part time in an advisory role on automotive and body shop operations.

### ***Antonio "Tony" Garcia – Lead Body Repair Technician/Lead Painter***

Tony has been with the company for over 32 years. He is the lead body shop technician and lead painter. He is an expert in all aspects of the repair process. Whether it be the initial teardown and inspection, or the final assembly and quality control, he has a hand in repairing every vehicle. He has mastered the art of using body fillers, like Bondo® Filler and Resin, and fiberglass to repair vehicle panels back to their original condition. He is an automotive paint specialist. He has completed thousands paint jobs on a vast variety of vehicles using a wide variety of refinishing processes. Tony has experience in two-stage paint (base coat and clear



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

coat), three-stage paint (ground coat, base coat, and clear coat), and the occasional two-tone or custom paint schemes. Tony is meticulous in every step of the vehicle repair process. Tony will lead and perform all aspects of body repairs and paint processes under the contract.

### ***Israel Aviles – Body Repair Technician/Painter***

Israel is the newest hire at Hester's Automotive and Body Shop. He joined the team 3 years ago and is an experienced body repair technician. Under the guidance of lead painter Tony Garcia, Israel has established himself as a quality automotive painter. His responsibilities include all aspects of the body repair process with focus on teardown, applying body fillers, sanding, feathering, priming, and painting. He performs final vehicle detailing prior to delivery.

### ***Christopher "Chris" Chappell – Lead Mechanic/Assistant Body Repair Technician/Welder***

Chris has been with our company for over 27 years. He is responsible for all automotive mechanical repairs from initial diagnosis to completion. He is experienced in both foreign and domestic vehicles, with knowledge in a variety of vehicle components including air conditioning and heating, brakes, coolant systems, electrical, all engine components, powertrain management, restraint systems, suspension, and much more. Aside from automotive mechanical work, Chris has experience in a wide variety of the body repair processes including teardown, assembly, frame repair, and welding. Chris will lead and perform all mechanical repairs to vehicle manufacturer's specifications required under the contract and assist with body repairs when needed.



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### ***Luz Castillo - Mechanic/Assistant Body Technician/Welder***

Luz joined Hester's Automotive and Body Shop 26 years ago and has recently transitioned to a part time employee. Luz is experienced in both foreign and domestic automotive mechanical repairs including air conditioning and heating, brakes, cooling, electrical, all engine components, powertrain management, restraint systems, suspension and much more. Luz is also experienced in the body repair process including teardown, assembly, frame repair, and welding. When needed, he will assist in both mechanical and body repairs required under the contract.



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Authorized Negotiators**

Authorized negotiators for contract terms and to render binding decisions on contract matters are:

***Alexander Jones - Automotive and Body Shop Manager/Estimator***

[estimates.hestersauto@gmail.com](mailto:estimates.hestersauto@gmail.com)

512-255-3411

***Tara Hester Jones - Office Manager***

[hestersauto@sbcglobal.net](mailto:hestersauto@sbcglobal.net)

512-255-3411



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Attachments and Addendum**

The following Attachments are included hereafter:

**Attachment A - Proposal Submittal Form and Execution**

**Attachment B - Reference Sheet**

**Attachment C - Subcontractor Information Form**

**Addendum 1**



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

City of Round Rock  
Autobody and/or Paintless Dent Repair Services  
RFP No. 22-016  
Class/Item: 928-15  
June 2022

### ATTACHMENT A PROPOSAL SUBMITTAL FORM AND EXECUTION

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): Hester's Automotive and Body Shop

SIGNATURE (IN INK): 

NAME (TYPED/PRINTED) Alexander R. Jones

TITLE: Automotive and Body Shop Manager DATE: 07/15/2022

STREET: 406 Sunset Drive

CITY/STATE/ZIP: Round Rock, Texas, 78664

TELEPHONE AND FACSIMILE NO.: Phone - 512-255-3411 Fax - 512-255-6017

E-MAIL ADDRESS: estimates.hestersauto@gmail.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 1-74-1445549-7

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/city-businesses/solicitations/>



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### ATTACHMENT B

### REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 22-016

RESPONDENT'S NAME: HESTER'S AUTOMOTIVE AND BODY SHOP DATE: 07/15/2022

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 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: The Rios Group  
Name of Contact: Ken Leddy  
Title of Contact: Field Manager  
E-Mail Address: [kledddy@rios-group.com](mailto:kledddy@rios-group.com)  
Present Address: 575 Round Rock West Drive. Building K, Suite 400  
City, State, Zip Code: Round Rock, TX. 78681  
Telephone Number: (512) 718-7219 Fax Number: (512) 277-3070



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

2. Company's Name: Kenmar Residential Services, Inc.
- Name of Contact: Brad Parnham
- Title of Contact: Business Manager
- E-Mail Address: [bradp@kenmartx.com](mailto:bradp@kenmartx.com)
- Present Address: 33 Cypress Blvd. Suite 100
- City, State, Zip Code: Round Rock, TX. 78665
- Telephone Number: (512) 336-0800 x 212 Fax Number: (512) 336-0812
- 
3. Company's Name: Anchor-Ventana Glass
- Name of Contact: Reece Kuhlmann
- Title of Contact: Manager
- E-Mail Address: [rkuhlmann@ventanaman.com](mailto:rkuhlmann@ventanaman.com)
- Present Address: 1607 Chisholm Trail #100
- City, State, Zip Code: Round Rock, TX. 78680
- Telephone Number: (512) 388-9400 Fax Number: (512) 388-5311



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### ATTACHMENT C

#### SUBCONTRACTOR INFORMATION FORM

COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITAION NUMBER: 22-016

**RESPONDENT'S NAME:** Hester's Automotive and Body Shop **DATE:** 07/15/2022

- CIRCLE ONE – NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT NO  
YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

1. Subcontractor Name: Kirkendall  
Name of Contact: Scott Kirkendall  
Title of Contact: Owner and Operator  
E-Mail Address: voodoo1200@hotmail.com  
Address: 2908 Kenai Dr.  
City, State, Zip Code: Cedar Park, TX. 78613  
Telephone Number: (512) 748-0888  
Describe work to be performed: All paintless dent repair (PDR) services required by contract.  
Percentage of contract  
Work to be performed: 100% of PDR work.



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

2. Subcontractor Name: Parnell ASAP Auto Glass, DBA
- Name of Contact: James Parnell
- Title of Contact: Owner and Operator
- E-Mail Address: asapautoglass.james@gmail.com
- Address: 265 Christensen Road
- City, State, Zip Code: Elgin, TX. 78621
- Telephone Number: (512) 484-9064
- Describe work to be Performed: Remove, replace, and supply all auto glass.
- Percentage of contract Work to be performed: 100% of glass work.
- 
3. Subcontractor Name: Double R Towing, Inc.
- Name of Contact: Kristie Babcock
- Title of Contact: Dispatch and Secretary
- E-Mail Address: doublertowingrr@aol.com
- Address: 1251 Provident Lane
- City, State, Zip Code: Round Rock, TX. 78664
- Telephone Number: (512) 388-2049 Fax (512) 733-6654
- Describe work to be Performed: Tow vehicles to and from City of Round Rock fleet facility to Hester's Automotive and Body Shop.



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

Percentage of contract

Work to be performed: 100% of towing.

4. Subcontractor Name: MainLane LLC (registered under Rush Automotive LLC)

Name of Contact: Jennifer Neville

Title of Contact: Store Manager

E-Mail Address: jennifer@myrushauto.com

Address: 901 North Interstate Highway 35

City, State, Zip Code: Round Rock, TX. 78664

Telephone Number: (512) 599-4240

Describe work to be

Performed: Alignment and tire services.

Percentage of contract

Work to be performed: 100% alignments and tire services.



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15



### ADDENDUM CITY OF ROUND ROCK, TEXAS

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**Solicitation: RFP 22-016**

**Addendum No: 1**

**Date of Addendum: 6/28/2022**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Clarifications:**

- A. See 1.1 Attachment D- UPDATED Cost Proposal Worksheet.
- B. The date for the City's response to questions or addendums is corrected to read July 1, 2022.

**II. Questions:**

- Q1. PART IV, Section 6E: Will the contractor be providing the towing, or will the City be arranging the tow?**  
A1. In most instances, a police officer will drive the vehicle to the contractor's facility. In certain circumstances, the City may need towing services to be provided by the Contractor.
- Q2. What is the distance for the tow fee on the bid sheet?**  
A2. We are looking for a flat fee. It is up to the proposer to determine this flat fee.
- Q3. Can we add a line in the cost sheet for removal and installation (R&I)**  
A3. This has been added to Attachment D- UPDATED Cost Proposal Sheet.
- Q4. Costs will change based on the number of dents. How can we account for that? If you have 23 dents that may get expensive if we can price differently based on the number of dents, can we account for that?**  
A4. See Attachment D- UPDATED Cost Proposal Sheet, the City has added ranges of number of dents to allow for discounting. The vendor can charge less than their contractual cost but cannot exceed their contractual cost.
- Q5. The RFP mentions a \$200,000/year contract. What if that amount is exceeded?**  
A5. The City closely monitors all contracts. The City can do a one-time 25% increase during the term of the contract. If the contract is expected to run out of funds before the end of the contract term, a new contract will be solicited.
- Q6. Is there a specific format and content for the transmittal letter?**  
A6. No there is no specific format or content for the transmittal letter.
- Q7. Do you have a paint-less dent repair estimator on staff?**  
A7. No, the City does not have a paint-less dent repair estimator on staff.
- Q8. How will the City handle additional damage found after an estimate has been provided?**  
A8. The Contractor shall inform the City of the damage and gain approval to correct the damage before proceeding with repairs.
- Q9. How does the contractor account for replacement parts such as windows, window seals, etc.?**  
A9. This is covered under Section II: Autobody Repair Materials on the Cost Proposal Sheet.
- Q10. In the event of an accident where the vehicle is inoperable, who is responsible for towing the vehicle from the scene to the city maintenance facility?**  
A10. The City will be responsible for towing from the accident site to the City Shop.
- Q11. On tab 4 of the proposal format, it says "years completed". For open accounts and activities, is it OK to label them as "2012 - Current" or would you prefer to see "2012 - 2022"?**  
A11. It is acceptable to label them "2021-Current"



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

**Q12.** The city's current practice is to perform tire and mechanical work at the city facility. Who will be responsible for associated repairs for vehicles requiring body work (e.g suspension alignments, wheel mount, and balance)?

**A12.** The vendor will complete all the repairs necessary so that the vehicle, once returned, will be ready for re-issue to the end user.

**Q13.** On page 4 of the proposal, section 9, part C, Attachment B- Says a city reference cannot be used. On page 15, section 5, tab 4 for prior work experience, it says to use relevant municipal, corporate, and individual experience. If I am understanding correctly, the shop cannot use the city as a reference, but can the personnel employed by the shop reference past and current repair work for The City of Round Rock?

**A13.** A Respondent cannot use the City as a reference listed on Attachment B, however a respondent can elaborate upon relevant work experience with the City to describe their municipal work experience which is evaluated.

**Q14.** On page 15, section 5, Tab 2, How would you like the description of our repairs formatted? Paragraph form, or more of a bulleted "How-To" format?

**A14.** The City does not have a preference.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

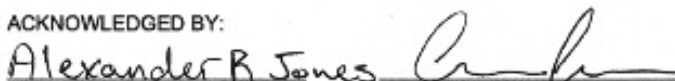
APPROVED BY:

  
Amanda Crowell, Purchaser  
Purchasing Office, 512-218-5458

6/28/2022

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

  
Name Authorized Signature

7/15/2022  
Date

**RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.**



# Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

## Attachment D – Cost Proposal Worksheet

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. <b>The total contract value(s) shall not exceed \$200,000 per fiscal year for the life of the contract.</b>					
<b>Section I: Labor for Autobody Repair Services (Optional)</b>					
No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor/Shop Rate Body Repair Shop Services	400	Hour	\$54.00	\$21,600.00
2	Hourly Labor/Shop Rate Painting Services	400	Hour	\$54.00	\$21,600.00
3	Hourly Labor/Shop Rate Structural Repair Services	400	Hour	\$65.00	\$26,000.00
4	Hourly Labor/Shop Rate Related Mechanical Repair Services	400	Hour	\$95.00	\$38,000.00
<b>Total Annual Amount:</b>					<b>\$107,200.00</b>
<b>Section II: Autobody Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)</b>					
Percent Markup over Cost for Autobody Repair Materials			Percentage Markup		15%
<b>Section III: Labor for Paintless Dent Repair Services (Optional)</b>					
No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
5	Pea Size Dent Repair (1-5 Dents)	200	each	\$95.00	\$19,000.00
5A	Pea Size Dent Repair (5-10 Dents)	50	each	\$145.00	\$7,250.00
5B	Pea Size Dent Repair (10+ Dents)	50	each	\$350.00	\$17,500.00
6	Nickel Size Dent Repair (1-5 Dents)	200	each	\$140.00	\$28,000.00
6A	Nickel Size Dent Repair (5-10 Dents)	50	each	\$195.00	\$9,750.00
6B	Nickel Size Dent Repair (10+ Dents)	50	each	\$400.00	\$20,000.00
7	Quarter Size Dent Repair (1-5 Dents)	200	each	\$170.00	\$34,000.00
7A	Quarter Size Dent Repair (5-10 Dents)	50	each	\$235.00	\$11,750.00
7B	Quarter Size Dent Repair (10+ Dents)	50	each	\$450.00	\$22,500.00
8	Half Dollar Size Dent Repair (1-5 Dents)	200	each	\$200.00	\$40,000.00
8A	Half Dollar Size Dent Repair (5-10 Dents)	50	each	\$290.00	\$14,500.00
8B	Half Dollar Size Dent Repair (10+ Dents)	50	each	\$475.00	\$23,750.00
9	Removal and Installation (R&I)	300	hour	\$52.00	\$15,600.00
<b>Total Annual Amount:</b>					<b>\$263,600.00</b>
<b>Section IV: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)</b>					
Percent Markup over Cost for Paintless Dent Repair Materials			Percentage Markup		15%
<b>Section V: Towing (this must be a flat rate- No alternative or fluctuating tow rate schedule will be considered by the City)</b>					
10	Towing Fee	250	each	\$65.00	\$16,250.00
<b>Estimated Annual Total:</b>					<b>\$387,050.00</b>



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Exceptions**

Hester's Automotive and Body Shop has no exceptions to the City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15.



EVALUATION MATRIX  
RFP 22-016  
Autobody and/or Paintless Dent Repair Services

Evaluation Category	Maximum Points	Hesters Automotive and Body Repair	House of Dents
Cost Assigned by Points	30	20	30
Program	35	32	28
Work Experience and Personnel Qualifications	35	34	28
Total	100	86	86

Recommended for Award: Hesters Automotive and Body Shop and House of Dents

The Cost evaluated was based on Option 2 of the solicitation for Comparison Purposes only.



# 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:  
2022-938558

Date Filed:  
09/27/2022

Date Acknowledged:

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

Hester's Automotive and Body Shop  
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.

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  
Autobody and/or paintless dent 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 Gail Hester, and my date of birth is [REDACTED].

My address is 803 Timberwood Dr. Round Rock Tx 78664 US.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 27 day of Sept., 2022.  
(month) (year)

x Gail Hester

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.**

Hester's Automotive and Body Shop  
Round Rock, TX United States

**Certificate Number:**  
2022-938558

**Date Filed:**  
09/27/2022

**Date Acknowledged:**  
10/13/2022

**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  
Autobody and/or paintless dent 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: F.8**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with House of Dents, Inc. for auto body and/or paintless dent repair services for City vehicles.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$1,000,000.00

**Indexes:** General Fund

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

**Department:** General Services

---

### Text of Legislative File 2022-346

With this agreement, General Services will sublet auto body repair services to House of Dents, Inc. for auto body and/or paintless dent repair services for City vehicles.

The RFP solicitation was advertised, a total of 14 vendors were contacted, a total of 2 vendor responses were received. It has been determined that House of Dents, Inc. and Hester's Automotive and Body Shop offers the best value to the City.

RFP-22-016

**Cost:** \$1,000,000.00

**Source of Funds:** General Fund



**RESOLUTION NO. R-2022-346**

**WHEREAS**, the City of Round Rock (“City”) has duly sought proposals for the purchase of autobody and/or paintless dent repair services; and

**WHEREAS**, House of Dents, Inc. has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

**WHEREAS**, the City Council desires to enter into an agreement with House of Dents, Inc. for autobody and/or paintless dent repair services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Autobody And/Or Paintless Dent Repair Services with House of Dents, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF AUTOBODY AND/OR  
PAINTLESS DENT REPAIR SERVICES WITH  
HOUSE OF DENTS, 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 autobody and/or paintless dent repair 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, 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 **HOUSE OF DENTS, INC.**, whose offices are located at 3620 Galena Hills Loop, Round Rock, Texas 78681 (referred to herein as the "Vendor").

**RECITALS:**

**WHEREAS**, City desires to purchase autobody and/or paintless dent repair services, and associated goods and services; and

**WHEREAS**, City has issued its "Request for Proposal" for the provision of said services, and City has determined that Vendor provides the best value for the City; and

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

**NOW, THEREFORE, WITNESSETH:**

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

**1.0 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: City's Request for Proposal designated Solicitation Number 22-016 ("RFP") and Vendor's Response to RFP, attached hereto and incorporated herein as Exhibit "A" and any additional exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:



- (1) This Agreement;
- (2) Vendor's Response to RFP; and
- (3) City's RFP, exhibits, and attachments.

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

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

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

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

F. **Vendor** means House of Dents, Inc., or any of its successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

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

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

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. City may permit "unit price" adjustments upwards only in accordance with Part III, Item 7 of City's RFP included as a part of Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

D. 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 Vendor to supply the services as outlined in RFP Solicitation Number 22-016; and Response to RFP submitted by Vendor, all as specified in Exhibits A-C. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Vendor in its Response to the RFP.

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 DUAL PROVIDERS OF SERVICES**

The parties specifically acknowledge and agree that Vendor shall be considered as one of two (2) providers (“dual providers”) of the specified goods and services. Vendor specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two (2) providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

### **5.0 ITEMS AWARDED**

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit “A” at the sole request of the City. Vendor shall 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.

### **6.0 COSTS**

A. Only if, as, and when needed by City, the bid costs listed on Attachment D- Cost Proposal Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of service

B. The City’s payments to the dual providers collectively shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00) per year** and shall not exceed **One Million and No/100 Dollars (\$1,000,000.00)** in total for the term of this Agreement.

### **7.0 INVOICES**

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

A. Name and address of Vendor;



- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

## **8.0 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 of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **9.0 NON-APPROPRIATION AND FISCAL FUNDING**

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

## **10.0 PROMPT PAYMENT POLICY**

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

- 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 causes the payment to be late;  
or



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

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

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

## **11.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without incurring any 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.

## **12.0 TAXES**

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

## **13.0 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor cannot provide the services as specified, City reserves the right and option to obtain same from another source or supplier(s).

## **14.0 INSURANCE**

Vendor shall meet all requirements as stated in Part II, Section 2 of the attached RFP Solicitation Number 22-016.

## **15.0 CITY'S REPRESENTATIVE**

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

Rocky Buoy  
Manager Fleet Operations  
212 Commerce Cove  
Round Rock, TX 78664  
737-610-5451  
[rbuoy@roundrocktexas.gov](mailto:rbuoy@roundrocktexas.gov)



## **16.0 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.

## **17.0 DEFAULT**

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services 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 hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## **18.0 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 Vendor.

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

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with 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 termination notice, Vendor shall submit a statement showing in detail the goods and services satisfactorily performed hereunder 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.

## **19.0 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.

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

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

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

## **21.0 ASSIGNMENT AND DELEGATION**

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

## **22.0 NOTICES**

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

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

### **Notice to Vendor:**

Lori Johnson, Vice-President  
House of Dents, Inc.  
3620 Galena Hills Loop  
Round Rock, Texas 78681

### **Notice to City:**

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

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

## **23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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



## **24.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitute 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.

## **25.0 DISPUTE RESOLUTION**

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

## **26.0 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 such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions 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 to be void.

## **27.0 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: \_\_\_\_\_

**House of Dents, Inc.**

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

**For City, Attest:**

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

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

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





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

**REQUEST FOR PROPOSAL (RFP)**

**AUTOBODY AND/OR PAINTLESS DENT REPAIR  
SERVICES**

**SOLICITATION NUMBER 22-016**

**June 2022**



**AUTOBODY AND/OR PAINTLESS DENT REPAIR SERVICES  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.
2. **BACKGROUND:** The City of Round Rock has a fleet of 453 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather events.

The City intends to award to all responsive respondents that the City deems qualified as determined by evaluated total scores equal to or greater than 80 points. The total value of the resulting contract(s) shall not exceed \$200,000 per fiscal year for all awarded Contractors combined.

3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 7
Part III – Supplemental Terms and Conditions	Page(s) 8-10
Part IV – Scope of Work	Page(s) 11-14
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 15-17
Attachment A – Proposal Submittal Form and Execution	Page 18
Attachment B – Reference Sheet	Page 19
Attachment C – Subcontractor Information Form	Page 20
Attachment D – Cost Proposal Worksheet	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT(S):** 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](mailto:acrowell@roundrocktexas.gov)

**Adam Gagnon**  
Purchaser  
Purchasing Division  
City of Round Rock  
Phone: 512-218-5456  
E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)

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



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

EVENT	DATE
Solicitation released	June 15, 2022
Optional Pre-Proposal meeting	June 24, 2022 @ 10:00 AM CST
Deadline for submission of questions	June 27, 2022 @ 5:00 PM CST
City responses to questions or addendums	Approximately June 31, 2022 @ 5:00 PM CST
<b>Deadline for submission of responses</b>	<b>July 18, 2022 @ 3:00 PM CST</b>

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

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

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

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

**6. SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

**7. OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.

- A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall initially begin at:

**City of Round Rock 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-proposal meeting.
- C. It is the responsibility of the Respondent to 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 Division  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.



- F. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- G. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

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

- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
  - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
  - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
  - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of the Respondent's submittal.
  - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a completed copy of the Subcontractor Information Form.
  - **Attachment D: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

**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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 13. EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an offer decision has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the offer then in evaluation, or any future offer.
- 14. OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).  
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.  
The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
  - iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.



- d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.



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

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>.
3. **ADDITIONAL INSURANCE REQUIREMENTS:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles. The policy shall include these endorsements in favor of the City of Round Rock: a) Waiver of Subrogation b) Thirty (30) days Notice of Cancellation c) The City of Round Rock listed as an additional insured.



**PART III  
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
  
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing autobody and/or paintless dent repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - 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 RFP process.
  - D. Have their working repair location within 15 miles of City of Round Rock fleet facilities which are located at:  
**City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664**

**This requirement does not apply to paintless dent repair services which will be performed on City property.**
  
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
  - E. All work that is to be subcontracted must be approved by the City prior to work beginning.
  
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, 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 (%) markup shall not be greater than 15%. 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 auto body and/or paintless dent repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item unless otherwise approved by the City.

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

**B. Procedure to Request Increase:**

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

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



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

8. **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 contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

**Rocky Bouy**  
**Fleet Manager**  
**General Services**  
**Phone: 512-529-8317**  
**E-mail: [rbuoy@roundrocktexas.gov](mailto:rbuoy@roundrocktexas.gov)**

11. **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 may agree 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 of Round Rock, herein after “the City” seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.
2. **BACKGROUND:** The City of Round Rock has a fleet of 453 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather.
3. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
  - A. The City shall be provided with the designated person's name and telephone number.
  - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
  - C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
  - D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.
4. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
5. **RESPONSE TIME:** Response times shall be as follows:

**Non-Emergency Service Calls:** “Non-emergency services” are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

  - A. Respond and provide a written estimate for non-emergency service calls within two (2) business days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.
  - B. Services will be performed during normal operation hours which are 7:00AM-6:00PM, Monday-Friday.
6. **AUTOBODY REPAIR SERVICES:** These services are listed under Section I of Attachment A- Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.
  - A. The Contractor shall-
    - i. Inspect the car frame for structural damage and assess repairability on all damaged areas including but not limited to windshields, doors, tires, frame, and/or the body of the car.
    - ii. Provide a written estimate to the City's designated representative within two business days of pick up. Repair work shall not commence until the Contractor has received a City-issued purchase order number. The City reserves the right to request photos for any estimate before approval of work to begin.
    - iii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays to this completion time must be communicated to the City's point of contact on a weekly basis.



- iv. Conduct approved repairs to or replacement of body damage and restore vehicle to original condition and finish.
- v. Paint and/or use blending techniques to match existing color.
- vi. Contractor must complete quality control inspections of all vehicles after completion of repairs for conformance to the original manufacturer's standards and configuration before returning the vehicles to the City.

**B. Facility Requirements:** The Contractor shall-

- i. Have a facility large enough to accommodate the Contractor's current workload as well as the additional workload resulting from award of this contract.
- ii. Provide daily, year-round service regardless of weather conditions.
- iii. Park all police vehicles in a secured area with controlled access. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
- iv. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.

**C. Parts and Materials:**

- i. Repair parts and materials shall be new unless alternative "after- market" or used parts were specifically approved by the City's designated representative in advance.
- ii. All repair parts and materials used must be certified by their manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
- iii. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.

**D. Warranty:** Successful Respondent shall provide at minimum five (5) years warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

**E. Pickup and Delivery of City Vehicles:** The Contractor shall provide pickup and delivery services for regular City's vehicles in need of repair within 24 hours of contact.

- i. The City requires the Contractor to arrange for pickup or towing of the vehicle(s) requested for repair.
- ii. The City's pickup and delivery location is:  
City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664

**OR**

Upon request by the City's POC, the vehicle will be towed from the scene of a collision or in situations where the vehicle is not able to be driven safely.

- iii. Pick up and drop off vehicles shall occur during normal business operating hours of 8:00 am - 5:00 pm. This will not include holidays or weekends.
- iv. Under no circumstance are police vehicles to be driven to the repair facility by non-police personnel, they must be towed.
- v. The City must be contacted promptly upon completion of work so that the vehicle can be placed back in service.



7. **PAINTLESS DENT REPAIR SERVICES:** These services are listed under Section III of Attachment A-Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.

A. **Service Requirements:**

- i. Services shall be performed at:

**City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664**

- ii. The City requires that paintless dent repair services be performed on-site. The City shall provide a clean bay for the Contractor to work in.  
iii. The bay that the City will provide can hold up to three cars or SUVs if needed.  
iv. The Contractor may work on more than one vehicle at a time in the bay.

B. **Contractor Responsibilities:** The Contractor shall-

- i. Provide a written estimate to the City's designated representative within two days. Repair work shall not commence until the Contractor has received a City-issued purchase order number.  
ii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays in this completion must be communicated with the City's point of contact on a weekly basis  
iii. Bring their own tools on site. The City is not responsible for the tools and will not provide storage for any tools.  
iv. Bring additional spotlighting as lighting in the bay may not be adequate to see smaller dents.  
v. If, after an initial assessment, it is determined that repairs cannot be made without damaging the paint the Contractor must discuss options with City POC.  
vi. Make recommendations for repair options to City POC if work can be completed with a different product or treatment. These options must be approved prior to work starting.  
vii. Inform department if a repair may cause any structural issues like "oil-canning" after work is complete.  
viii. Vehicle will be finished to original manufactured conditions including clear coat.  
ix. Contractor must quality-inspect all vehicles after completion of repairs for conformance before returning the vehicles to the City.  
x. All work must be completed without cracking or scratching the paint.

- C. **Warranty:** Successful Respondent shall provide at minimum one (1) year warranty on all workmanship. All warranty work shall be completed within five (5) working days from notice of defect.

8. **ESTIMATES:** It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until an estimate has been approved and a purchase order sent to the Contractor for repair work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.

Each written estimate shall include the following information:

- A. Vehicle Identification Number (VIN) of Vehicle  
B. Department name and location of the project  
C. Contractor's designated contact name and telephone number  
D. Breakdown of labor costs (number of workers, hours worked, hourly rate)  
E. Materials (detailed description, quantity, unit price, and extended price amounts)  
F. Total cost (labor and materials)  
G. Description specifying work to be done



- H. Time projected to complete the project
- I. The City reserves the right to request photos for any estimate before approving the work

**9. INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice including:

- A. The total hours worked and hourly labor rate.
- B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated in the cost proposal sheet, will be allowed for material. Invoices shall have attached a copy of paid materials receipt from the supplier.
- C. The associated VIN.

**10. CITY'S RESPONSIBILITIES:** The City will-

- A. Provide the Contractor with a complete and accurate project overview with the request for estimate.
- B. Coordinate scheduling with Contractor.
- C. Ensure keys are in the vehicle for pickup.
- D. Ensure work area is reasonably free of safety hazards.
- E. Provide access to locations where services are required.
- F. Provide local vehicle parking and access to the work areas.
- G. Provide reasonable access to standard power and water utilities as needed to complete the project.
- H. Inspect work performed to ensure compliance with the scope of work.
- I. Review all invoices to ensure accuracy.



**PART V  
PROPOSAL PREPARATION INSTRUCTIONS  
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
  - B. **Tab 2 – Program (35 points):** Describe your plan for autobody or paintless dent repair services. Specifically provide:
    - i. A statement defining your understanding of the scope of work.
    - ii. Detailed steps you will take in proceeding from receiving a request for repair to completion of repair and return of vehicle to the City.
    - iii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP) or clearly document any exceptions.
    - iv. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight.
  - C. **Tab 3 - Project Management Structure:** Provide a general explanation and chart which specifies company chain of command. If use of subcontractors is proposed, identify their placement in the management structure and provide project descriptions for each subcontractor.
  - D. **Tab 4 – Prior Work Experience (35 pts for Tabs 4 & 5):** Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply a description of the type of repairs, year completed, and the organization's information.
  - E. **Tab 5 - Personnel:** Include names, qualifications, certifications, and resumes of all personnel who will be assigned to work on City vehicles and the City account. State the primary work assigned to each person. Identify key persons by name and title.



## Exhibit "A"

- F. Tab 6- Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- G. Tab 7 – Attachments and Addendum: including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form, signed addendums (if applicable).
- H. Tab 8– Attachment D- Cost Proposal Worksheet (30 pts): Information described in the following sub-sections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated:
- Manpower- hourly rates
  - Percent over cost of supplies and materials (not to exceed 15%)
  - Towing Expenses- list your **flat rate fee** for towing on Attachment D- Cost Proposal Worksheet, Section V. **No alternative or fluctuating tow rate schedule will be considered.**
  - Total (not to exceed) Cost
- I. Tab 9- Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
6. **EVALUATION CRITERIA**: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.
- |                                                             |               |
|-------------------------------------------------------------|---------------|
| A. Evaluation Criteria:                                     | Weights:      |
| • Program (Tab 2)                                           | 35 pts        |
| • Work Experience and Personnel Qualifications (Tabs 4 & 5) | 35 pts        |
| • <u>Cost Proposal (Tab 8)</u>                              | <u>30 pts</u> |
| Maximum Weight:                                             | 100 pts       |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

## 7. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS**:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any



unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
  - C. If negotiations are successful, the City and Respondent may enter into an agreement.
  - D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
    - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
    - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
  - F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.
8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
  - B. Identify specific milestones, goals, and strategies to meet objectives.





3620 Galena Hills Loop

Round Rock, Texas 78681

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

***City of Round Rock Proposal***

***Autobody and/or Paintless Dent Repair  
Services***

***Solicitation Number 22-016***

***July 18, 2022***



## ***Solicitation Number 22-016***

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### **Executive Summary**

City of Round Rock vehicles are daily subjected to damage. Door dings and minor dents are almost impossible to avoid. As the City of Round Rock seeks to maintain the integrity and appearance of their fleet, House of Dents. Inc. offers mobile repair to take care of the damage quickly thus getting City vehicles back on the road with little delay.

Paintless dent repair often offers a faster, more cost-efficient method of repairing damage. Traditional body shops can take weeks to get an appointment with. House of Dents plans to offer paintless dent repair for the City of Round Rock, in most cases, within 36 hours of a request.

Should Round Rock be impacted by another hailstorm, House of Dents is prepared to offer quality hail repair as was completed in 2021. We will work with the City to determine the best method of repair as well as cost effectiveness to ensure the best use of the City's repair budget.

When the need for dent repair arises, the City of Round Rock should expect the following response from House of Dents:

- Upon receiving a request from the City, House of Dents will schedule a visit to inspect the damage within 36 hours.
- At the time of the inspection, recommendations will be given as to the best method of repair. If time permits and the repair is agreed upon, work will be completed



immediately. More extensive damage may require work to be completed the following day.

- In most cases, an invoice will be provided the same day as the repair; however, it may be invoiced the following day if the repair is completed late in the day. Invoices will be provided in the manner requested by the City of Round Rock.
- Hail damaged vehicles will be scheduled in according to availability of the vehicle per the City. Many hail damaged vehicles will take more than one day to fully repair. Should the need arise, House of Dents offers a second location at 126 Holmes Road, #21, Liberty Hill, TX, 78642 where vehicles can be stored securely indoors at all times. Towing is available when needed as well.

House of Dents, Inc. offers quality paintless dent repair with competitive pricing. By offering mobile repair, we save time and money as compared to traditional body shops. We are currently working on adding services such as bumper repair and small paint repair. These services should be available by the end of 2022. These services would be an added option for the City of Round Rock's fleet maintenance.





### **Business Organization**

#### **House of Dents, Inc.**

3620 Galena Hills Loop

Round Rock, TX 78681

House of Dents, Inc. is a local, family-owned mobile paintless dent repair business in Round Rock, Texas. The company is owned as an equal partnership by Lori Johnson and Matthew Johnson.

House of Dents, Inc. currently operates as a S-corporation in the state of Texas. The incorporation went into effect 10/22/2001.

House of Dents is located at 3620 Galena Hills Loop, Round Rock, TX 78681. A second location is now located at 126 Holmes Rd. #21, Liberty Hill, TX, 78642.





## Program

Paintless Dent Repair (PDR) is a method of repairing dents such as hail damage, door dings, and other minor dents without the use of body filler, Bondo, or paint. Many smaller dents can be repaired using one of the many PDR techniques saving time, money, and the integrity of the vehicle. The most common techniques of paintless dent repair include the use of PDR tools to push the dent out from under the surface or the use of adhesive to pull the dent from the outside. Blending high or low spots within the body of the vehicle allows the technician to rebuild body lines and return the panel back to its original shape. In some cases, it may be more efficient, as well as help to maintain the integrity of the vehicle, to repair dents using PDR methods even if paint will still be required.

Upon receiving a request for repair from the City of Round Rock, House of Dents will send a technician out within 36 hours to inspect the damage and provide a quote and/or repair the vehicle. Many minor dents can be repaired immediately. Hail damage or vehicles with multiple panels damaged will be scheduled with the City based upon the amount of labor hours needed for repair.

Should the need arise, House of Dents does have a shop located at 126 Holmes Rd. #21, Liberty Hill, TX 78642. Vehicles taken to this shop location will be secured indoors overnight. The primary benefit for cars being repaired at our shop location is a faster turn-around time for vehicles that will take more than one day to repair. While not necessary, the option is available.

In the case of a vehicle being repaired at our shop location, rather than on-site at the City of Round Rock, House of Dents does also offer towing. Vehicles will be towed to/from the City on a flat trailer. House of Dents does carry cargo insurance for any vehicles towed. Towing will be billed at a flat rate of \$100 per tow.



House of Dents, Inc. will comply with all State, Federal, and Local rules and regulations regarding our work with the City of Round Rock. House of Dents, Inc. accepts and will comply with the terms of this Request for Proposal for autobody and paintless dent repair services.

Vehicles brought to our shop location will be parked indoors. Once everything is locked and secured for the evening, keys are kept at 3620 Galena Hills Loop, Round Rock, TX 78681.



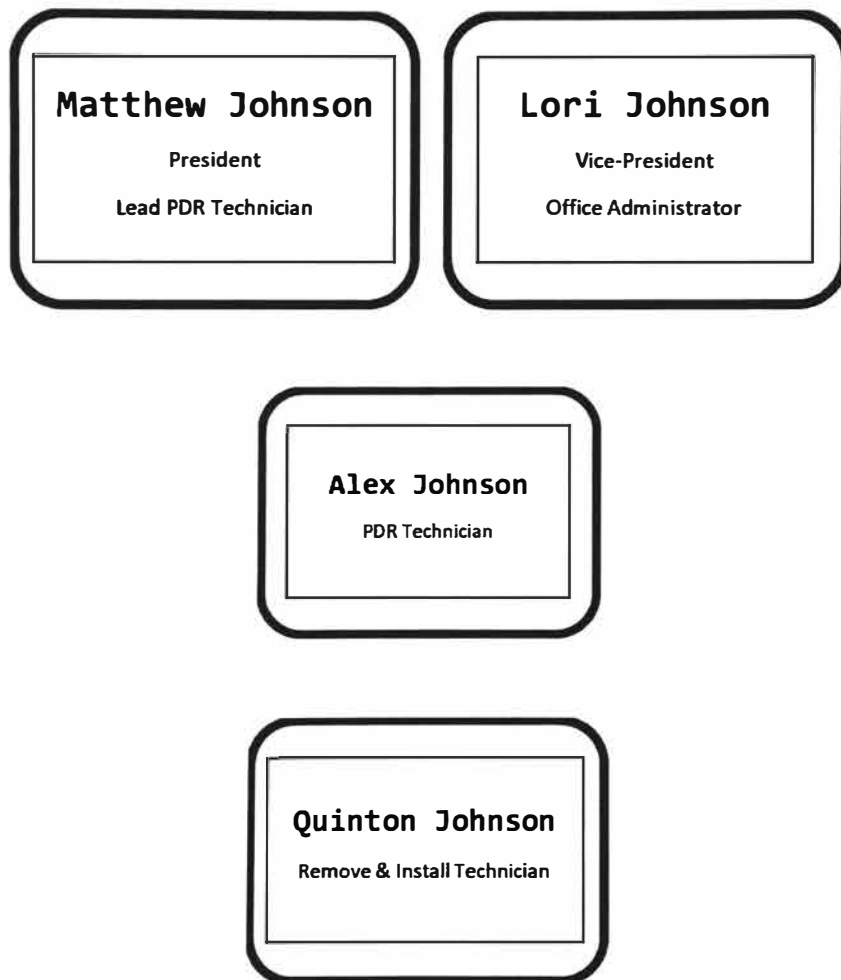
## **Project Management Structure**

- ◇ House of Dents, Inc. is owned by Lori Johnson and Matthew Johnson, both of which are responsible for day-to-day operations. Lori and Matt have an equal partnership in House of Dents, Inc. Both Lori Johnson and Matthew Johnson are authorized to make decisions, sign documents, or enter any legally binding contracts for House of Dents, Inc.
- ◇ Lori Johnson oversees most financial activities including accounts payable/receivable. She handles communication with insurance companies regarding damage claims. Lori also takes care of scheduling, customer relations, advertising, etc.
- ◇ Matt Johnson is our lead PDR technician. He is responsible for the bulk of repairs coming through House of Dents. With over 25 years' experience, he is responsible for quality control. He inspects each vehicle once repairs are completed to ensure the customer's satisfaction.
- ◇ Alex Johnson is a PDR technician with 4 years' experience. He continues to learn new methods to improve his skills. He has proven to be an asset to our team.
- ◇ Quinton Johnson is our "R&I guy". He is responsible for removing any parts on the vehicle that must be removed for repair and then reinstalling them once repairs have been made. This would include removing headliners, bumper covers, door trim, etc.





Project Management Structure







### **Prior Work Experience**

Over the 26 years House of Dents has been in business, we have worked with many larger corporations. In Amarillo, Texas, where we began, we worked with Street Toyota and Gene Messer Ford, as well as various smaller car dealerships. We also worked with Enterprise Car Rental to maintain their fleet appearance, including both hail damaged vehicles and door ding repair.

Upon moving to Round Rock, House of Dents once again worked with various dealerships, the largest being Henna Chevrolet. In the past 10 years, we have also contracted with local body shops, such as Caliber Collision and Service King, in the Austin area to take care of their overload of hail damaged vehicles or last-minute dent repair that was either caused by the body shop or simply not repaired during their process.

Our most recent work experience with large corporations includes repairing hail damage vehicles for Hensel Phelps Construction Company. Hensel Phelps' fleet consists of approximately 250 vehicles. We have worked with Hensel Phelps since 2021 and expect this working relationship will continue as needed.

House of Dents has worked with the City of Round Rock since July 2021, repairing over 50 hail damaged vehicles and various minor dent repairs. We aim to respond to requests for quotes within 24 business hours. Along with the quote, the City should expect an honest explanation of any potential problems with the repair as well as our best recommendation on whether to use a paint-less repair method or if conventional repair would be best. We have enjoyed our work with the City and look forward to continuing that relationship.





## Personnel

### Matt Johnson

- Owner/Operator 1996- Current
- Lead PDR Technician
- 27 years' experience in Paintless Dent Repair Industry

### Lori Johnson

- Owner/Operator 1996-Current
- Office Management

### Alex Johnson

- PDR Technician 2018-Current
- 4 years' experience

### Quinton Johnson

- R & I technician 2019-Current
- 3 years' experience



# Matthew Johnson

Owner at House of Dents, Inc.

3620 Galena Hills Loop  
Round Rock, TX 78681  
**(512)731-0618**  
**matt@houseofdents.net**

## EXPERIENCE

### **House of Dents, Inc., Round Rock, TX — *Owner/Operator***

December 1996 - PRESENT

Began as a sole proprietor in 1996. Became incorporated in 2001. As owner, I oversee day-to-day operations for House of Dents.

### **Youth Center of the High Plains, Amarillo, TX — *House Parent***

2002 - April 2003

Responsible for the care of youth in the "Next Step" program transitioning from juvenile detention and working toward being able to return home after lock-up.

### **BNSF Railroad, Amarillo, TX — *Train Conductor***

February 1998 - January 1999

Duties included ensuring safety standards were met and that the train was in compliance with rules and regulations.

## SKILLS

Paintless Dent Repair (28 years' experience)

Business Management



# Lori Johnson

Owner at House of Dents, Inc.

3620 Galena Hills Loop  
Round Rock, TX, 78681  
**(512)568-7021**  
**lori@houseofdents.net**

## EXPERIENCE

### **House of Dents, Inc., Round Rock, TX — Owner**

December 1996 - PRESENT

Carry out various day-to-day operations. Record keeping, scheduling, Financial matters.

### **Hallmark, Amarillo, TX — Territory Assistant**

June 2008 - August 2009

Oversee work of Retail Merchandisers within specific territory. Work directly with store managers to resolve any issues with products or displays.

### **Youth Center of the High Plains, Amarillo, TX — House Parent**

? - December 2002

Responsible for the care of youth in the "Next Step" program transitioning from juvenile detention and working toward being able to return home after lock-up.

## EDUCATION

### **Amarillo College, Amarillo, TX — Associates Degree in Mass Communication**

May 2001



City of Round Rock  
 Autobody and/or Paintless Dent Repair Services  
 RFP No. 22-016  
 Class/Item: 928-15  
 June 2022

**ATTACHMENT A  
 PROPOSAL SUBMITTAL FORM AND EXECUTION**

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

**RESPONDENT (COMPANY):** House of Dents, Inc.

**SIGNATURE (IN INK):** Lori Johnson

**NAME (TYPED/PRINTED)** Lori Johnson

**TITLE:** Vice-President **DATE:** 07/18/2022

**STREET:** 3620 Galena Hills Loop

**CITY/STATE/ZIP:** Round Rock, Texas, 78681

**TELEPHONE AND FACSIMILE NO.:** 512-568-7021

**E-MAIL ADDRESS:** lori@houseofdents.net

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** 75-2967032

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/city-businesses/solicitations/>



City of Round Rock  
 Autobody and/or Paintless Dent Repair Services  
 RFP No. 22-016  
 Class/Item: 928-15  
 June 2022

**ATTACHMENT B  
 REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** RFP 22-016

**RESPONDENT'S NAME:** House of Dents, Inc. **DATE:** 07/18/2022

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 Hensel Phelps Construction  
 Name of Contact Steve Honeycutt  
 Title of Contact Equipment Manager  
**E-Mail Address** shoneycutt@henselphelps.com  
 Present Address 8326 Cross Park Dr.  
 City, State, Zip Code Austin, TX 78754  
 Telephone Number ( 512 ) 769-6327 Fax Number: (       )
  
2. Company's Name Henna Chevrolet  
 Name of Contact Frank Quintiliani  
 Title of Contact Reconditioning Manager  
**E-Mail Address** Frankquintiliani@sbcglobal.net  
 Present Address 165 Scenic Valley Rd. #77  
 City, State, Zip Code Kerrville, TX 78028  
 Telephone Number ( 512 ) 228-9065 Fax Number: (       )
  
3. Company's Name Classic Collision  
 Name of Contact Keith Travis  
 Title of Contact Service Advisor  
**E-Mail Address** K.Travis@classiccollision.com  
 Present Address 11107 2nd Street  
 City, State, Zip Code Jonestown, Texas 78645  
 Telephone Number ( 512 ) 550-0018 Fax Number: (       )

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



City of Round Rock  
 Autobody and/or Paintless Dent Repair Services  
 RFP No. 22-016  
 Class/Item: 928-15  
 June 2022

**ATTACHMENT C**  
**SUBCONTRACTOR INFORMATION FORM**  
**COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 22-016

**RESPONDENT'S NAME:** House of Dents, Inc. **DATE:** 07/18/2022

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

**YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT** **YES**  
 If yes complete the information below

1.	Subcontractor Name	<u>Professional Dent Repair</u>
	Name of Contact	<u>Lucas Barrientes</u>
	E-Mail Address	<u>lucasbarrientes@yahoo.com</u>
	Address	<u>3914 Nancy Jane Circle</u>
	City, State, Zip Code	<u>Rowlett, Texas 75088</u>
	Telephone Number	<u>( 214 ) 403-0616</u> Fax Number: <u>( )</u>
	Describe work to be performed	<u>Paintless Dent Repair</u>
	Percentage of contract work to be performed	<u>2 %</u> Will fill in as needed or in case of hailstorm
2.	Subcontractor Name	<u>N/A</u>
	Name of Contact	<u> </u>
	Title of Contact	<u> </u>
	E-Mail Address	<u> </u>
	Address	<u> </u>
	City, State, Zip Code	<u> </u>
	Telephone Number	<u>( )</u> Fax Number: <u>( )</u>
	Describe work to be performed	<u> </u>
	Percentage of contract work to be performed	<u> </u> %

- *Add additional pages as needed*





**ADDENDUM  
CITY OF ROUND ROCK, TEXAS**

---

**Solicitation: RFP 22-016**

**Addendum No: 1**

**Date of Addendum: 6/28/2022**

---

This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Clarifications:**

- A. See 1.1 Attachment D- UPDATED Cost Proposal Worksheet.
- B. The date for the City's response to questions or addendums is corrected to read July 1, 2022.

**II. Questions:**

- Q1. PART IV, Section 6E: Will the contractor be providing the towing, or will the City be arranging the tow?**  
**A1. In most instances, a police officer will drive the vehicle to the contractor's facility. In certain circumstances, the City may need towing services to be provided by the Contractor.**
- Q2. What is the distance for the tow fee on the bid sheet?**  
**A2: We are looking for a flat fee. It is up to the proposer to determine this flat fee.**
- Q3. Can we add a line in the cost sheet for removal and installation (R&I)**  
**A3. This has been added to Attachment D- UPDATED Cost Proposal Sheet.**
- Q4. Costs will change based on the number of dents. How can we account for that? If you have 23 dents that may get expensive if we can price differently based on the number of dents, can we account for that?**  
**A4. See Attachment D- UPDATED Cost Proposal Sheet, the City has added ranges of number of dents to allow for discounting. The vendor can charge less than their contractual cost but cannot exceed their contractual cost.**
- Q5. The RFP mentions a \$200,000/year contract. What if that amount is exceeded?**  
**A5. The City closely monitors all contracts. The City can do a one-time 25% increase during the term of the contract. If the contract is expected to run out of funds before the end of the contract term, a new contract will be solicited.**
- Q6. Is there a specific format and content for the transmittal letter?**  
**A6. No there is no specific format or content for the transmittal letter.**
- Q7. Do you have a paint-less dent repair estimator on staff?**  
**A7. No, the City does not have a paint-less dent repair estimator on staff.**
- Q8. How will the City handle additional damage found after an estimate has been provided?**  
**A8. The Contractor shall inform the City of the damage and gain approval to correct the damage before proceeding with repairs.**
- Q9. How does the contractor account for replacement parts such as windows, window seals, etc.?**  
**A9. This is covered under Section II: Autobody Repair Materials on the Cost Proposal Sheet.**
- Q10. In the event of an accident where the vehicle is inoperable, who is responsible for towing the vehicle from the scene to the city maintenance facility?**  
**A10. The City will be responsible for towing from the accident site to the City Shop.**
- Q11. On tab 4 of the proposal format, it says "years completed". For open accounts and activities, is it OK to label them as "2012 - Current" or would you prefer to see "2012 - 2022"?**  
**A11. It is acceptable to label them "2021-Current"**



## Exhibit "A"

- Q12.** The city's current practice is to perform tire and mechanical work at the city facility. Who will be responsible for associated repairs for vehicles requiring body work (e.g suspension alignments, wheel mount, and balance)?
- A12.** The vendor will complete all the repairs necessary so that the vehicle, once returned, will be ready for re-issue to the end user.
- Q13.** On page 4 of the proposal, section 9, part C, Attachment B- Says a city reference cannot be used. On page 15, section 5, tab 4 for prior work experience, it says to use relevant municipal, corporate, and individual experience. If I am understanding correctly, the shop cannot use the city as a reference, but can the personnel employed by the shop reference past and current repair work for The City of Round Rock?
- A13.** A Respondent cannot use the City as a reference listed on Attachment B, however a respondent can elaborate upon relevant work experience with the City to describe their municipal work experience which is evaluated.
- Q14.** On page 15, section 5, Tab 2, How would you like the description of our repairs formatted? Paragraph form, or more of a bulleted "How-To" format?
- A14.** The City does not have a preference.

### III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Amanda Crowell  
Amanda Crowell, Purchaser  
Purchasing Office, 512-218-5458

6/28/2022

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Lori Johnson  
Name

Lori Johnson  
Authorized Signature

7/18/2022  
Date

**RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.**



# Exhibit "A"

## Attachment D- UPDATED Cost Proposal Worksheet Autobody and/or Paintless Dent Repair Services

RFP 22-016

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. The total contract value(s) shall not exceed \$200,000 per fiscal year for the life of the contract.

### Section I: Labor for Autobody Repair Services (Optional)

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor/Shop Rate Body Repair Shop Services	400	Hour		\$0.00
2	Hourly Labor/Shop Rate Painting Services	400	Hour		\$0.00
3	Hourly Labor/Shop Rate Structural Repair Services	400	Hour		\$0.00
4	Hourly Labor/Shop Rate Related Mechanical Repair Services	400	Hour		\$0.00
Total Annual Amount:					\$0.00

### Section II: Autobody Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

Percent Markup over Cost for Autobody Repair Materials	Percentage Markup	
--------------------------------------------------------	-------------------	--

### Section III: Labor for Paintless Dent Repair Services (Optional)

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
5	Pea Size Dent Repair (1-5 Dents)	200	each	\$100.00	\$20,000.00
5A	Pea Size Dent Repair (5-10 Dents)	50	each	\$90.00	\$4,500.00
5B	Pea Size Dent Repair (10+ Dents)	50	each	\$75.00	\$3,750.00
6	Nickel Size Dent Repair (1-5 Dents)	200	each	\$110.00	\$22,000.00
6A	Nickel Size Dent Repair (5-10 Dents)	50	each	\$100.00	\$5,000.00
6B	Nickel Size Dent Repair (10+ Dents)	50	each	\$85.00	\$4,250.00
7	Quarter Size Dent Repair (1-5 Dents)	200	each	\$125.00	\$25,000.00
7A	Quarter Size Dent Repair (5-10 Dents)	50	each	\$115.00	\$5,750.00
7B	Quarter Size Dent Repair (10+ Dents)	50	each	\$100.00	\$5,000.00
8	Half Dollar Size Dent Repair (1-5 Dents)	200	each	\$150.00	\$30,000.00
8A	Half Dollar Size Dent Repair (5-10 Dents)	50	each	\$140.00	\$7,000.00
8B	Half Dollar Size Dent Repair (10+ Dents)	50	each	\$125.00	\$6,250.00
9	Removal and Installation (R&I)	300	hour	\$50.00	\$15,000.00
Total Annual Amount:					\$153,500.00

### Section IV: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

Percent Markup over Cost for Paintless Dent Repair Materials	Percentage Markup	N/A
--------------------------------------------------------------	-------------------	-----

### Section V: Towing (this must be a flat rate- No alternative or fluctuating tow rate schedule will be considered by the City)

10	Towing Fee	250	each	\$100.00	\$25,000.00
----	------------	-----	------	----------	-------------

<b>Estimated Annual Total:</b>	<b>\$178,500.00</b>
--------------------------------	---------------------





### **Authorized Negotiators**

The following are authorized to negotiate and/or sign any contract terms or binding decisions on behalf of House of Dents, Inc.

**Lori Johnson**

[Lori@houseofdents.net](mailto:Lori@houseofdents.net)

512-568-7021

**Matthew Johnson**

[Matt@houseofdents.net](mailto:Matt@houseofdents.net)

512-731-0618



EVALUATION MATRIX  
RFP 22-016  
Autobody and/or Paintless Dent Repair Services

Evaluation Category	Maximum Points	Hesters Automotive and Body Repair	House of Dents
Cost Assigned by Points	30	20	30
Program	35	32	28
Work Experience and Personnel Qualifications	35	34	28
Total	100	86	86

Recommended for Award: Hesters Automotive and Body Shop and House of Dents

The Cost evaluated was based on Option 2 of the solicitation for Comparison Purposes only.



**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:  
2022-937376

Date Filed:  
09/23/2022

Date Acknowledged:

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

House of Dents, Inc.  
Round Rock, TX United States

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

City of Round Rock

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

000000 AUTOBODY AND/OR PAINTLE  
Paintless dent repair services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Lori	Round Rock, TX United States	X	
	Johnson, Matthew	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is Lori Johnson, and my date of birth is [REDACTED].

My address is 3620 Galena Hills Loop, Round Rock, TX, 78681, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 23 day of September, 2022.  
(month) (year)

Lori Johnson  
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.**

House of Dents, Inc.  
Round Rock, TX United States

**Certificate Number:**  
2022-937376

**Date Filed:**  
09/23/2022

**Date Acknowledged:**  
10/19/2022

**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 AUTOBODY AND/OR PAINTLE  
Paintless dent repair services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Matthew	Round Rock, TX United States	X	
	Johnson, Lori	Round Rock, 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:** F.9

---

**Title:** Consider a resolution authorizing The Mayor to execute and Agreement with ABM Industry Groups, LLC for the purchase of facility maintenance and operation services, including high rafter cleaning.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$201,618.00

**Indexes:** General Fund

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

**Department:** General Services

---

### Text of Legislative File 2022-349

This award recommendation is for the purchase of High Rafter Cleaning Services needed to maintain the City's facilities. The City is a member of the BuyBoard Cooperative Contract and may purchase Facility Maintenance and Operation Services. Contract will expire 6/30/2024.

**Cost:** \$201,618.00

**Source of Funds:** General Fund



**RESOLUTION NO. R-2022-349**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase facility maintenance and operation services, including high rafter cleaning; 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**, ABM Industry Groups, LLC is an approved vendor of Buy Board; and

**WHEREAS**, the City desires to purchase said goods and services from ABM Industry Groups, LLC through Buy Board Contract No. 645-21, 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 the Purchase of Facility Maintenance and Operation Services Including High Rafter Cleaning with ABM Industry Groups, 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 27th day of October, 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  
FACILITY MAINTENANCE AND OPERATION SERVICES  
INCLUDING HIGH RAFTER CLEANING  
WITH  
ABM INDUSTRY GROUPS, LLC**

**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 facility maintenance and operation services, including high rafter cleaning (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, 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 ABM INDUSTRY GROUPS, LLC whose offices are located at 11651 Plano Road, Suite 200, Dallas, Texas, 75243 (referred to herein as the "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase facility maintenance and operation services, including high rafter cleaning; and

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

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 645-21 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, epidemics, pandemics, or other causes not reasonably within the control of the party claiming such inability. Lack of funds shall not be deemed a cause beyond either party's control.

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 June 30, 2024. City and Vendor reserve the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause upon providing thirty (30) days written notice, or may elect to continue.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

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

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



#### **4.01 ITEMS AWARDED AND SCOPE OF WORK**

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

#### **5.01 COSTS**

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

B. The City is authorized to pay the Vendor an amount not-to-exceed **Two Hundred One Thousand Six Hundred Eighteen and No/100 Dollars (\$201,618.00)** 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 effect such termination by giving Vendor thirty (3) days 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 on the City's website at: [https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)



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

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

Corey Amidon  
Facility Maintenance Manager  
220 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3144  
[camidon@roundrocktexas.gov](mailto:camidon@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 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 after it has been noticed, given a commercially reasonable time to cure and fails to cure;
- 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 or Vendor have 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 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 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 (the "City Indemnified Parties") 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 (collectively the "Claims") to the extent caused by 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, provided, however, that such Claims are not caused by a City Indemnified Parties' gross negligence or willful misconduct. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

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

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

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



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

ABM Industry Groups, LLC  
11651 Plano Road, Suite 200  
Dallas, TX 75243



With a copy to:

ABM Legal Dept.  
[Legalnotice@ABM.com](mailto:Legalnotice@ABM.com)  
Attn: Deputy General Counsel, Commercial

**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.

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: \_\_\_\_\_

**ABM Industry Groups, LLC**

By:  \_\_\_\_\_  
Printed Name: **Deborah Isakson**  
Title: **Branch Manager**  
Date Signed: **9/8/2022**

**Attest:**

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

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

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





Exhibit "A"

QUOTE

Quote delivered via: e-mail

DATE August 4, 2022

EXPIRATION DATE November 2, 2022

Mark DeMoussett

713-539-8676

[mdemoussett@qcaservices.com](mailto:mdemoussett@qcaservices.com)

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664

ATTN: Amanda Crowell

Cleaning Services Requested:

Buy Board Contract # 645-21 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Round Rock Sports Center (RRSC)**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Round Rock Sports Center (RRSC)</b>	298.91	\$124.003	\$ 37,065.60
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$1,183.050	
Materials/Supplies		\$214.500	
ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS			
SUBTOTAL (without tax)			\$ 37,065.60

FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED

To accept this quotation, sign here: \_\_\_\_\_

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

Purchase Order # \_\_\_\_\_

**If approved, please email to: [Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)**

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY ABM. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

**THANK YOU FOR YOUR BUSINESS!**





Exhibit "A"

QUOTE

Mark DeMoussett  
713-539-8676  
[mdemoussett@gcaservices.com](mailto:mdemoussett@gcaservices.com)

Quote delivered via: e-mail

DATE August 4, 2022

EXPIRATION DATE November 2, 2022

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664  
ATTN: Amanda Crowell

Cleaning Services Requested:

Buy Board Contract # 645-21 (Facility Maintenance and Operations Services)

**Per Cleaning for High Rafter Cleaning - (PD) "Sally Port" and Small Garage**All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - (PD) "Sally Port" and Small Garage</b>	91.40	\$124.003	\$ 11,334.40
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$522.50	
Materials/Supplies		\$106.15	
<b>ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS</b>			
<b>SUBTOTAL (without tax)</b>			<b>\$ 11,334.40</b>

**PLEASE NOTE: WORK CANNOT BE PERFORMED WITHOUT WRITTEN APPROVAL**

To accept this quotation, sign here: \_\_\_\_\_

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

Purchase Order # \_\_\_\_\_

**If approved, please email to: [Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)**

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY ABM. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

**THANK YOU FOR YOUR BUSINESS!**





Exhibit "A"

QUOTE

Quote delivered via: e-mail

DATE August 4, 2022

EXPIRATION DATE November 2, 2022

Mark DeMoussett

713-539-8676

[mdemoussett@qcaservices.com](mailto:mdemoussett@qcaservices.com)

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664

ATTN: Amanda Crowell

Cleaning Services Requested:

Buy Board Contract # 645-21 (Facility Maintenance and Operations Services)

**Per Clean for High Rafter Cleaning for Clay Madsen Rec Center (CMRC) POOL ROOM**

All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning - CMRC - Pool Room</b>	63.20	\$124.003	\$ 7,837.50
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$412.50	
Materials/Supplies		\$69.30	
<b>ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS</b>			
SUBTOTAL (without tax)			\$ 7,837.50

FOR SAFETY - ABM WILL BLOCK OFF AREA WHERE WORK IS TO BE PERFORMED

To accept this quotation, sign here: \_\_\_\_\_

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

Purchase Order # \_\_\_\_\_

**If approved, please email to: [Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)**

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY ABM. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

**THANK YOU FOR YOUR BUSINESS!**





Exhibit "A"

QUOTE

Mark DeMoussett  
713-539-8676  
[mdemoussett@gcaservices.com](mailto:mdemoussett@gcaservices.com)

Quote delivered via: e-mail

DATE August 4, 2022

EXPIRATION DATE November 2, 2022

Prepared for: City of Roundrock  
221 E. Main Street  
Round Rock, TX 78664  
ATTN: Amanda Crowell

Cleaning Services Requested:

Buy Board Contract # 645-21 (Facility Maintenance and Operations Services)

**Per Cleaning Price for High Rafter Cleaning for Clay Madsen Rec Center (CMRC)**All prices below subject to state and local taxes at applicable rate

ITEM DESCRIPTION	Hrs/per	Price per	TOTAL PRICE
<b>High Rafter Cleaning for Clay Madsen Rec Center (CMRC)</b>	142.65	\$124.003	\$ 17,689.10
<b>Personnel, Equipment and Supplies included in Sq.Ft. Pricing of Rafter Cleaning listed below.</b>			
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #1		\$57.200	
Facility Operations Operator/Manager-Boom/Scissor Lift - Unit #2		\$57.200	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #1		\$44.946	
Facility Operations Tech/Supervisor-Boom/Scissor Lift - Unit #2		\$44.946	
Facility Maintenance & Operations Skilled Labor position - All Crew		\$27.148	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Boom/Scissor lift equipment - Unit #1 - 32' Slab Scissor Lift		\$907.50	
Materials/Supplies		\$136.40	
ABM TO PROVIDE ALL LABOR, SUPERVISION AND MATERIALS			
SUBTOTAL (without tax)			\$ 17,689.10

**PLEASE NOTE: WORK CANNOT BE PERFORMED WITHOUT WRITTEN APPROVAL**

To accept this quotation, sign here:

Date: \_\_\_\_\_ Purchase Order # \_\_\_\_\_

**If approved, please email to: [Mark.Demoussett@abm.com](mailto:Mark.Demoussett@abm.com)**

THIS ESTIMATE IS GOOD FOR 45 DAYS. CUSTOMER RESPONSIBLE TO INSPECT AND APPROVE WORK UPON COMPLETION AND TO SIGN OFF THAT WORK WAS COMPLETED SATISFACTORILY. IF NOT SATISFACTORY, CORRECTIONS OR ADJUSTMENTS WILL BE MADE IMMEDIATELY BY ABM. WORK NOT INSPECTED UPON COMPLETION WILL BE CONSIDERED ACCEPTABLE TO CUSTOMER. ANY DELAYS IN STARTING OR COMPLETING JOB CAUSED BY CUSTOMER WILL BE BILLED IN ADDITION TO AMOUNT QUOTED. ANY VARIATION OF WORK QUOTED, OR ADDITIONAL WORK REQUIRED AT TIME OF SERVICE WILL BE BILLED IN ADDITION TO AMOUNT QUOTED.

**THANK YOU FOR YOUR BUSINESS!**



# 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.**

ABM Industries, LLC  
Dallas, TX United States

**Certificate Number:**  
2022-931375

**Date Filed:**  
09/08/2022

**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.**

645-21  
High Rafter Cleaning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Industries LLC, ABM	Dallas, TX United States	X	

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

☐

## 6 UNSWORN DECLARATION

My name is Deborah Isakson, and my date of birth is                     .

My address is 11651 Plano Rd., Ste 200, Plano, TX, 75243, 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 TX, on the 08 day of 09, 20 22.  
(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.**

ABM Industries, LLC  
Dallas, TX United States

**Certificate Number:**  
2022-931375

**Date Filed:**  
09/08/2022

**Date Acknowledged:**  
09/29/2022

**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.**

645-21  
High Rafter Cleaning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Industries LLC, ABM	Dallas, TX United States	X	

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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





# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider confirmation of the City Manager's appointment of one (1) member to the Civil Service Commission to fill an unexpired term.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Laurie Hadley, City Manager

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Manager's Office

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**Text of Legislative File TMP-22-0967**





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.1

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**Title:** Consider a resolution denying an application to increase rates submitted by Oncor Electric Delivery Company LLC's related to Oncor's statement of intent to increase rates filed on or about May 13, 2022 and requiring Oncor to reimburse the Alliance of Oncor Cities' rate case expenses.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Finance

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### Text of Legislative File 2022-328

On or about May 13, 2022, Oncor Electric Delivery Company, LLC submitted an application for approval to increase rates which would in turn increase its annual revenues by \$251 million. Oncor proposed to implement this increase on or about June 17, 2022.

The City previously acted to suspend the effective date of Oncor's requested rate increase. Concurrently with the City's prior action to suspend the rate increase, the City also:

- (1) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities;
- (2) directed Oncor to reimburse AOC's rate case expenses; and
- (3) retained the law firm of Herrera Law and Associates, PLLC with respect to rate proceedings involving Oncor before the Public Utility Commission of Texas and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

The AOC and its attorneys have the information and have not been able to reach an agreement on the proposed increase. The City, along with the other AOC cities, must now take its final action on Oncor's application to increase rates, and must do so no later than October 30, 2022. If the City does not take action by October 30, 2022, Oncor's proposed rates will be deemed approved by operation of law.

A denial of Oncor's proposed increase maintains the status quo until the Public Utility Commission of Texas



issues its final order regarding Oncor's rates and provides the Retail Electric Providers adequate time to change their billings to end-use customers.



**RESOLUTION NO. R-2022-328**

**RESOLUTION BY THE CITY OF ROUND ROCK (“CITY”) DENYING ONCOR ELECTRIC DELIVERY COMPANY LLC’S APPLICATION TO INCREASE RATES RELATED TO ONCOR’S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT MAY 13, 2022; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent with the City on or about May 13, 2022, to increase its revenues; and

**WHEREAS**, Oncor initially proposed to implement its proposed increase in rates on or about June 17, 2022, and

**WHEREAS**, Oncor’s proposed increase in rates, if approved or implemented, would result in an increase of approximately \$251 million in its annual revenue, which equates to an overall increase in revenue of approximately 4.5%; and

**WHEREAS**, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over Oncor’s rates, operations, and services within the municipality; and

**WHEREAS**, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Oncor’s rate request and its changes in tariffs the City coordinated its efforts with a coalition of similarly situated municipalities known as the Alliance of Oncor Cities (“AOC”); and

**WHEREAS**, Oncor failed to establish that its overall revenue request resulted in no more than an amount that will permit Oncor a reasonable opportunity to earn a reasonable return on the utility’s invested capital used and useful in providing service to the public in excess of the utility’s reasonable and necessary operating expenses; and



**WHEREAS,** Oncor failed to establish that its proposed rates were just and reasonable; and

**WHEREAS,** the City has previously: (1) suspended Oncor's proposed rate increase by 90 days; (2) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (3) directed Oncor to reimburse AOC's rate case expenses; and (4) retained the law firm of Herrera Law & Associates, PLLC with respect to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

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

**Section 1.** The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

**Section 2.** Oncor failed to show that its proposed rates are just and reasonable.

**Section 3.** The City hereby **DENIES** Oncor's request to increase rates and in support of **DENIAL** finds that:

- a) Oncor failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to Oncor's Statement of Intent to increase rates, results in just and reasonable rates;
- b) Oncor failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, and other rate issues as presented in Oncor's Statement of Intent to increase rates, result in just and reasonable rates.

**Section 4.** The City hereby orders Oncor to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall continue to do so on a monthly basis and within 30 days after submission of the AOC's invoices for the AOC's reasonable costs associated with the City's activities related to this rate review or to related



proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

**Section 5.** The City, in coordination with the AOC, delegates to the City Manager and/or the City Attorney, or designee of such office, review of the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

**Section 6.** A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; Mr. Robert Schmidt, Regulatory Manager, Oncor/Regulatory Financial, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

**Section 7.** The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

**Section 9.** This resolution shall become effective from and after its passage.

**RESOLVED** this 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.2

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**Title:** Consider a resolution authorizing the Mayor to execute a Non-Exclusive License Agreement with Google Fiber Texas LLC for the Use of City Public Right of Way for Network Facility Installation.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Laurie Hadley, City Manager

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** City Manager's Office

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### Text of Legislative File 2022-356

This is a non-exclusive license agreement between the City of Round Rock and Google Fiber Texas LLC for the use of City public right-of-way for network facility installation. The License Fee to Google is 1% of Gross Revenue remitted on a quarterly basis and it grants them the ability to run their fiber to the premise service to customers in the City of Round Rock.

This agreement allows Google to begin applying for permits from the City to start constructing the backbone of their service. Once that work is complete, Google will begin signing up customers and running their last-mile infrastructure. What makes this process stand out is Google will generally be using micro-trenching technology. Essentially they make a cut two inches wide that goes below the asphalt depth along the curb in neighborhood streets. This allows them to run subsurface infrastructure faster with less disruptions to the public. Transportation staff have reviewed the micro-trenching technique and have approved its use.

Many folks will be excited by this announcement, but it should be noted that Google does not anticipate activating individual service for consumers until late 2023. The City has set up an information page at [roundrocktexas.gov/googlefiber](https://roundrocktexas.gov/googlefiber) to make sure folks are getting directed to the right location to get their questions answered about this new offering in Round Rock.

Staff recommends approval of this agreement.







**RESOLUTION NO. R-2022-356**

**WHEREAS**, Google Fiber Texas LLC (“Licensee”) desires to install, maintain, operate, and control a fiber optic infrastructure network (“FTTP Network”) within City of Round Rock public rights-of-way; and

**WHEREAS**, the City of Round Rock (“City” and “Licensor”) desires to permit Licensee to install, maintain, operate and control said FTTP Network within City public rights-of-way subject to certain terms and conditions; and

**WHEREAS**, the City and Licensee desire to enter into a Non-Exclusive License Agreement setting forth said terms and conditions related to Licensee’s use of City public rights-of-way, 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 attached “Non-Exclusive License Agreement Between the City of Round Rock and Google Fiber Texas LLC for the Use of City Public Right-of-Way for Network Facility Installation,” 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 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas



ATTEST:

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MEAGAN SPINKS, City Clerk



**NON-EXCLUSIVE LICENSE AGREEMENT  
BETWEEN THE CITY OF ROUND ROCK  
AND GOOGLE FIBER TEXAS LLC  
FOR THE USE OF CITY PUBLIC RIGHT-OF-WAY FOR  
NETWORK FACILITY INSTALLATION**

This License Agreement ("**Agreement**") is by and between the City of Round Rock, a home rule charter city and municipal corporation organized and existing under laws of State of Texas ("**Municipality**"), and Google Fiber Texas LLC, a Texas limited liability company and its subsidiaries, successors, or assigns ("**Licensee**").

**RECITALS**

- A. Municipality has jurisdiction over the use of the public rights-of-way in Municipality, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public rights-of-way, including related facilities such as medians, parkways, sidewalks, traffic signals, and signs, public way, or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of Municipality ("**Public ROW**").
- B. Licensee desires, and Municipality desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("FTTP Network") for the purpose of offering communications services ("Services"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Services") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in Municipality ("Customers").
- C. The FTTP Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wire, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

**AGREEMENT**

In consideration of the mutual promises made below, Municipality and Licensee agree as follows:

**1. Permission to Use and Occupy.**

- 1.1. Permission to Use and Occupy Public ROW. Municipality grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the FTTP Network and the related Network Facilities (the "**Work**") in order to offer Services to residents and businesses in Municipality. This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other Municipality property, including poles and conduits, shall be governed under a separate Agreement regarding that use.



- 1.2. Subject to State and Local Law. This Agreement and the License are subject to Municipality's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Non-Discrimination. Municipality's grant of the License shall be open, comparable, nondiscriminatory, and competitively neutral.
- 1.8. Compliance with City Ordinances. Licensee acknowledges that it is familiar with the requirements of the Code of Ordinances of the City of Round Rock, **Chapter 44, Article III. Street Cutting Regulations** and **Article IX. Public Rights-of-Way Management**, and agrees to comply with same, or any deviations from the Code authorized by the Municipality. Licensee also agrees that it will comply with the Municipality's Design and Construction Standards ("DACS"), or any deviations from the DACS authorized by the Municipality, and all other relevant ordinances of the Municipality.

## 2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain Municipality's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Licensee will provide to Municipality any information lawfully required by Municipality. Licensee will pay all lawful processing, field marking, engineering, and inspection fees before Municipality issues individual permits.



- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work.
- 2.4. Undergrounding. Licensee will install or relocate its Network Facilities underground in those areas and portions of Municipality where all transmission and distribution facilities of the public utilities providing electric and communications services are required by Municipality ordinance to be placed underground. If, however, any third-party electricity or communications transmission or distribution facilities remain above ground, Licensee may install or keep and retain its Network Facilities above ground.
- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by Municipality. Licensee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer or other utility facilities.
- 2.7. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Licensee will promptly repair any damage to the Public ROW, Municipality property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage.
- 2.9. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by Municipality if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.10. Cooperation in Joint Trench Opportunities. Licensee will cooperate with Municipality in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with Municipality and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently



compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with Municipality or the third-party, as applicable. Licensee shall make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

- 2.11. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

### 3. Municipality's Obligations.

- 3.1. Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. Municipality will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse Municipality under this section shall be separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. If Licensee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Licensee will notify Municipality and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW for a legitimate governmental purpose, such as the construction of a new water or sewer line or the relocation of a public road, Licensee will, upon written notice from Municipality, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Licensee's interest in maintaining the integrity and stability of its FTTP Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the



relocation, and other relevant facts and circumstances, except that Municipality may not require Licensee to relocate or remove its Network Facilities with less than 120 days' notice.

- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW or Municipality property for a non-governmental (e.g., commercial) purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless Municipality or the third party enters into an agreement with Licensee under which Municipality or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than 120 days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.
- 3.5. Non-Discrimination. Municipality will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by Municipality.

#### 4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
  - 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
  - 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to Municipality on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A ("Authorized Individuals")**. Municipality will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.
5. License Fee. Licensee will pay Municipality a fee ("**License Fee**") which shall compensate Municipality for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and Municipality acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other



Municipality property as authorized. The License Fee shall begin accruing on the License Commencement Date and be calculated as follows:

5.1. License Fee. Licensee shall pay Municipality one percent (1%) of Gross Revenues for a calendar quarter, remitted within 45 days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below). The payment shall be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the Municipality to determine the accuracy of the payment.

5.1.1. As used herein, “**Gross Revenues**” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Licensee from the provision of Broadband Services using the FTTP Network. Gross Revenues shall include all consideration paid to Licensee or its direct parent’s subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW which includes but is not limited to:

- (i) all fees charged to end-user Customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee imposed on Licensee by this Agreement that is passed through and paid by Licensee’s end-user Customers (including without limitation the License Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user Customers, leased access providers, or Municipality;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser’s customer;
- (iv) revenue derived from the provision of Services to end-user Customers where none of the Network Facilities used to provide such Services are located in Public ROW;
- (v) any forgone revenue from Licensee’s provision of Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;



- (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
  - (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its Customers;
  - (ix) any tax of general applicability imposed upon Licensee or its end-user Customers by Municipality or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
  - (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenues; and
  - (xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Licensee.
- 5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, that subscriber's pro rata amount of the License Fee.
- 5.3. Audit. Municipality may examine the business records of Licensee as permitted under state or local law, but in any event only during reasonable times and following no less than thirty (30) days' prior written notice, and only to the extent reasonably necessary to ensure compliance with this Section 5. Licensee shall keep all business records reflecting its gross revenues for at least three (3) years. Municipality may, in the event of a dispute concerning compensation under this Section 5, bring an action in a court of competent jurisdiction.
- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 60 days from the specified due date shall be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date, plus one percent.
- 5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection by any franchising authority of any franchise fee from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the franchise fee paid by any provider of video programming or communications services is based to a percentage that is lower than



the Revenue Percentage, then Licensee shall have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the Revenue Percentage shall be commensurately reduced.

## 6. **Indemnification.**

- 6.1. **Obligations.** Licensee will defend and indemnify Municipality, its officers, elected representatives, and employees from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death to the extent caused by gross negligence, recklessness, or intentional wrongful conduct of Licensee or its contractors arising from this Agreement or the License ("**Claims**"); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by Municipality's employees that are covered under applicable workers' compensation laws.
- 6.2. **Notice of Claims.** Municipality shall give prompt written notice to Licensee of any Claim or threatened Claim no later than fifteen (15) calendar days after Municipality receives written notice of the action, suit, or proceeding. Municipality's failure to give the required notice will not relieve Licensee from its obligation to indemnify Municipality unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 6.3. **Defense.** Licensee will have the right at any time, by notice to Municipality, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to Municipality. Municipality agrees to cooperate fully with Licensee and Municipality shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any Claim, Licensee shall be bound by the results obtained by Municipality with respect to the Claim. If Licensee assumes the defense of a Claim, then in no event will Municipality admit any liability with respect to, or settle, compromise or discharge, any Claim without Licensee's prior written consent.

## 7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

## 8. **Performance Bond.** If Licensee has not previously provided Municipality with a performance bond under any prior agreement, Licensee shall, promptly after the License Commencement Date, provide Municipality with a performance bond in the amount of ten thousand dollars (\$10,000) naming Municipality as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to Municipality and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.

## 9. **Insurance.**



9.1. Licensee will carry and maintain the following insurance:

9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation with policy limits not less than the Municipality's requirements.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative at the following address:

City of Round Rock  
Human Resources Dept. – Attn: Risk Manager  
231 E Main Street Suite 100  
Round Rock, TX 78664

**10. Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The License will expire automatically on the twentieth anniversary of the License Commencement Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the License will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

**11. Termination.**

11.1. Termination by Municipality. Municipality may terminate this Agreement if Licensee is in material breach of the Agreement, provided that Municipality must first provide Licensee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred eighty (180) days' after Licensee's receipt of notice from Municipality of any material breach.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality.

**12. Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.



12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to Municipality, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in Municipality connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in Municipality if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee shall remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

**13. Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to Municipality to the address set forth in Municipality's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is [googlefibernotices@google.com](mailto:googlefibernotices@google.com), with a copy to [legal-notices@google.com](mailto:legal-notices@google.com).

**14. General Provisions.** This Agreement is governed by the laws of the state where Municipality is located. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together



will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

*[Signature page follows]*





Signed by authorized representatives of the parties on the dates written below.

**LICENSEE: Google Fiber Texas LLC**

**MUNICIPALITY: City of Round Rock**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
(Title)

Address:

Address:  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

221 E. Main St.  
Round Rock, Texas 78665

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

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





**EXHIBIT A  
FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated \_\_\_\_\_ between the City of Round Rock and Google Fiber Texas LLC ("Google Fiber"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the Municipality on behalf of Google Fiber. *[If applicable: This letter amends and supersedes the Letter of Authorization dated \_\_\_\_\_.]*

*{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}*

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

[Name]

Manager, Google Fiber Texas LLC

GOOGLE FIBER CONFIDENTIAL

License Agreement Between City of Round Rock and Google Fiber Texas LLC | Page 13 of 13







# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.3

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with SDI Presence, LLC for professional consulting services related to public safety software.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Ramsey Saad, CIO

**Cost:** \$185,353.00

**Indexes:** General Self-Financed Construction

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

**Department:** Information Technology

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### Text of Legislative File 2022-329

This item is a professional services agreement with SDI Presence, LLC to lead the City through reviewing, selecting, and implementing a public safety software suite. The selected public safety software suite will replace our 20+ year old OneSolution Public Safety Software used by the Fire and Police Departments for dispatching and records management.

SDI Presence, LLC will oversee as the Co-Project Manager to lead sessions to gather needs from City staff, create and present the City of Round Rock with a software Request for Proposal, and assist the City's selection committee in identifying the most qualified software respondent. Once a software vendor is selected, SDI Presence, LLC will act as a project manager for implementation and cut over to the chosen Criminal Justice Information Services (CJIS) compliant software suite.

SDI Presence, LLC brings a proven track record of public safety software expertise to work closely with the Police, Fire and Information Technology Departments throughout selection and implementation. SDI has implemented modern public safety software suites and maintains a team of software developers on staff to help integrate products and other departmental software.

**Cost:** \$185,353

**Source of Funds:** General Self-Finance Construction







**RESOLUTION NO. R-2022-329**

**WHEREAS**, the City of Round Rock (“City”) desires professional consulting services related to public safety software; and

**WHEREAS**, City issued a Request for Qualifications (RFQ No. 22-013) for public safety software consultant services; and

**WHEREAS**, City has determined that SDI Presence, LLC is the most qualified to provide the best value to the City considering the evaluation factors included in the request for qualifications; and

**WHEREAS**, the City Council desires to enter into an agreement with SDI Presence, LLC for public safety software consultant services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to Public Safety Software with SDI Presence, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



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

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES RELATED TO  
PUBLIC SAFETY SOFTWARE  
WITH  
SDI PRESENCE, LLC**

**THE STATE OF TEXAS**

**§**

**THE CITY OF ROUND ROCK**

**§**

**KNOW ALL BY THESE PRESENTS**

**§**

**COUNTY OF WILLIAMSON**

**§**

**COUNTY OF TRAVIS**

**§**

**§**

THIS AGREEMENT for professional consulting services related to public safety software (the "Agreement"), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and SDI PRESENCE, LLC, located at 2451 West Grapevine Mills Circle, Grapevine, Texas 76051(the "Consultant").

**RECITALS:**

**WHEREAS**, professional consulting services related to public safety software (the "Project") are desired by the City; and

**WHEREAS**, City issued a Request for Qualifications for Public Safety Software Consultant Services (RFQ No. 22-013); and

**WHEREAS**, City has determined that Consultant is the most qualified to provide said services; and

**WHEREAS**, City desires to contract with Consultant for these services; and

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

**NOW, THEREFORE, WITNESSETH:**

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

**1.0 EFFECTIVE DATE AND TERM**

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



B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

## **2.0 SCOPE OF SERVICES**

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A," which shall be referred to as the Proposal and Exhibit "A" titled "Proposal," which shall be referred to as the Scope of Services of this Agreement. Said attached Exhibit "A" shall be incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant shall perform services in accordance with this Agreement, in accordance with the appended Proposal and Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

## **3.0 LIMITATION TO SCOPE OF SERVICES**

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged, and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

## **4.0 CONTRACT AMOUNT**

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **One Hundred Eighty-Five Thousand Three Hundred Fifty-Three and No/100 Dollars (\$185,353.00)** as set forth in Exhibit "A."

## **5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT**

**Invoices:** To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.



**Payment of Invoices:** The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **6.0 INSURANCE**

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

## **7.0 PROMPT PAYMENT POLICY**

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

## **8.0 NON-APPROPRIATION AND FISCAL FUNDING**

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



such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

## **9.0 SUPPLEMENTAL AGREEMENT**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

## **10.0 TERMINATION; DEFAULT**

**Termination:** It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

**Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).



If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

#### **11.0 NON-SOLICITATION**

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

#### **12.0 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.



- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

### **13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

**The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.**

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information



of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.



City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

#### **14.0 WARRANTIES**

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

#### **15.0 LIMITATION OF LIABILITY**

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

#### **16.0 INDEMNIFICATION**

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

#### **17.0 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may



assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

## **18.0 LOCAL, STATE AND FEDERAL TAXES**

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

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

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

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 FINANCIAL INTEREST PROHIBITED**

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

## **21.0 DESIGNATION OF REPRESENTATIVES**

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

Megan Tscheoner  
Assistant Director of Information Technology  
221 East Main Street  
Round Rock, Texas 78664  
(512) 218-5451  
[mtschoerner@roundrocktexas.gov](mailto:mtschoerner@roundrocktexas.gov)

## **22.0 NOTICES**

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

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

### **Notice to Consultant:**

SDI Presence, LLC  
~~2451 West Grapevine Mills Circle~~ 200 E. Randolph St  
~~Grapevine, TX 76051~~ Suite 3550  
Chicago, IL 60601



**Notice to City:**

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

**AND TO:**

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

**23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

**24.0 EXCLUSIVE AGREEMENT**

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

**25.0 DISPUTE RESOLUTION**

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

**26.0 SEVERABILITY**

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



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

## **27.0 STANDARD OF CARE**

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

## **28.0 GRATUITIES AND BRIBES**

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

## **29.0 RIGHT TO ASSURANCE**

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

## **30.0 MISCELLANEOUS PROVISIONS**

**Time is of the Essence.** Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

**Force Majeure.** Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default



or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

**Section Numbers.** The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

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

**For City, Attest:**

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

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

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

**SDI Presence, LLC**

By: Sharee L Wolff  
Printed Name: Sharee L Wolff  
Title: CFO  
Date Signed: 10/4/2022





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

## **REQUEST FOR QUALIFICATIONS (RFQS)**

### **PUBLIC SAFETY SOFTWARE CONSULTANT SERVICES**

**SOLICITATION NUMBER 22-013**

**JANUARY 2022**



**PUBLIC SAFETY SOFTWARE CONSULTANT GROUP  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock (CORR), herein after “the City” seeks proposals from firms experienced in reviewing, selecting, and implementing a public safety software suite. The suite will include Computer Aided Dispatch (CAD), Records Management System (RMS), mobile dispatch platform, Evidence and crime scene module, and any others deemed relevant to Round Rock Police and Fire Departments. The consultant’s role in the process will be to lead sessions to gather needs from City staff, create and present a software Request for Proposal (RFP), assist the selection committee in identifying the most qualified software respondent, and act as a project manager for implementation into a final cut over to the chosen (preferred cloud-hosted) Criminal Justice Information Services (CJIS) compliant software.
  
2. **BACKGROUND:** The City of Round Rock (CORR) is located 20 miles north of downtown Austin and is nationally recognized as one of the country’s most livable towns with an estimated population of approximately 124,000 people. Round Rock Police Department has 180 sworn staff, 80 civilian employees, and 118 volunteers. Round Rock Fire Department has 156 uniformed staff and 23 civilian employees.  
CORR is seeking to explore new Public Safety Software options to replace our current system, Central Square’s One Solution, which has been in use for over 20 years. **Historical data, less than 330 gigabytes (GB), will need to be transferred into the chosen software solution based on retention requirements.** Our Public Safety Access Point (PSAP) dispatches for both the Fire Department and Police Department, including Animal Control, but does not include EMS. CORR has its own dedicated call center staffed 24/7. The Fire Department also assists with mutual aid to surrounding cities within Williamson County. There is current software in place to assist with mutual aid requests for call transfers. The CJIS software implementation project is slated as one of the City’s largest for Fiscal Years (FY) 2022 and 2023, in terms of budget and staffing. This will be a highly visible project at all levels of the City and the chosen consultant will be required to produce detailed documentation. This will require communication and coordination with many different groups throughout the City.
  
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

<b>Description</b>	<b>Index</b>
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) 7-8
Part IV – Scope of Work	Page(s) 9-10
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 11-13
Attachment A – Proposal Submittal Form and Execution	Page 14
Attachment B – Reference Sheet	Page 15
Attachment C – Subcontractor Information Form	Page 16



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

**Adam Gagnon**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5456**

**E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)**

**Amanda Crowell**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512- 218-5458**

**E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)**

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

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

EVENT	DATE
Solicitation released	January 31, 2022
<b>Optional Online Pre-Proposal meeting</b>	February 8, 2022 @ 10:00AM, CST
Deadline for submission of questions	February 15, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approx. February 18, 2022 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	March 8, 2022 @ 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 the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

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

6. **SOLICITATION UPDATES**: Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-PROPOSAL MEETING**: A pre-proposal meeting will be conducted to fully acquaint Respondents with the specifications, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5- Schedule of Events.
- A. Attendance at the pre-proposal meeting is optional. The City will record the pre-proposal meeting and will request interested parties to call at the start. The pre-proposal meeting will be held on Microsoft Teams at the following link:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NjJhMDFiOWEtMjNiOS00Y2YyLWJmM2ItNjRiMjllYTQ3M2Iz%40thread.v2/0?context=%7b%22Tid%22%3a%22a33c69e4-0e38-4e23-b638-0d6dd8fd2445%22%2c%22Oid%22%3a%2221a07725-7f7f-4d19-9b97-2f8655a7d870%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjJhMDFiOWEtMjNiOS00Y2YyLWJmM2ItNjRiMjllYTQ3M2Iz%40thread.v2/0?context=%7b%22Tid%22%3a%22a33c69e4-0e38-4e23-b638-0d6dd8fd2445%22%2c%22Oid%22%3a%2221a07725-7f7f-4d19-9b97-2f8655a7d870%22%7d)



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: Adam Gagnon  
Purchasing Division  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFQS Solicitation title, number, due date and “DO NOT OPEN”.
  - B. Facsimile or electronically transmitted responses are not acceptable.
  - C. Responses cannot be altered or amended after opening.
  - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - E. The City will not be bound by any oral statement or offer made contrary to the written proposal.
  - F. Samples and/or copies shall be provided at the Respondent’s expense and shall become the property of the City.
  - G. Receipt of all addenda to this RFQS must be acknowledged, signed, and included with the proposal response.
  - H. Late Proposal(s) will not be considered under any circumstances 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 encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed “Original” and one (1) identical electronic copy of the RFQS 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 RFQS response along with samples and/or copies shall be provided at the Respondent’s expense and shall become the property of the City.
  - B. This request for qualifications (RFQS) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFQS; all costs associated with responding to this RFQS will be solely at the interested parties’ expense. Not responding to this RFQS does not preclude participation in any future RFQS/RFP/IFB.
  - C. **For your RFQS submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
    - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City’s website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
    - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
    - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
    - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a completed copy of the Subcontractor Information Form.



- 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 13. EX PARTE COMMUNICATION:** Note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.



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

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
3. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any software licensed or hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.



### **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 from date of award and shall remain in full force until inspection and acceptance of the completed project by the City.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **PERFORMANCE BOND:**
  - A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 30 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
  - B. The Performance Bond shall remain in effect throughout the term of the Contract/project and shall be renewed for each respective extension.
3. **RESPONDENT QUALIFICATIONS AND DISCLOSURES:** The City has established the following minimum qualifications and disclosures. Respondents who do not meet the minimum qualifications or appropriately disclose requested information will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing selection and implementation services of Public Safety software such as emergency dispatching, records, reporting, and other 9-1-1 related applications and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFQS evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
  - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - D. The Respondent shall include in their proposal a list of all financial, personal, and/or business-related ties to any known software companies that are likely to respond to the forthcoming request for proposal (RFP).
  - E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFQS process.
4. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and



- C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors and the responsibilities expected of each subcontractor for approval by the City prior to use of any subcontractors throughout the term of the contract.
5. **RETAINAGE**: The City will withhold 10 percent (%) retainage until the successful completion of implementation and launch of the software as stated in the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.
6. **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.
7. **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.
8. **PRICING**: DO NOT submit any pricing information with your original offer. If the City deems the Respondent the most qualified to perform the work the City's authorized purchasing contact(s) will ask for this value during negotiations and via best and final offers (BAFO). **PERFORMANCE REVIEW**: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **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 shall be:**  
**Megan Tschoerner**  
**IT Manager – Support Services**  
**Information Technology Department**  
**Phone: 512-218-5451**  
**E-mail: [mtschoerner@roundrocktexas.gov](mailto:mtschoerner@roundrocktexas.gov)**



## **PART IV SCOPE OF WORK**

1. **OBJECTIVE:** The City of Round Rock is seeking a consultant or consulting firm that can provide the qualifications necessary to assess current and future City CJIS needs, define an appropriate software scope of work, assist in evaluation, manage, and implement a new public safety software suite. The City currently uses Central Square's One Solution.

**The objectives to be achieved by the Contractor include but are not limited to:**

- Collect data on current software and educate City staff on relevant public safety software spaces.
- Develop a scope of work to utilize in a Request for Proposal (RFP) for City-appropriate software that will include Computer Aided Dispatch (CAD), a Records Management System (RMS), mobile dispatch platform, evidence, a crime scene module, and any other software deemed relevant to Round Rock Police and Fire Departments.
- Contribute to evaluation of the resulting responses from the RFP developed.
- Manage, monitor, and evaluate the implementation of the new software the City selects, facilitate data migration, launch the new software to appropriate departments, and follow up on progress of go-live.
- Effectively communicate timelines, milestones, project updates, etc. to appropriate personnel including project management, directors/chiefs, and Council.

2. **SERVICE REQUIREMENTS:** Services shall be performed at the below location and other remote options:

**2701 N Mays St.  
Round Rock, TX 78665**

3. **CONTRACTOR RESPONSIBILITIES:** The awarded consultant will complete the following tasks-

- A. **Analyze Existing Conditions and Data Collection:** The consultant shall gather and analyze existing conditions relative to the current public safety software utilized by the City. The Contractor shall-
- i. Conduct a kickoff meeting with CORR senior staff and will identify a project lead from their team to act as the direct point of contact with CORR's project manager.
  - ii. Provide an in-depth review of current systems and software integrations along with an assessment of current City interactions with those systems.
  - iii. Determine a methodology to collect, gather, and analyze data from current software and any other forms of data deemed applicable or relevant.
  - iv. Contractor shall work with CORR team to collect data to determine future growth and needs for CORR public safety departments to develop a software forecast.
  - v. Draft a report summarizing the recommendations found in the initial assessment on how to develop a scope of work for solicitation that encompasses the needs that are identified.
  - vi. Provide complete documentation of processes for each Public Safety Division needs.
- B. **Software Scope of Work and RFP-Related Tasks:** The Contractor shall-
- i. Work with the City's project team and Purchasing Department to develop an approved, quality, open, competitive, and detailed scope of work. This shall include identifying software requirements that meet the City's needs with expansion capabilities to use technologies not currently implemented by the City. The final RFP will be approved and solicited by the City.
  - ii. Develop a matrix to aid in determining best fit of an on-premises solution or a cloud hosted solution.
  - iii. Meet the timeline for the RFP posting date (est. September 2022).
  - iv. Lead or co-lead a presentation for CORR City Council to justify the final software selection, and aid in any questions on the selection process.
  - v. **Attend Evaluation of Software RFP Responses:**
    - a. Contractor shall offer professional opinions, suggestions, and critiques as appropriate at the evaluation meeting.



- b. Contractor will not offer a score of any points to any responding offer.
- c. If demonstrations of software are requested the Contractor shall attend software demonstrations. The Contract shall offer opinions, suggestions, and critiques as appropriate.

**C. Implementation:** The Contractor shall-

- i. Act as the main Project Manager for the implementation of selected software.
- ii. Coordinate with the City's team to schedule meetings during the workday to accommodate employees with various active work obligations.
- iii. Manage and coordinate data migration, implementation, and launch of new software to appropriate departments.
- iv. Follow up on progress of Go Live.
- v. Provide one year support after Go Live.

**D. Post Go-Live Coordination:** The Consultant shall-

- i. Provide coordination between the City and the software vendor after Go Live.
- ii. Review software generated reports for legal requirements on migrated and new data.
- iii. Document maintenance plan for product upgrades.
- iv. Coordinate support documentation for City staff to reference.
- v. Complete sign off criteria created during Implementation.

**D. Meetings:**

- i. The Consultant will be required to attend the Round Rock City Council meeting where Council approves and awards this Contract to the successful offeror for this Request for Qualifications. The consultant's representative should be prepared to answer any questions regarding the contract.
- ii. Upon direction by the CORR project manager, the consultant may also be responsible for two or more personal appearances before the Round Rock City Council and appropriate personnel.
- iii. The consultant should adhere to their proposed timeline with regards to meetings. Meetings may occur by phone, in person, or by video conference.

**E. Using previous experience, identify items that the City team may need to consider in any of the steps above.**

**F. Complete a project closeout and final review.**

**4. CITY RESPONSIBILITIES:** The City will-

- A. Actively and regularly participate in appropriately scheduled meetings.
- B. Provide physical or remote workspace for meetings, as needed.
- C. Assist in identifying subject matter experts (SMEs) and stakeholders.
- D. Lead the process for public solicitation.
- E. Create a City evaluation committee.
- F. Facilitate executive approval.
- G. Be the ultimate decision maker of which software it selects that the awarded Contractor will implement.



**PART V**  
**PROPOSAL PREPARATION INSTRUCTIONS**  
**AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFQS, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
  - B. **Tab 2 – Technical Expertise:** Describe your technical expertise for implementing City-appropriate Public Safety software solutions. Include insights into your process, methodology, and strategies for developing quality systemwide solutions. Specifically,
    - i. Share your point of view of the City's current challenges, opportunities, and perceptions.
    - ii. Demonstrate how your agency is distinctive from other agencies or experts in this field.
    - iii. Detail your approach to selecting and implementing software.
    - iv. Provide a statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state their compliance with terms of this Request of Qualifications (RFQS) or clearly documents any exceptions.
  - D. **Tab 3 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
  - E. **Tab 4 - Prior Company Experience:** Describe successful completion of similar projects. Only include projects of similar size and scope of the City's project with selection and implementation of public safety software. Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.



- F. **Tab 5 - Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- G. **Tab 6- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. **Tab 7 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form and signed addendums (if applicable).
- I. **Tab 8- Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled “Exceptions” with the Respondent’s proposal.

**6. EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

- A. Evaluation Criteria: Weights:
- |                                                        |               |
|--------------------------------------------------------|---------------|
| • Prior Company Experience and Key Personnel (Tab 4-5) | 55 pts        |
| • Technical Expertise (Tab 2)                          | 35 pts        |
| • <u>Business Structure (Tabs 1,3)</u>                 | <u>10 pts</u> |
| Maximum Weight:                                        | 100 pts       |
- B. An evaluation committee will be established to evaluate each response. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City’s opinion, offers the best value to the City. The City also reserves the right to cancel the RFQS process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a “short list” of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each “short listed” Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

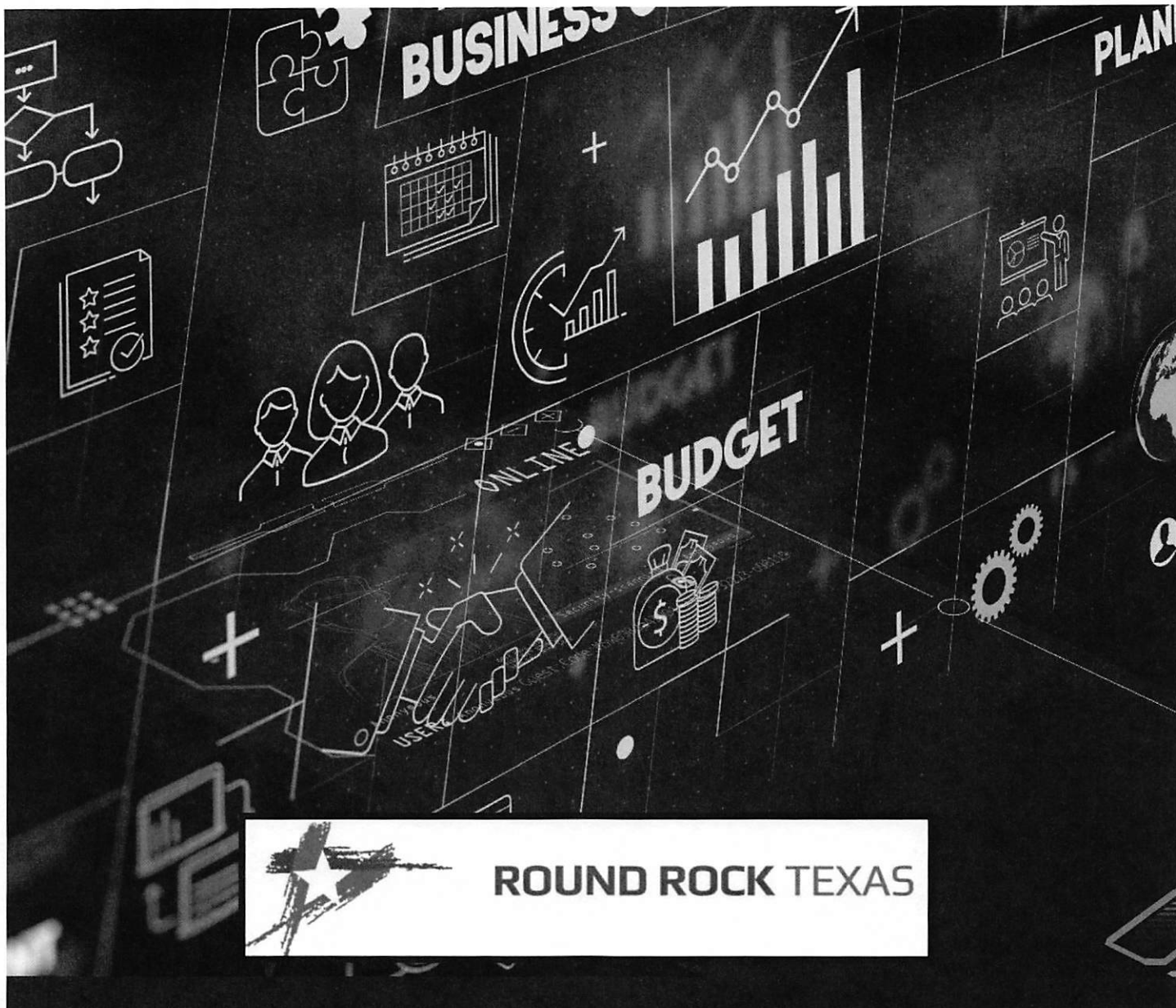
**7. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFQS is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.



- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
  - C. If negotiations are successful, the City and Respondent may enter into an agreement.
  - D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
    - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
    - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
  - F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.
8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
  - B. Identify specific milestones, goals, and strategies to meet objectives.





**ROUND ROCK TEXAS**

Cost Proposal Prepared for  
**City of Round Rock, Texas**

Public Safety Software Consultant Services  
Reference - RFQ No. 22-013

July 21, 2022

Respectfully Submitted By:



Phil Danie  
Senior Vice President

Email: [pdanie@sdipresence.com](mailto:pdanie@sdipresence.com)  
Phone: 949-836-3351





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## ***COST PROPOSAL***

SDI Presence is pleased to provide our cost proposal for the acquisition and implementation of a comprehensive CAD/RMS software suite. Our Cost Proposal is based on our experience in conducting similar tasks with Public Safety and Information Technology clients. SDI's Cost Proposal is based upon the agreed to level of effort, associated expenses, and the mix of resources required to complete the tasks defined in scope of work issued under this contract. Our total project prices are inclusive of all time, materials, and other expenses necessary for full completion of the Scope of Work within the project time frame. Any additional resources or subject matter experts shall be provided at rate of \$125.00 to \$158.00 plus travel expense reimbursement. Other services not described that may be needed, are not included.

The following assumptions are incorporated into this Cost Proposal:

1. City of Round Rock Police Department dispatches for Police and Fire.
2. City of Round Rock will provide adequate and secure workspace with 24/7 access.
3. City of Round Rock will provide remote access to project files.
4. City of Round Rock will provide adequately furnished meeting room space for all workshops, focus groups and stakeholder meetings.
5. City of Round Rock will provide timely scheduling of stakeholders to facilitate gathering information as detailed in the schedule.

This pricing proposal is being presented as two separate phases. The total Cost Proposal (Phase 1 and 2) is an estimate and is based on a total project period of performance of up 24 months and/or up to a level of effort of 1,272 personnel hours. If the project exceeds the above period of performance or level of effort for any one of the two phases, SDI will work with the City to identify remaining tasks and develop a Quote for submission of a Change Order to complete the project phase. SDI Presence will submit Time and Materials invoices for work completed on a monthly basis.

Below is a Project Cost Summary

Phase 1	\$78,701
Phase 2	\$106,652
Grand Total	\$185,353



## PHASE 1 - SELECTION

Following is a detailed cost breakdown of each Phase of the project with an anticipated duration:

### Phase 1.1 – CAD/RMS Needs Assessment Cost Proposal

Project Task	Hours	Task Cost	Duration
<b>Phase 1.1 - CAD/RMS Needs Assessment</b>			<b>60 Days</b>
1. Project Initiation; during the onsite visit the proposed project team will perform a detailed walkthrough of the Round Rock Police and Fire Departments, meet key employees involved in the project, view a demonstration of the legacy CAD/RMS, and go for a “ride-along” to see operations from the police officer and firefighter’s perspectives.	32	\$4,562	
2. Project Kick-off Meeting; as part of the kick-off meeting our proposed project team will provide the City of Round Rock a questionnaire to be used as part of the interview process. Our proposed team will review the initial scope of the project with City staff and discuss CAD/RMS projects in general and some of the issues that may be encountered during this project. Our proposed team will facilitate a question/answer session in order to address questions from City staff and offer suggestions and ideas regarding resource and time issues, high risk and cost control issues and how to avoid some of the more common mistakes public safety agencies typically make in CAD/RMS projects. Our proposed team will provide examples of other projects, along with cultural and operational changes that may impact the PD and FD. They will discuss data conversion, geofile, interfaces, and the interview process. Our proposed PM will establish meeting frequencies and agendas with City staff.	34	\$4,849	
3. Interviews. Our proposed team, as part of the need’s assessment will interview all relevant City Staff, review and document business processes and create gap analysis and identify risks.	52	\$7,410	
4. Vendor Demonstrations. Our PM will introduce the City staff to CAD/RMS vendors by setting up product demonstrations activities and visits to agencies with these CAD/RMS solutions in production for requirements awareness.	60	\$8,926	
5. Project Master Plan. Our PM will gather and compile data in order to develop a Project Master Plan to include a project organization schematic, an explanation of the project methodology, a synopsis of the As-Is and To-Be state of the Round Rock Police, Fire and IT Departments, staffing and management related to the CAD/RMS project, scope and general requirements of the system to be acquired, updated project schedule and an estimated budget for the entire CAD/RMS project.	32	\$4,562	



Project Task	Hours	Task Cost	Duration
<b>Phase 1.1 - CAD/RMS Needs Assessment</b>			<b>60 Days</b>
<b>Phase 1.1 - CAD/RMS Needs Assessment Total</b>	<b>210</b>		<b>\$30,30</b>

#### Phase 1.2 – RFP Development Cost Proposal

Project Task	Hours	Task Cost	Duration
<b>Phase 1.2 - RFP Development</b>			<b>169 Days*</b>
1. Detail Requirements. Our project team will assemble all of the needs assessment information and interview results, along with the As-Is and To-Be reports and use these to develop a detail CAD/RMS requirements document. This document will be vetted by the City staff and used to determine a course of action.	30	\$4,278	
2. RFI requirement. Our project team will work closely with City staff to determine if an RFI is needed prior to the development of an RFP. Our team will provide industry knowledge and experience to the City staff, so that the right decision can be made. If it is determined that issuing an RFI is in the best interest of the City, our PM will work with City staff to develop the RFI requirements document, which will largely be based on the detail CAD/RMS requirements document. The PM will review RFI responses with City staff and update the CAD/RMS detail requirements document accordingly.	8	\$1,140	
3. RFP development. Our PM will work closely with City staff and Purchasing to incorporate the detail CAD/RMS requirements into a City approved RFP format. The PM will also work with City staff on any provisions and processes that need to be included in the RFP.	42	\$5,990	
4. RFP approval and distribution. Our PM will work closely with the City Staff and Purchasing on multiple iterations of the RFP document revisions in order to get it to a final state. This process typically involves several revisions, with track changes, and meetings or conference calls to accomplish. Once completed the RFP will be submitted to the City for processing and mailing to vendors.	10	\$1,426	
<b>Phase 1.2 - RFP Development Total</b>	<b>90</b>		<b>\$12,83</b>

\* Many factors can reduce or extend the duration of Phase 1.2. Examples of factors that can reduce or extend this phase are legal review processes, City Staff review processes, and lead time necessary to be put on the City Council agenda.



### Phase 1.3 – Proposal Evaluations and Vendor Selection Cost Proposal

Project Task	Hours	Task Cost	Duration
<b>Phase 1.3 - Proposal Evaluations and Vendor Selection</b>			<b>25 Days</b>
1. RFP response evaluation. Our project team will evaluate the responses and develop an evaluation matrix that utilizes a weighted scale for each requirement in order to provide an objective scoring of each vendor's responses. Our PM will work closely with City staff to obtain their evaluations and combine them with the project team evaluations. The evaluation matrix along with the evaluation results from the City staff and the SDI Presence project team will be incorporated into an evaluation report that ranks the responses and includes high risk and high cost issues for each response.	22	\$3,321	
2. Vendor Demonstrations. Our project team will work with the City staff to narrow the responses to the top 3 or 4 vendors that will take part in detailed demonstrations. These vendor demonstrations will be scheduled by the PM and City staff and include scenarios that each vendor must demonstrate. Each demonstration will be followed by a hands-on period where staff can "touch" the systems. The project team and City staff will use the results of the demonstrations/hands-on to augment the vendor evaluation report.	60	\$8,556	
3. Vendor Reference Checks and Onsite Visits. Our project team and City staff will verify the vendor references, and schedule onsite visits. The project team and City staff will use the results of the reference checks and onsite visits to augment the vendor evaluation report.	20	\$2,852	
4. Vendor Selection. Our project team will work closely with the City staff to go through the evaluation criteria, evaluation matrix, vendor demonstrations, references and risks. We will provide our industry knowledge and experience to assist the City evaluation team, in making the best CAD/RMS vendor decision possible.	18	\$2,567	
<b>Phase 1.3 - Proposal Evaluations and Vendor Selection Total</b>	<b>120</b>		<b>\$17,296</b>



#### Phase 1.4 – Contract Development and Contract Negotiations Cost Proposal

Project Task	Hours	Task Cost	Duration
<b>Phase 1.4 - Contract Development and Contract Negotiations</b>			<b>71 Days</b>
1. Develop CAD/RMS Contract. Our Project Team will work with the City staff and selected CAD/RMS vendor to develop a comprehensive CAD/RMS product, implementation and maintenance contract. All parties will use track changes to make sure that everyone is aware of what has been added, changed or deleted. The contract document will have page and line numbers for reference during meetings and discussions. The implementation contract (Professional Services and Software License Agreement) will include all provisions required by the City, and provisions from the vendor's standard agreement that are deemed acceptable to the City.	34	\$4,848	
2. Contract Negotiations. Our PM will coordinate distribution of the City developed CAD/RMS contract to the selected CAD/RMS vendor, and schedule conference calls and face-to-face meetings with the selected CAD/RMS vendor. Consultant will assist the City in the development and instruction of the contract negotiations team, if desired. Our PM will conduct an executive briefing with City negotiation staff and work with them to develop roles and responsibilities and the strategy for the contract negotiations process. Our PM, if requested by the City, will be the lead negotiator and in this role will discuss with the City the level of support and commitment required in order to be successful in that role.	44	\$6,274	
3. Contract Documents. Our PM will work closely with City staff and the selected CAD/RMS vendor to develop a Purchase and Software License Agreement (the "contract"), a Scope of Work/Statement of Work (SOW), Interface Control Documents, Project Schedule, Detailed and Summary Pricing and Payment Schedule, and a Maintenance Contract.	30	\$4,278	
4. Acceptance Plan. Our project team will develop and complete an acceptance plan and the acceptance process to help ensure the terms and conditions of the contract have been successfully completed. The acceptance plan will include software acceptance test scenarios, data conversion and interface testing.	18	\$2,862	
<b>Phase 1.4 - Contract Development and Contract Negotiations Total</b>	<b>126</b>		<b>\$18,262</b>
<b>Phase 1 – Selection Total</b>	<b>546</b>		<b>\$78,701</b>



## PHASE 2 - IMPLEMENTATION

### Phase 2 – Implementation Cost Proposal

Project Task	Hours	Task Cost	Duration
<b>Phase 2.1 – CAD/RMS Kick-Off Meeting</b>			<b>1 Day</b>
1. CAD/RMS Vendor Kick-off Meeting. Our PM will coordinate an onsite kick-off meeting with City Staff and the selected CAD/RMS vendor. The meeting will provide a high-level overview of the project, including implementation milestones, deliverables, data conversion, interfaces, training, acceptance testing and go-live support. Our PM will also request a high-level demonstration of the CAD/RMS products procured by the City to give everyone an idea of what will be implemented. The PM will also monitor the contract with the selected CAD/RMS vendor throughout the project lifecycle.	28	\$4,140	
<b>Phase 2.1 – CAD/RMS Kick-Off Meeting Total</b>	<b>28</b>		<b>\$4,140</b>

### Phase 2.2 – Analysis, Assessment, and Planning

<b>Phase 2.2 – Analysis, Assessment, and Planning</b>			<b>90 Days</b>
1. Our PM will coordinate with stakeholders, SMEs, and the vendor to develop a project timeline and schedule recurring and planning meetings. Our project team will conduct an analysis of workflows, facilitate completion of foundation questionnaires and review processes, protocols, hurdles, and potential blockers.	58	\$9,222	
2. Our PM will conduct planning meetings with SMEs and key stakeholders to discuss the project timeline, tasks and milestones. Present workflow analysis, process review, protocols, and questionnaire results	88	\$12,853	
3. Make final adjustments to the project plan. Conduct a final project planning meeting with key stakeholders to discuss the project timeline, tasks, and Milestones.	10	\$1,610	
<b>Phase 2.2 – Analysis and Assessment Total</b>	<b>156</b>		<b>\$23,685</b>



### Phase 2.3 – IT Infrastructure

Project Task	Hours	Task Cost	Duration
<b>Phase 2.3 – IT Infrastructure</b>			<b>24 Days</b>
1. The project team will coordinate the purchase of any necessary on-site equipment and or cloud services. The PM will send notifications of hardware received, and or cloud services established and schedule installation. The team will coordinate the installation of on-premise hardware and the building/configuring of servers.	44	\$6,394	
2. The team will coordinate the build of the CAD/RMS Tennant, delivery of the Round Rock Public Safety tenant and verification of system configuration and operation.	34	\$4,940	
3. The team will coordinate the configuration of domain servers for ADFS to Vendor System	16	\$2,328	
<b>Phase 2.3 – IT Infrastructure Total</b>	<b>94</b>		<b>\$13,662</b>

### Phase 2.4 – Configuration

<b>Phase 2.4 – Configuration</b>			<b>65 Days</b>
1. The PM will coordinate the configuration of users/permissions, pick lists, tables, modules, and reference materials.	52	\$7,688	
2. The team will coordinate customization of key components such as RMS labels and workflows; CAD Mobile, Investigations workflows, JMS workflows, and P&E workflows. The team will also coordinate with SMEs, stakeholders and the vendor to define required report outputs from the CAD and RMS systems.	52	\$7,688	
3. The PM will coordinate system reviews and audits of the configuration and provide weekly reports.	24	\$3,548	
<b>Phase 2.4 – Configuration Total</b>	<b>128</b>		<b>\$18,924</b>



## Phase 2.5 – Install Integrations/Software Development

Project Task	Hours	Task Cost	Duration
<b>Phase 2.5 – Install Integrations/Software Development</b>			<b>180 Days</b>
1. The project team will coordinate the discovery, specifications development/approval, software development, testing, installation of identified 3 <sup>rd</sup> party integrations. Costs associated to the purchase, development, installation, testing, and training of 3 <sup>rd</sup> party integrations is not the responsibility of SDI and is not included in this SOW.	100	\$14,830	
<b>Phase 2.5 – Install Integrations/Software Development Total</b>	<b>100</b>		<b>\$14,830</b>

## Phase 2.6 – Data Migration

<b>Phase 2.6 – Data Migration</b>			<b>90 Days</b>
1. The PM will coordinate the data migration process including, meetings with SMEs to discuss needs for access to legacy data and data migration options. The PM will develop a data migration needs document, to present to stakeholders and SMEs for discussion and determining the best path for the City of Round Rock.	20	\$2,761	
2. The PM will coordinate the vendor and SME efforts for mapping, migrating of data.	12	\$1,657	
3. The PM will coordinate with the vendor and SMEs for validation of migrated legacy data.	12	\$1,657	
4. The PM will coordinate up to 2 additional data migration rounds, if needed, by repeating tasks 2.6.2 and 2.6.3. If RRPS requires SDI to coordinate additional data migration rounds it may require a change order.	24	\$3,315	
<b>Phase 2.6 – Data Migration Total</b>	<b>68</b>		<b>\$9,390</b>



## Phase 2.7 – Testing

Project Task	Hours	Task Cost	Duration
<b>Phase 2.7 – Testing</b>			<b>20 Days</b>
1. The PM will coordinate testing of the CAD/RMS system and all modules and integrations in a test environment. The PM will coordinate with SMEs and stakeholders during the testing process for verification and acceptance of system functionality.	40	\$5,874	
2. The project team will coordinate the effort necessary for addressing deficiencies in system operation and functionality. After corrections are made, the PM will coordinate the testing process for verification and acceptance of system functionality.	24	\$3,524	
3. The PM will coordinate final testing of the CAD/RMS system and all modules and integrations approximately 1 week prior to go-live.	8	\$1,176	
<b>Phase 2.7 – Testing Total</b>	<b>72</b>		<b>\$10,574</b>

## Phase 2.8 – Training

<b>Phase 2.8 – Training</b>			<b>36 Days</b>
1. The project team will coordinate training for all users of the system. Training will be broken down by modules and users. Suggested training requirements will vary by vendor but typically encompass the following: System Administration CAD and RMS, System Administration workflows, multiple RMS sessions for all users and by modules and specialized users, Mobile/AFR for all users, multiple CAD sessions for CAD users, Jail module for all Jail users, Investigations for all Investigations users, P&E for all P&E users, and any additional modules RRPS may acquire or special needs identified.	40	\$5,658	
<b>Phase 2.8 – Training Total</b>	<b>40</b>		<b>\$5,658</b>



## Phase 2.9 – Go-Live

Project Task	Hours	Task Cost	Duration
<b>Phase 2.9 – Go-Live</b>			<b>3 Days</b>
1. Go-Live. The project team will coordinate with the vendor, SMEs and stakeholders and confirm the go-live date is realistic. The PM will confirm CAD/RMS systems/modules and integrations are ready for go-live. The PM will coordinate with the vendor to ensure their engineers are scheduled and dedicated to the go-live effort.	24	\$3,473	
2. Post-go-live review day 1. The project team will meet with the vendor SMEs, and stakeholders to discuss and prioritize issues encountered and status of any open items.	8	\$1,158	
3. Post-go-live review day 2. The project team will meet with the vendor SMEs, and stakeholders to discuss and prioritize issues encountered and status of any open items.	8	\$1,158	
<b>Phase 2.9 – Go-Live Total</b>	<b>40</b>		<b>\$5,789</b>
<b>Phase 2 – Implementation Total</b>	<b>726</b>		<b>\$106,652</b>
<b>Phase 1 – Selection Total</b>	<b>546</b>		<b>\$78,701</b>
<b>Grand Total</b>	<b>1,272</b>		<b>\$185,353</b>



# 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.**

SDI Presence LLC  
Chicago, IL United States

Certificate Number:  
2022-941200

Date Filed:  
10/05/2022

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.**

000000  
IT Managed Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gupta, David	Chicago, IL United States	X	

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

☐

### 6 UNSWORN DECLARATION

My name is David Gupta, and my date of birth is [REDACTED].

My address is 200 E. Randolph Street, Suite 3550, Chicago, IL, 60601, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Cook County, State of Illinois, on the 5th day of Oct, 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.**

SDI Presence LLC  
Chicago, IL United States

**Certificate Number:**  
2022-941200

**Date Filed:**  
10/05/2022

**Date Acknowledged:**  
10/13/2022

**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  
IT Managed Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gupta, David	Chicago, IL 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.4

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**Title:** Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with Hensel Phelps Construction Co. for the Library Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$555,997.00

**Indexes:** 2014 General Obligation Bonds

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

**Department:** General Services

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### Text of Legislative File 2022-344

This change order represents closeout cost associated with the Library and Parking Garage project. During the construction, to aid in completion of both the North East Downtown (NEDT) and Library projects, it was advantageous for the Library project to assume construction related to the NEDT scope. This supported the completion of the NEDT project and ensured the Library project will be completed on schedule. Additional cost changes listed in the change order are related to design errors and omissions. This will be the last and final change order for the Round Rock Library project.

**Cost:** 555,997.00

**Source of Funds:** 2014 General Obligation Bonds



**RESOLUTION NO. R-2022-344**

**WHEREAS**, the City of Round Rock has previously entered into a contract (“Contract”) with Hensel Phelps Construction Co. for the Library 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. 4, 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. 4 to the Contract with Hensel Phelps Construction Co. for the Library 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 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



## EXHIBIT

"A"



rev, 06/15

## Contract Quantity Adjustment/Change Order

Department:

General Services

Project

Name:

Round Rock Public Library

Date: 9/14/22

City Project

ID Number

Change Order/Quantity

Adjustment No. 4

## Justification

As the project progresses, minor changes incur some costs. Many of these changes were missing on the plan or changes that needed to be made in the field. This Change Order represents the largest cost changes not covered by the Owner's Betterment Allowance within the construction contract. This change order includes the follow OB's: 043 - 045 - 049 - 053 - 056 - 060 - 075 - 087 - 099 - 100 - 101 - 104 - 105 - 106 - 107 - 108 - 109 - 110.

## SUMMARY

Original Contract Price:

Amount

% Change

\$29,796,806.00

Previous Quantity Adjustment(s):

\$149,446.00

This Quantity Adjustment:

\$0.00

Total Quantity Adjustment(s):

\$149,446.00

Total Contract Price with Quantity Adjustment(s):

\$29,946,252.00

Previous Change Order(s):

0.00

This Change Order:

\$555,997.00

0.02

Total Change Order(s) To Date:

\$555,997.00

0.02

Adjusted Contract Price [Original Contract Price Plus  
Quantity Adjustment(s) Plus Change Order(s)]:

\$30,502,249.00

Difference between Original and Adjusted Contract Prices:

\$705,443.00

Original Contract Time:

578/578

Time Adjustment by previous Quan. Adj./Change Order:

0

Time Adjustment by this Quan. Adj./Change Order:

0

New Contract Time:

578/578

## Submitted for Approval

Prepared By:

Signature

Richard Will, Construction Manager, CORR

Printed Name, Title, Company

Date

9/23/2022

## Approvals

Contractor:

Signature

Kirby A. Kuntz, Project Manager, HPCC

Printed Name, Title, Company

Date

9/21/22

City Project  
Manager:

Signature

Chad McDowell General Services Director CORR

Printed Name, Title

Date

9/25/22

Mayor/City  
Manager

Signature

Craig Morgan, Mayor

Printed Name, Title

Date





## Contract Quality Adjustment/ Change Order

Project Name:

Round Rock Public Library

Quan. Adj. / Change Order No.:

4

### Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
1	OB 021 - COR 014 - Oncor Overhead Power Relocation	LS	1	\$31,336.00	\$ 31,336.00	0
2	OB 038 - COR 036 - Lib - Site Communication Tie-in	LS	1	\$23,484.00	\$ 23,484.00	0
3	OB 043 - COR 070 - Lib RAHU Power Requirement Confirmation	LS	1	\$40,469.00	\$ 40,469.00	0
4	OB 045 - COR 074 - Terrazzo Flooring Thickness Specifications versus Contract Drawings	LS	1	\$52,748.00	\$ 52,748.00	0
5	OB 051 - COR 085 - Sloping at Rooftop Garden Deck Additional Information	LS	1	\$16,083.00	\$ 16,083.00	0
6	OB 053 - COR 052 - RFI 192 - Lib - Display Devices Recessed in Natural Stone Panels	LS	1	\$7,935.00	\$ 7,935.00	0
7	OB 056 - COR 087 - Terra Cotta Jamb Flashing	LS	1	\$12,404.00	\$ 12,404.00	0
8	OB 060 - COR 068 - NEDT Coordination Impacts	LS	1	\$70,905.00	\$ 70,905.00	0
9	OB 075 - COR 088 - Oncor Pad Intallation (Piers Only)	LS	1	\$ 3,624.00	\$ 3,624.00	0
10	OB 087 - COR 113 - Lib Fastening Method for SW-1 and AP-1 at Elevator	LS	1	\$ 11,548.00	\$ 11,548.00	0
11	OB 099 - COR 144 - Gar Curb to Divert Water from IT Room and Elec. Room	LS	1	\$ 20,768.00	\$ 20,768.00	0
12	OB 100 - COR 136 - NEDT - Grade Re-Establishment	LS	1	\$ 72,411.00	\$ 72,411.00	0
13	OB 101 - COR 137 - NEDT Paving Assist/Paving Related Impacts - 6.28.22-7.9.22	LS	1	\$ 19,796.00	\$ 19,796.00	0
14	OB 104 - COR 155 - Flow Fill at at North Sidewalk for Atmos Gas Line	LS	1	\$ 7,790.00	\$ 7,790.00	0



15	OB 105 - COR 157 - Site Walkway Canopy Steel for Skylights	LS	1	\$ 2,063.00	\$ 2,063.00	0
16	OB 106 - COR 142 - Bus Lane Scope of Work	LS	1	\$ 50,300.00	\$ 50,300.00	0
17	OB 107 - COR 156 - Gar South Eyebrow Canopy In-Fill Framing	LS	1	\$ 2,509.00	\$ 2,509.00	0
18	OB 108 - COR 162 - Additional Parking, Curb and Gutter, and Flatwork at Austin Ave	LS	1	\$ 69,010.00	\$ 69,010.00	0
19	OB 109 - COR 163 - Lockable Cabinets for Elevator Disconnects	LS	1	\$ 2,225.00	\$ 2,225.00	0
20	OB 110 - COR 164 - Paint NEDT Curb and Gutter	LS	1	\$ 5,250.00	\$ 5,250.00	0
Subtotal					\$	522,658
Insurance				0.759%	\$	3,967
Subtotal					\$	526,625
Bond				0.55%	\$	2,896
Subtotal					\$	529,521
Fee				5%	\$	26,476
<b>TOTALS</b>					<b>\$</b>	<b>555,997</b>



# CITY OF ROUND ROCK

## ROUND ROCK PUBLIC LIBRARY - CHANGE ORDER LOG



CO#	DATE	DESCRIPTION	SUBCONTRACTOR	COST	JUSTIFICATION (reason change accepted)	REASON FOR CHANGE	SOURCE	CHANGE CATEGORY
1	8/23/2021	OB 021 - COR 014 - Oncor Overhead Power Relocation	Hensel Phelps	\$ 31,336.00	This proposal is associated with the relocation of the overhead power around the perimeter of the project.	ONCOR had to relocate all the lines on the poles around the New Library.	HP	Unknown conditions
2	11/19/2021	OB 038 - COR 036 - Lib - Site Communication Tie-In	Hensel Phelps	\$ 23,484.00	NEDT Project showed in their drawings the AT&T handhole to be located on the northwest corner of the building but this Tie-In was not included in their scope.	We had to tie in the ducts to our communication box.	HP	Unknown conditions
3	12/14/2022	OB 043 - COR 070 - Lib RAHU Power Requirement Confirmation	Hensel Phelps	\$ 40,469.00	This pricing is related to modifications and additional circuits required to serve RAHU's as described per RFI 236. This pricing also includes the cost of supplying an additional 2 section panel that was added per RFI 236.	RAHU manual require four (4) additional power connections for each RAHU and the contract drawings currently show one (1) power connection to each RAHU.	HP	A/E omission
4	1/5/2022	OB 045 - COR 074 - Terrazzo Flooring Thickness Specifications versus Contract Drawings	Hensel Phelps	\$ 52,748.00	This change is associated with increasing the thickness of the terrazzo from 1/4" to 1/2" thick due to Specifications versus Contract Drawings differences.	This change is associated with increasing the thickness of the terrazzo from 1/4" to 1/2" thick due to Specifications versus Contract Drawings differences.	HP	A/E omission
5	2/8/2022	OB 051 - COR 085 - Sloping at Rooftop Garden Deck Additional Information	Hensel Phelps	\$ 16,083.00	This change is associated with the added concrete need on the roof garden per RFI 269 - Sloping at Rooftop Garden Deck Additional Information.	Drawings called for flat deck at the rooftop garden, but slope is necessary.	HP	A/E omission
6	2/9/2022	OB 053 - COR 052 - RFI 192 - Lib - Display Devices Recessed in Natural Stone Panels	Hensel Phelps	\$ 7,935.00	The pricing for this change includes the cost associated with added detailing around the display devices at the natural stone panels.	Screens are thicker than the wall/ stone.	HP	Owner omission
7	2/9/2022	OB 056 - COR 087 - Terra Cotta Jamb Flashing	Hensel Phelps	\$ 12,404.00	This change is in regards to the added flashing at the Terra Cotta jambs per RFI 270 - Terra Cotta Jamb Flashing.	The terra cotta system will require a metal flashing frame at all jamb conditions where it interfaces with curtain wall or other cladding and this flashing wasn't include in the construction documentation.	HP	GC A/E omission
8	2/23/2022	OB 060 - COR 068 - NEDT Coordination Impacts	Hensel Phelps	\$ 70,905.00	This proposal consists of Hensel Phelps adapting its trash management plan and perimeter fence adjustments and repairs. The new trash management plan has two parts: a combination of an outrigger platform and crane; rental of a 10K telehandler forklift when tower crane is removed. This proposal credits the trash chute originally planned. This proposal includes the added cost of the outrigger platform to date, 10K telehandler forklift rental, fuel for the 10K telehandler forklift and the operator costs associated with operating the telehandler forklift. This proposal also includes costs created by the NEDT project consistently breaching our project perimeter fence. This proposal outlines the project perimeter fence expenditures to date, a proposal from our perimeter fence vendor to bring our fence in compliance, and the potential future fence repair cost.	NEDT project created damage and added cost needed on the RRPL project created by NEDT delays.	HP	Owner Error
9	4/26/2022	OB 075 - COR 088 - Oncor Pad Installation (Piers Only)	Hensel Phelps	\$ 3,624.00	This change is for pricing involved in the placement of the Oncor pads (Piers Only). The ONCOR Pads are shown on the Architectural Drawings, however no Piers are shown on the Structural or Architectural Drawings. ONCOR provided the details in the attached pricing, which were required for their pads.	No Piers are shown on the Structural or Architectural Drawings	HP	GC A/E omission



10	6/6/2022	OB 087 - COR 113 - Lib Fastening Method for SW-1 and AP-1 at Elevator	Hensel Phelps	\$ 11,548.00	The pricing for this change includes the cost associated with furnishing and installing the plywood and face nailing the SW-1 Panels to the AP-1 panels. This pricing also includes a credit for the originally designed AP-1 and SW-1 attachment.	In order to avoid the concrete imperfections, we decided to install plywood under the SW1 in the Monumental Stairs.	HP	Unknown conditions
11	8/7/2022	OB 099 - COR 144 - Gar Curb to Divert Water from IT Room and Elec. Room	Hensel Phelps	\$ 20,768.00	The pricing associated with this change is for removing bollards on level 1, adding a concrete curb to divert water from the level 1 IT and Electrical rooms, and increasing the drain size in the staff garden ramp to a trench drain per RFI 385.	We have to add a concrete curb to prevent water from flowing into the electrical rooms from the Staff Garden ramp.	HP	A/E omission
12	8/3/2022	OB 100 - COR 136 - NEDT - Grade Re-Establishment	Hensel Phelps	\$ 72,411.00	The pricing for this change is associated with the cost of Hensel Phelps to provide protection at the light pole anchor bolts, reset the utility valve sleeves, make concrete repairs at the ADA ramp and curb, curb cut and grind at the drives as determined by Nelson, and overall grade re-establishment around the project. Please note, this additional work is to be tracked via T&M.	NEDT project initially was going to get this work done but in order to avoid delays in the Library, we decide to take care of this.	HP	Owner scope change
13	8/9/2022	OB 101 - COR 137 - NEDT Paving Assist/Paving Related Impacts - 6.28.22-7.9.22	Hensel Phelps	\$ 19,796.00	The pricing for this change includes the cost associated with assisting the paving activities/impacts from the NEDT project per CoRR direction. Specifically, this pricing includes the cost for the jobsite fence relocation required per the NEDT project. This included Hensel Phelps labor, Metalink labor, additional labor from Coe Concepts, and fence stand material.	NEDT project was paving roads and we had to move the construction fence multiple times.	HP	Owner scope change
14	8/16/2022	OB 104 - COR 155 - Flow Fill at at North Sidewalk for Atmos Gas Line	Hensel Phelps	\$ 7,790.00	The pricing for this change includes the cost associated with installing flow fill on the North side of the Library to accommodate the Atmos gas line.	Atmos still don't install the gas line so we had to do a temporary fill.	HP	Unknown conditions
15	8/20/2022	OB 105 - COR 157 - Site Walkway Canopy Steel for Skylights	Hensel Phelps	\$ 2,063.00	The pricing for this change includes the cost associated with the added framing required to make up the dimension discrepancy for the skylight framing at the walkway canopy per RFI 409.	There is a discrepancy between the constructions drawings and the construction site.	HP	A/E omission
16	8/23/2022	OB 106 - COR 142 - Bus Lane Scope of Work	Hensel Phelps	\$ 50,300.00	The pricing for this change includes the cost associated with removing and re-installing the bus lane at the Library per CoRR direction and design.	NEDT project had this scope on their contract but we decide to take care of this to avoid possible delays.	HP	Owner scope change
17	8/29/2022	OB 107 - COR 156 - Gar South Eyebrow Canopy In-Fill Framing	Hensel Phelps	\$ 2,509.00	The pricing for this change includes the cost associated with furnishing and installing the infill framing to accommodate the steel discrepancy between the Architectural and Structural drawings. Per RFI 370, the high canopy required 6" metal framing with supports so that the South side eyebrow canopies match in size at 6".	There is a discrepancy between the constructions drawings and the construction site.	HP	A/E omission
18	9/7/2022	OB 108 - COR 162 - NEDT- Parking and Flat Work at Austin Ave	Hensel Phelps	\$ 69,010.00	The pricing for this change includes the cost associated with Alpha Paving completing the additional paving, parking spaces, curb and gutter, and flatwork on the North side of Austin Ave. Please note, the pricing is based off the single drawing available. The drawing did not include scale, and some existing site conditions vary from the drawing. Additionally, the timeline of this work was discussed to occur in October while Hensel Phelps is still scheduled to be onsite.	This is an additional scope for the NEDT project.	HP	Owner scope change
19	9/9/2022	OB 109 - COR 163 - Lockable Cabinets for Elevator Disconnects	Hensel Phelps	\$ 2,225.00	The pricing for this change includes the cost associated with furnishing and installing the lockable cabinets for the elevator disconnects. This includes a lockable cabinet in the Library Penthouse, a lockable access panel in the Group Study Room and Level 4 of the Garage	According to the state inspector, each elevator must have a disconnect cabinet no more than 20' away.	HP	A/E omission



20	9/13/2022	OB 110 - COR 164 - Paint NEDT Curb and Gutter	Hensel Phelps	\$	5,250.00	The pricing for this change includes the cost associated with painting the curb and gutter around the Library that was originally part of the NEDT scope. This was priced at the request of the CoRR.	This is an additional scope for the NEDT project.	HP	Owner scope change
						Subtotal	\$	522,658	
						Insurance	0.759%	\$	3,967
						Subtotal	\$	526,625	
						Bond	0.55%	\$	2,896
						Subtotal	\$	529,521	
						Fee	5%	\$	26,476
						TOTAL		\$	555,997





# Round Rock Library

## Change Order # 004 Summary

Date: 09/14/2022

Change Order # 4 to contract with Hensel Phelps Construction Co.

Cost: \$555,997.00

### Overview:

As the project progresses, minor changes incur some costs. This Change Order represents the largest cost changes not covered by the Owner's Betterment Allowance within the construction contract.

1. **OB 021 - COR 014:** Oncor Overhead Power Relocation
2. **OB 038 - COR 036:** Site Communication Tie-in
3. **OB 043 - COR 070:** Lib RAHU Power Requirement Confirmation
4. **OB 045 - COR 074:** Terrazzo Flooring Thickness Specifications versus Contract Drawings
5. **OB 051 - COR 085:** Sloping at Rooftop Garden Deck Additional Information
6. **OB 053 - COR 052:** RFI 192 - Lib - Display Devices Recessed in Natural Stone Panels
7. **OB 056 - COR 087:** Terra Cotta Jamb Flashing
8. **OB 060 - COR 068:** NEDT Coordination Impacts
9. **OB 075 - COR 088:** Oncor Pad Installation (Piers Only)
10. **OB 087 - COR 113:** Lib Fastening Method for SW-1 and AP-1 at Elevator
11. **OB 099 - COR 194:** Gar Curb to Divert Water from IT Room and Elec. Room
12. **OB 100 - COR 136:** NEDT - Grade Re-Establishment
13. **OB 101 - COR 137:** NEDT Paving Assist/Paving Related Impacts - 6.28.22-7.9.22
14. **OB 104 - COR 155:** Flow Fill at North Sidewalk for Atmos Gas Line
15. **OB 105 - COR 157:** Site Walkway Canopy Steel for Skylights
16. **OB 106 - COR 142:** Bus Lane Scope of Work
17. **OB 107 - COR 156:** Gar South Eyebrow Canopy In-Fill Framing
18. **OB 108 - COR 162:** Additional Parking, Curb and Gutter, and Flatwork at Austin Ave
19. **OB 109 - COR 163:** Lockable Cabinets for Elevator Disconnects
20. **OB 110 - COR 164:** Paint NEDT Curb and Gutter



**Betterment (encumbered in contract)**

Original

\$750,000.00

Remaining to Date

\$0

Change Order 001-002-003

\$ 149,446.00

Total Remaining to Date

\$ 92,189.94



# 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.

Hensel Phelps Construction Co.  
Austin, TX United States

Certificate Number:  
2022-942643

Date Filed:  
10/10/2022

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.

21-301  
Construction services for the Round Rock Public Library project

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 Bradley D. Winans, and my date of birth is [REDACTED].

My address is 8326 Cross Park Dr (Business), Austin, TX, 78754, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 10th day of October, 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.  
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**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.**

Hensel Phelps Construction Co.  
Austin, TX United States

**Certificate Number:**  
2022-942643

**Date Filed:**  
10/10/2022

**Date Acknowledged:**  
10/20/2022

**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.**

21-301  
Construction services for the Round Rock Public Library project

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.5

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**Title:** Consider a resolution authorizing the Mayor the execute a Standard Form of Agreement between Owner and Architect with McKinney Architects Inc. for the Griffith Building Remodel and Paseo Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$1,670,000.00

**Indexes:** General Self-Financed Construction

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

**Department:** General Services

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### Text of Legislative File 2022-347

With the completion of the new Round Rock Public Library, the Griffith building is available for renovation to house the Chamber of Commerce, Arts and Culture, and Convention and Visitors Bureau. In addition to a remodel of the facility, a Paseo connecting Prete Plaza and the new Library courtyard are intended for Round Rock's citizens use and enjoyment. An engineer's study of the 44,000 square foot Griffith Building has determined the structure is in good condition. A remodel would consist of changing the floor plan layout, additional ground level access from different sides of the building, updating the façade, and refurbishing the mechanical systems. Relocation of the historical Palm House will provide the space needed for the Paseo.

The City had three respondents to a request for qualifications related to design for the Griffith Remodel and Paseo. The selection committee scored MWM Design Group, McKinney York Architects, and Parkhill and Smithdish Architects. McKinney York Architects was determined as the number one respondent to recommend to City Council for approval of a Standard Form Agreement Between Owner and Architect.

McKinney York Architects provided award winning design for the University of Texas Student Activity Center featuring a new courtyard, welcome center, and student services center. The UT project remodeled the lower level of the Perry - Castañeda Library. Additionally, McKinney York has provided architectural services on the Texas School for Deaf Administrative and Welcome Center, City of Austin Montopolis Recreation and Community Center, and The City of Round Rock Fire Station 3 projects.



**Cost:** \$1,670,000.00

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



**RESOLUTION NO. R-2022-347**

**WHEREAS**, the City of Round Rock desires to retain professional architectural services and design services related to the Griffith Building Remodel and Paseo Project, and

**WHEREAS**, McKinney Architects, Inc. has submitted a Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition (“Agreement”), to provide said services, and

**WHEREAS**, the City Council desires to enter into said Agreement with McKinney Architects, 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 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, with McKinney Architects, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk





# AIA Document B133™ – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand twenty-two  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

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

and the Architect:  
(Name, legal status, address, and other information)

McKinney Architects Inc. dba McKinney York Architects  
1301 East 7<sup>th</sup> Street  
Austin, TX 78702  
512-476-0201

for the following Project:  
(Name, location, and detailed description)

Round Rock Griffith Building and Paseo  
216 and 212 E. Main Street  
Round Rock, TX 78664

The Construction Manager (if known):  
(Name, legal status, address, and other information)

Unknown as of the date of this Agreement.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The project is generally envisioned as the remodel of the approximately 44,000 square foot Griffith Building on City-owned property located at 216 E. Main Street. The project also includes a Paseo to be located adjacent to the Griffith Building on the location where Palm House currently sits. The Palm House will be relocated prior to construction of the Paseo. Relocation planning for the Palm House beyond that described in the PROGRAMMING SERVICES; SITE EVALUATION, FACILITY CONDITION ASSESSMENT, AND PRELIMINARY FEASIBILITY SERVICES; and EXISTING CONDITION DOCUMENTATION Supplemental Services, collectively, Pre-Design Services, is not a part of the Project. The Paseo will be the gateway connecting two major downtown family locations, Prete Plaza and the new Library green space.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Griffith Building is approximately 44,000 square feet on two levels. The existing site, including 212 and 216 E Main Street is approximately 58,000 square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Init.



Thirteen Million Dollars (\$13,000,000) exclusive of the relocation of the Palm House.

**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

- .1 Design phase milestone dates, if any:**
- .2 Construction commencement date:**
- .3 Substantial Completion date or dates:**
- .4 Other milestone dates:**

**§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)**

- ☒ **AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price or a customized version of that agreement coordinated with this Agreement acceptable to the Architect, which acceptance shall not be reasonably withheld.**
- ☐ **AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.**

**§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)**

The Owner anticipates that the Project may proceed in two phases, one for the renovation of the Griffith Building, and a second Project for the Paseo. It is anticipated however, that the construction documents for each will be developed along similar schedules and that construction of each could overlap.

**§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)**

Code minimums only.

**§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.**

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)**

Richard Will  
City of Round Rock

Init.



Building Construction Manager  
General Services Division  
212 Commerce Blvd  
Round Rock, Texas 78664  
Office: 512-341-3311  
richardwill@roundrocktexas.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

None selected as of the date of this Agreement. The Owner anticipates retaining a Construction Manager prior to the end of January 2023.

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

None selected.

.4 Civil Engineer:

N/A

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

None identified as of the date of this Agreement.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Andrew Green, AIA  
Associate, McKinney York Architects  
1301 E. 7<sup>th</sup> Street  
Austin, TX 78746  
512-852-0268  
agreen@mckinneyyork.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Init.



Structures

.2 Mechanical Engineer:

Cleary Zimmerman

.3 Electrical Engineer:

Cleary Zimmerman

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

Civil Engineer: 2P Consultants

Landscape Architect: Lionheart Places

Preservation Consultant: Sharon E. Fleming, AIA

Technology / Acoustics Consultant (Data, Communications, AV, Acoustical, Electronic Security): DataCom Design Group

Surveying & 3D Scanning/Building Information Modeling: Surveying and Mapping (SAM)

Building Enclosure: Terracon

Cost Estimating: AG|CM

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

It is understood that the budget, scope, or other substantive component of the project may be changed as a result of the Pre-Design Services efforts. The Owner and the Architect mutually agree to cooperatively negotiate equitable adjustments to the compensation to fairly reflect such substantive changes to the project. Any adjustments to compensation shall be performed under a Supplemental Agreement executed by the parties.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information pursuant to a Supplemental Agreement executed by the parties..

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement..

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in all official communications related to substitution requests, clarifications, and interpretations.

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

#### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any

Init.



inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics at its sole discretion, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may choose to obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to as set forth in the Construction Manager's agreement with the Owner.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development



Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions), if required by Owner, and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Guaranteed Maximum Price, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.



**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction pursuant to a schedule agreed upon by the Owner and the Architect, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority after consultation with the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** The Architect shall render initial decisions on Claims between the Owner and Construction Manager if provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work in excess of on-site inspections agreed upon by the Owner and the Architect, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to



substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and



- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Existing Conditions Documentation	Architect
(Row deleted)	
§ 4.1.1.5 Not Used	Not Used
(Row deleted)	
§ 4.1.1.6 Site evaluation, Facility Condition Assessment, and Preliminary Feasibility	Architect

*(Row deleted)*

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§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Not Provided
§ 4.1.1.12	Value analysis	Not Provided
§ 4.1.1.13	Cost estimating beyond those included in Pre-Design Services	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data/AV/Acoustics design	Architect
§ 4.1.1.23	Security evaluation and planning	Architect
§ 4.1.1.24	Commissioning	Architect
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation beyond those included in Pre-Design Services	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided
§ 4.1.1.30	Project Visualization	Architect

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Pre-design Phase Supplemental Services: As described in Exhibits B and C.

Design and Construction Phase Supplemental Services: As described in Exhibit D.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Not applicable.

§ 4.1.3 Not used.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services not set forth in the Supplemental Services listed in Section 4.1, after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .17 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .18 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .19 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .20 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.2

(Paragraphs deleted)

Not Used.

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**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty-six ( 36 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion
- .5 One (1) walkthrough at the completion of the project with the project's Registered Accessibility Specialist
- .6 One (1) walkthrough approximately 11 months after substantial completion to make note of warranty items

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within forty-four ( 44 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project reasonable contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** Not Used.

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

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.8 Not used.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. Upon agreement between the Owner and the Architect, the Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the

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Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall make such adjustments at its sole discretion.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall upon agreement with the Owner, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect lawfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third

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person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 Not used.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution..

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

Init.



☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7

*(Paragraphs deleted)*

Not Used.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

Init.



§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Not-to-Exceed (NTE) Sum  
(Insert amount)

(Paragraphs deleted)

One million fifty-five thousand five hundred dollars (\$1,055,500)

Init.



§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**Predesign Phase Supplemental Services**

§ 4.1.1.2 Programming: A stipulated sum of eighty-eight thousand four hundred dollars (\$88,400).

§ 4.1.1.4 Existing Conditions Documentation: A stipulated sum of sixty-two thousand two hundred dollars (\$62,200).

§ 4.1.1.6 Site evaluation, Facility Condition Assessment, and Preliminary Feasibility: A stipulated sum of one-hundred thirty thousand dollars (\$130,000).

**Design and Construction Phase Supplemental Services**

§ 4.1.1.9 Civil engineering

§ 4.1.1.10 Landscape design

§ 4.1.1.15 Conformed documents for construction

§ 4.1.1.16 As-designed record drawings

§ 4.1.1.22 Telecommunications/data/AV/Acoustics design

§ 4.1.1.23 Security evaluation and planning

§ 4.1.1.24 Commissioning

§ 4.1.1.30 Project Visualization

**Fee Design and Construction Phase Supplemental Services:**

Stipulated NTE sum of Two hundred seventy-three thousand dollars (\$223,900).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly at the Architect's and the Architect's current hourly rates or a mutually agreed stipulated sum. The Owner will not require, and the Architect will not perform Additional Services exceeding one hundred thousand dollars (\$100,000) in value.

§ 11.4 Not Used § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Construction Phase	twenty-three	percent (	23	%)
Warranty Period	two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraph deleted)*

§ 11.6 Not used.

§ 11.6.1 Not used.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Init.



As described in Exhibit A

(Table deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence in accordance with 11.8.3, 11.8.4, 11.8.5, and 11.8.6;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0.0 %) of the expenses incurred.

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

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

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

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

**§ 11.8.6** Payment for reimbursable expenses set forth in Section 11.8.1, shall not exceed the maximum sum of ten thousand dollars (\$10,000), and such amount is not *included* in the Basic Services and Supplemental Services, and Additional Services fees in 11.1, 11.2, and 11.3, but is included in the total not-to exceed amount of ONE MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$1,670,000).

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

Init.



N/A

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** Not used.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid beyond the date required by the Texas Prompt Payment Act shall bear interest at the rate allowed therein; however, under no circumstances shall Architect be entitled to receive interest on payments which are late because of a good faith dispute between Architect and City or because of amounts which City has a right to withhold under this Agreement or state law.

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

**§ 11.10.2.1.2 Payment of Invoices.** City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Architect and to adjust the same to meet the requirements of the Agreement. Following approval of invoices, City will endeavor to pay Architect promptly.

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

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

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

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

**§ 12.5** The Architect shall have the right to photograph the Project and to use the photos in the promotion of the professional practice through print, presentation and online advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Owner agrees to provide reasonable access to the facility. The Owner also agrees to cite the Architect as the designer in all publicity, presentations, and public relations activities which mention the name of or depict the facility.

Init.



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

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

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

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

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

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

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

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

McKinney York Architect  
Attn: Charles York, FAIA  
1301 East 7<sup>th</sup> Street  
Austin, TX 78702

**§ 12.11 Financial Interest Prohibited.** Architect covenants and represents that Architect, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

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

**§ 12.13 Registered Accessibility Consultant.** The Owner will engage a Registered Accessibility Specialist (RAS) to perform a review of the Design Development submittals for compliance with the Texas Accessibility Standards and provide comments to the Architect. The Owner will engage the same RAS to register the Project and provide the state mandated reviews and inspections.

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

Init.

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User Notes:

(1181365553)



- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Not Used.  
(Paragraphs deleted)
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

☒ [ X ]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Architect's and Architect's Consultant's 2022 hourly rate schedule

Exhibit B: Pre-design Phase Supplemental Services Description

Exhibit C: SAM Scope of Work

Exhibit D: Design and Construction Phase Supplemental Services Description

Exhibit E: Total Cost Proposal

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

None

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Charles A. York, FAIA  
Principal

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.



# EXHIBIT A

## 2022 Fee Schedule



Clerical I	\$100/hour
Clerical II	\$130/hour
Clerical III	\$150/hour
Intern	\$100/hour
Designer I	\$110/hour
Designer II	\$120/hour
Architect III / Designer III	\$130/hour
Architect IV / Designer IV	\$140/hour
Architect V	\$150/hour
Architect VI	\$170/hour
Architect VII	\$190/hour
Architect VIII	\$210/hour
Architect IX	\$230/hour
Partner	\$240/hour
Founding Principal	\$240/hour
Principal	\$260/hour

Note: This fee schedule is effective through December 31, 2022. Rates will be adjusted each January to reflect changes in employee costs.

## 2022 Reimbursable Expenses Rate Schedule



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

- In-house printing and plots
  - Black and White Copies*      \$0.10 each
  - Color Copies*      \$0.20 each
  - Transbond Plots/Copies*      \$5.00 each
- Outsourced printing and plots
- Mileage - *current IRS Standard Mileage Rates* for travel outside of Travis and Williamson County
- Postage, handling, and delivery charges
- Furniture and fixture purchases
- Attorney's fees & Architect's time for review and negotiation of agreements with third parties or lenders
- Other direct project expenses

Note: This rate schedule is effective through December 31, 2022. Rates will be adjusted each January to reflect changes in costs.



**STRUCTURESPE, LLP  
PROFESSIONAL SERVICES AGREEMENT  
GRIFFITH BUILDING AND PASEO PRE-DESIGN SERVICES**

**Reimbursable Expenses**

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

**BILLING/PAYMENTS**

**Hourly Rates**

Hourly rates are subject to change on an annual basis.

<i>Principal .....</i>	<i>\$200/hr</i>
<i>Associate Principal .....</i>	<i>\$185/hr</i>
<i>Sr. Project Manager .....</i>	<i>\$165/hr</i>
<i>Project Manager .....</i>	<i>\$155/hr</i>
<i>Project Engineer .....</i>	<i>\$145/hr</i>
<i>Graduate Engineer .....</i>	<i>\$130/hr</i>
<i>Designer .....</i>	<i>\$120/hr</i>
<i>Drafter .....</i>	<i>\$100/hr</i>

**Invoices**

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

If you agree with this proposal, sign, and return Part II, Terms and Conditions, at your earliest convenience.

This proposal is valid until **December 31, 2022**. We look forward to the opportunity to work with you. If you have any questions regarding our proposal, please contact us.

Sincerely,



\_\_\_\_\_  
Dante Angelini, Principal



## Exhibit A – 2022 Hourly Rate Schedule

Division		Rate
Design	Principal	\$250
	Electrical Engineer	\$195
	Technology Design Consultant	\$190
	Mechanical Engineer	\$190
	Mechanical Designer	\$150
	Electrical Designer	\$160
	Plumbing Designer	\$145
	Construction Inspector	\$145
	Modeling Technician	\$130
Commissioning	Principal	\$250
	Project Manager	\$175
	Mechanical Engineer	\$190
	Electrical Engineer	\$195
	Field Technician	\$145
SCADA	SCADA Engineer	\$225
Administration	Clerical	\$105
	Accounting	\$150
Expenses	Cost plus 10% unless otherwise noted	
*Rates are subject to annual review.		





203 E. Main Street, Ste. 204  
Round Rock, Texas 78664  
512-344-9664  
TBPE FIRM #F-19351

## **STANDARD RATE SCHEDULE**

### **Labor Rates**

The following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

### **DIRECT LABOR**

#### **OFFICE PERSONNEL SERVICES**

##### **Classification**

Operations Manager .....	\$185 per hour
Sr. Project Manager .....	\$160 per hour
Project Manager .....	\$150 per hour
Engineer (P.E.) .....	\$130 per hour
Engineering Designer.....	\$110 per hour
Graduate EIT .....	\$100 per hour
Engineering CAD Technician.....	\$ 80 per hour
Administrative Assistant.....	\$ 70 per hour

### **DIRECT EXPENSES**

#### **Transportation:**

By Firm's Passenger Vehicles

Charged at current IRS allowable rate

Reproduction & Printing by Firm, Expense

Cost Plus 15%



## EXHIBIT A

### Employee Classification Hourly Billing Rates

PROFESSIONAL WITNESS	\$400
PRINCIPAL	\$200 to \$300
PLANNER/LANDSCAPE DESIGNER	\$75 to \$200
INTERN	\$55 to \$85
PROJECT ASSISTANT	\$65 to \$110

Note: Other Project Specialists will be billed at their applicable billing rates not to exceed \$175





**TERRACON CONSULTANTS, INC.  
AUSTIN FACILITIES SERVICES**

**2022 FEE SCHEDULE FOR PROFESSIONAL SERVICES (Rate 1)**

<b><u>Professional Staff</u></b>	<b><u>Hourly Rate</u></b>
Senior Principal.....	\$ 285.00 per hour
Principal.....	\$ 265.00 per hour
Senior Consulting Professional .....	\$ 235.00 per hour
Senior Engineer .....	\$ 215.00 per hour
Senior Architect.....	\$ 215.00 per hour
Senior Facilities Professional .....	\$ 215.00 per hour
Project Engineer .....	\$ 195.00 per hour
Project Architect.....	\$ 195.00 per hour
Project Facilities Professional .....	\$ 195.00 per hour
Senior Staff Engineer .....	\$ 170.00 per hour
Senior Staff Architect .....	\$ 170.00 per hour
Senior Staff Facilities Professional .....	\$ 170.00 per hour
Staff Engineer .....	\$ 140.00 per hour
Staff Architect .....	\$ 140.00 per hour
Staff Facilities Professional .....	\$ 140.00 per hour
Field Engineer.....	\$ 120.00 per hour
Field Facilities Professional.....	\$ 110.00 per hour
Engineering Assistant .....	\$ 85.00 per hour
Technician II .....	\$ 90.00 per hour
Technician I .....	\$ 80.00 per hour
CAD Manager .....	\$ 130.00 per hour
Senior CAD Operator .....	\$ 125.00 per hour
CAD Operator .....	\$ 110.00 per hour
CAD Designer .....	\$ 110.00 per hour
Project Coordinator .....	\$ 100.00 per hour
Administrative Manager .....	\$ 100.00 per hour
Senior Administrative Staff.....	\$ 100.00 per hour
Administrative Staff II .....	\$ 100.00 per hour
Administrative Staff III .....	\$ 100.00 per hour

**Expenses**

Subcontractors, Equipment Rental, Supplies and Reimbursable Expenses including Travel will be billed at cost plus 15%.

Personal and company vehicle mileage will be billed at the IRS reimbursement rate plus 15%.

**Rates effective through December 31, 2021.**

Reliable ■ Responsive ■ Resourceful



**Personnel Titles and Hourly Rates - 2022**

TITLE	BILLABLE HOURLY RATE
Principal	198.00
Associate Principal	186.00
Senior Project Manager	179.00
Senior Technology Consultant	160.00
Technology Consultant	138.00
Contract Administration	98.00
Technology Support (CAD/BIM)	67.00
Administrative / Accounting	58.00



Constant Springs Preservation Consulting  
1206 Constant Springs Drive  
Austin, Texas 78746  
512.468-1454

July 25, 2022

McKinney York Architects  
Atten: Andrew Green  
1302 East 7<sup>th</sup> Street  
Austin, Texas 78746

Re: Griffith Building and Paseo, City of Round Rock, Pre-Design Services

Andrew,

Please see the attached proposal for services to McKinney York Architects for Pre-Design Services for this project.

**REDACTED**

This fee proposal has a total cost of [REDACTED] based on time to perform the Scope of Services at an hourly rate of \$150/hr. Project scope changes or revisions which cause unanticipated changes or increases to the anticipated time commitment will be considered cause to seek additional compensation beyond those stated herein. Reimbursable expenses will be charged at their actual cost and submitted with receipts for payment.

Thank you for the opportunity to prepare this professional services proposal for this exciting project. Please don't hesitate to contact me if you have any questions.

Sincerely,

Sharon Fleming, AIA

Constant Springs Preservation Consulting



REDACTED

**HOURLY RATES:**

AG|CM proposes to complete the requested scope of services for the Not-To-Exceed (NTE) value(s) shown above based on the proposed positions & hourly bill rate. A cumulative timesheet log will be provided with invoices indicating prior & current billed amounts/hours along with a remaining amount/hours relevant to the NTE value(s) shown above.

<u>Position Titles</u>	<u>Duties / Discipline</u>	<u>Bill Rate</u>
VP of Preconstruction	Quality Assurance / Quality Control	\$170.00
Lead/Chief Estimator	General Conditions / Requirements	\$155.00
Senior Estimator	Facility Services	\$135.00
Senior Estimator	Facility Construction	\$125.00
Estimator	Facility Construction	\$80.00

A fully-loaded Hourly Bill Rate is defined as an employee's base hourly rate plus a multiplier to include labor overhead (including fringe benefits), general and administrative (indirect) expenses and profit.

REDACTED



## **EXHIBIT B**

### **Predesign Supplemental Services Descriptions**

Deliverables for Pre-Design Services:

- 1) Site evaluation, facility condition assessment and preliminary feasibility report.
- 2) Final program document.
- 3) Site Survey.
- 4) Existing Building Revit Model, point cloud, and 3-d photography record.

#### **ARTICLE 1      PROGRAMMING SERVICES**

##### **§1.1      Identification of Project Values, Goals, and Objectives**

**§1.1.1** Subject to the limits below, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, relocation options for the Palm House, and other relevant criteria. Visioning session shall also establish an initial project budget model with target allocations by discipline.

One (1) session to determine values and goals.

**§1.1.2** Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

**§1.1.3** Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

##### **§1.2      Information Gathering**

**§1.2.1** The Architect shall compile and review Project-related information, including the following:

- .1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- .2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- .3 Applicable non-governmental building and planning standards; and
- .4 Relevant historical documents and archival materials.

**§1.2.2** The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.



**§1.2.3** Subject to the limits below, the Architect shall conduct interviews. In preparation for the interviews, the Architect shall:

- .1 assist the Owner in identifying individuals to be interviewed;
- .2 establish a work plan and schedule for the interviews;
- .3 determine the types of data that could impact the design of the Project; and
- .4 determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

Up to six (6) 1-hr interviews for the purpose of gathering data.

**§1.2.4** If applicable, the Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory;
- .2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
- .3 prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

**§1.2.5** Subject to the limits below, the Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

Up to two (2) interviews for the purpose of gathering data.

### **§1.3 Public Meetings and Hearings.**

**§1.3.1** Subject to the limits below, the Architect shall attend public hearings and citizen information meeting orchestrated by the Owner. Architect shall assist Owner in preparation of presentation materials as necessary for such public meetings and hearings.

Up to two (2) public meetings and hearings.

### **§1.4 Data Analysis**

**§1.4.1** Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

**§1.4.2** The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.



**§1.4.3** The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

#### **§1.5 Initial Program Document and Presentation**

**§1.5.1** The Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial program document for the Owner.

**§1.5.2** Subject to the limits set forth below, the Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. Subject to the limits set forth below, the Architect shall make special presentations to individuals or groups not included as programming participants.

Up to six (6) 1-hr presentations to programming participants.

One (1) adjustment to the initial program document.

#### **§1.6 Development of Final Program of Project Requirements**

**§1.6.1** Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

**§1.6.2** The Architect shall incorporate the Owner's design and facility standards and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

**§1.6.3** The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces;
- .2 establishing sizes and relationships;
- .3 establishing efficiency factors; and
- .4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.

**§1.6.4** The Architect shall prepare a **final program document** (*deliverable*) detailing all items identified the above in the "Development of Final Program Requirements" above, incorporating written and graphic materials that may include

- .1 an executive summary;
- .2 documentation of the methodology used to develop the program;
- .3 value and goal statements;
- .4 relevant facts upon which the program was based;
- .5 photo documentation of relevant existing site and building features;



- .6 aspirational images;
- .7 conclusions derived from data analysis;
- .8 relationship diagrams;
- .9 flow diagrams;
- .10 matrices identifying space allocations and relationships;
- .11 space listings by function and size; and
- .12 space diagrams, as needed, to convey program information.

**§1.6.5** The Architect shall make special presentations to individuals or groups not included as programming participants and Programming Services exceeding the limits indicated as an Additional Services.

**§1.7 Programming Services Not Provided**

**§1.7.1** During the Information Gathering efforts, the Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth below, the Architect shall visit the identified facilities and operations.

Zero (0) facility visits



## **ARTICLE 2      SITE EVALUATION, FACILITY CONDITION ASSESSMENT, AND PRELIMINARY FEASIBILITY SERVICES**

### **§2.1      Site Evaluation and Condition Assessment**

**§2.1.1 Site Evaluation.** Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing land development codes, ordinances, and regulations that impact the Owner's Project Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

**§2.1.2 Site Features Assessment.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

### **§2.2      Facility Condition Assessment**

**§2.2.1 Building Code Review.** The Architect shall review the requirements of Building and Accessibility codes, and regulations that pertain to the Project. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

**§2.2.2 Exterior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation of the exterior conditions of the Griffith Building and Palm House, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation. If applicable, the Architect shall identify the next safety inspection date for exterior components.

**§2.2.3 Interior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.4 Structural Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the structural systems of the Facility. The assessment shall identify the existing structural system(s); describe their current conditions; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.5 Mechanical, Electrical, and Plumbing Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.



**§2.2.6 Conveying Equipment.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including elevators, escalators, and moving walks. The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.7 Life Safety and Fire Protection Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.8 Data and Communication Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

### **§2.3 Preliminary Feasibility Services**

**§2.3.1 Preliminary Assessment of Owner's Project Objectives.** Provide a preliminary assessment of the Owner's Project Objectives and identify constraints and opportunities that will impact them.

**§2.3.2 Historic Resource Services for the Feasibility of the Palm House Relocation.** Evaluate the feasibility of the Palm House relocation by, as applicable: (1) performing on-site observations of the historic structure and intended relocation site; (2) assessing the condition of the Historic Palm House and identifying the scope of services and further investigations necessary to prepare documents needed to secure the services of a building mover to relocate the structure; (3) assessing the physical and historical characteristics of the intended relocation site; (4) assessing preservation laws, standards, and regulations that impact the relocation; (5) assessing available routes between the current location and the intended relocations site; (6) assessing the availability of building movers qualified to relocate the historic structure; (7) assessing land development codes, ordinances, and regulations that impact the relocation on the intended relocation site; (8) assessing utilities available to the intended relocation site; and (9) assessing the access, circulation, and parking for the intended relocation site; (10) consult with the City on their notification responsibilities and assist the City in developing notifications required, including attending a meeting with the City and up to two meetings with preservation authorities having jurisdiction. The Architect shall make recommendations to the Owner based on its evaluation.

**§2.3.3 Conceptual Drawings.** Prepare conceptual development drawings based on the Owner's Project Objectives. The drawings may show, as the Architect deems appropriate, locations for the four primary intended building users, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.



**§2.3.4 Estimate of the Cost of the Work.** Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site , relocation of the Historic Palm House, and renovations to the Griffith Building.

**§2.4** The Architect shall prepare a **site evaluation, facility condition assessment and preliminary feasibility report** (*deliverable*) that may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 conclusions and recommendations

**§2.5 Site Evaluation, Facility Condition Assessment, and Preliminary Feasibility Services Not Provided**

**§2.5.1 Identification of Environmental Requirements.** Identify environmental requirements that may apply to the Owner's Project Objectives, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring.

**§2.5.2 Context Description.** Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner's Development Objectives on the surrounding sites and community.

**§2.5.3 Cultural Factor Assessment.** Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner's Project Objectives on the cultural significance of the site, surrounding sites, and community.

**§2.5.4 Historic Resource Inventory.** Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.

**§2.5.5 Hazardous and Toxic Materials:** Identify potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.



### **ARTICLE 3      EXISTING CONDITION DOCUMENTATION**

**§3.1    Existing Conditions Documentation:** Full scope of the Existing Conditions Documentation is described in the SCOPE OF SERVICES AND ESTIMATED FEE GRIFFITH BUILDING AND PASEO – ROUND ROCK SITE SURVEY AND BUILDING DOCUMENTATION section of the proposal letter from SAM to McKinney York Architects as revised and dated August 02, 2022, including the 'Exhibit A' to that letter. That letter is attached as Exhibit C.





# Exhibit C

## **SCOPE OF SERVICES GRIFFITH BUILDING AND PASEO – ROUND ROCK SITE SURVEY AND BUILDING DOCUMENTATION**

### **PROJECT OVERVIEW**

Surveying And Mapping, LLC (SAM) proposes to provide a Site Survey and Building Documentation to McKinney York Architects (Client). The survey will be of the property shown on the Williamson County Appraisal District map as PID R071300. The survey will be of Lots 1 through 5, east half of Lot 6, and Lots 12 through 15, Block 21, City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 190, Plat Records of Williamson County, Texas. The property is approximately 0.9629 acres. As shown on Exhibit A below.

### **SITE SURVEY ASSUMPTIONS**

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Client will provide Right of Entry and access to any private properties as required to perform the services described herein, and if necessary gain permission of adjoining properties.
- SAM assumes that no significant discrepancies will be found between the proposed survey and Lots 1 through 5, east half of Lot 6, and Lots 12 through 15, Block 21, City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 190, Plat Records of Williamson County, Texas. Supplemental work to rectify or validate the prior survey is not within this scope.
- Only property corners for Lots 1 through 5, east half of Lot 6, and Lots 12 through 15, Block 21, City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 190, Plat Records of Williamson County, Texas; will be verified.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours.
- The Client will be the liaison for the SAM field crews to access the Project Work Area.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.
- The client will provide a current Title Commitment with copies of all deeds referenced therein.
- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be certified to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. Providing QL-B information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via normal QL-B methods.
- Non-metallic piping, inactive electric, and/or communication lines may or may not be found by normal





QL-B practices. SAM does not represent that all existing utilities will be found.

- Client will provide SAM with available record information and profile drawings of all the utilities within the project site, if available.
- Traffic control and permitting will not be required for this project.
- These services described herein are intended for design purposes only and do not include those services which may be required during construction of future improvements.

## **SURVEY SCOPE OF SERVICES**

### **SITE SURVEY:**

Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geoid 18. Research the current ownership deeds and/or plats of the subject lot and adjoining properties, locate existing boundary monumentation and analyze the found boundary monumentation to determine the location of the boundary lines. The boundary lines, monuments found or set based upon the current description of the property as shown in current deed and/or plat of record will be shown. Easements shown on the current plat and/or deed of record for this property will be shown on the survey. If a Title Commitment is provided by the Client, the easements listed within the Title Commitment will be reviewed and if they affect the subject lot, be plotted on the survey. No additional research for easements will be performed.

Locate all physical improvements within the project limits including: buildings, walls, fences, walks, driveways, curblines, edge of pavement, and observable surface evidence of utilities. Locate above ground evidence of utilities including: utility poles, guy wires, light poles, CATV pedestals, electric transformers, junction boxes, hand holes, meters, water meters, water valves, fire hydrants, gas meters, gas valves, clean outs, steam manholes, petroleum witness posts, telephone manholes, pedestals, hand holes, traffic control signals, manholes and cabinets. An 811/Texas One Call request will be submitted. Any markings of underground utilities made subsequent to that request will be located and shown on the survey. Sanitary and storm sewers on or adjacent to the site will be located with top of structure elevation, invert elevation and pipe sizes noted, including one structure upstream and downstream. Connections, pipe sizes and direction as best can be determined will be shown.

Elevations of the site including spot elevations at 20 foot intervals on the Paseo Site and 50 foot intervals on remainder of survey area, and at major grade breaks will be obtained. A 3D DTM surface will be produced and the site topography will be shown at 6-inch contours on Paseo Site and one-foot contours on remainder of survey area. Locate existing trees on site that are 8 inches in diameter or larger (at breast height), tag tree with point number assigned during survey, note trunk diameter, species or common name. Trees will be represented on the plans by a concentric circle centered on the trunk location, with a diameter equal in feet to twice the number of inches of the tree's trunk diameter. (i.e. tree with 15" trunk diameter would be represented at plan scale by a 30 foot diameter circle) A table listing the trees by tree tag number with size and common name will be placed on the survey.

Two (2) benchmarks will be set on or near the property and will be shown on the survey. Any primary horizontal and vertical control points set for the project will be shown on the survey. The survey will include: a vicinity map, flood zone designation, legal description, street address, and a surveyor's certificate. The survey will be





prepared and meet the requirements set forth in the TSPS Manual of Practice for Land Surveying in Texas, Category 1B Condition II.

SAM will provide all the following Subsurface Utility Engineering (SUE) services to the normal standard of care applicable in the Subsurface Utility Engineering (SUE) profession. The services meet the standard guidelines of ASCE C-I 38-02 circular for "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

**Quality Service Level D (QL-D)** – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. These utilities could include electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems. These services will be provided for the red and orange areas outlined in Exhibit 'A'.

SAM will attempt to contact utility providers, counties and other agency suppliers identified by utility easement information, Texas One-Call systems, and by field reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of utility designating equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an "unknown" utility as required by ASCE CI 38-02.

**Quality Service Level C (QL-C)** – SAM survey crew will provide this service consisting of field surveying to obtain accurate horizontal position of readily visible utility surface features associated with the underground utility systems located within the project limits. These services will be possibly be provided for the red and green areas outlined in Exhibit 'A' but is dependent on which option the client selects.

**Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities)** – Designating is to indicate, by marking with paint the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide QL-B services for the green area outlined in Exhibit 'A'.
- Provide all equipment, personnel, and supplies required for performing toning services. SAM shall determine which equipment, personnel, and supplies are required to perform these toning services.
- Designate the existing underground utilities, which may consist of water, wastewater, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground so that their location can be surveyed.
- Analyze and correlate the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information, if any are identified.





### **SITE SURVEY DELIVERABLES**

- PDF and AutoCAD file of the Site Survey.
- PDF and/or hardcopy of a written legal description of the site.
- A digital CAD file depicting the results of the QL-B locations for utilities investigated within the project area will be prepared for this project. The file will clearly identify all utilities discovered from QL-D and QL-C investigation and could not be collected in the field as QL-B information. These utilities lines will have a unique line style and symbology in the QL-B plan deliverables. The type of utility, color-coded to American Public Works Association standards, will reference the utility company or agency name, address, telephone number and contact person.

### **EXCLUSIONS**

The following items are excluded from this proposal:

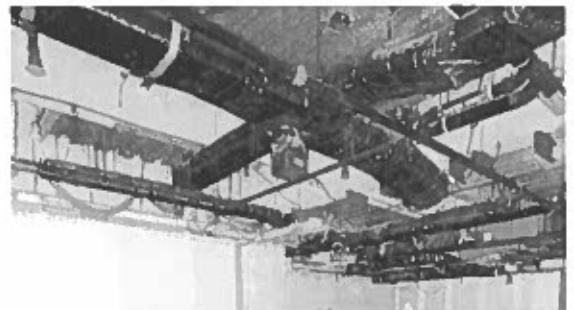
- Survey work outside of the project limits.
- Survey of the relocation site for the Palm House.
- Easement descriptions and platting for new proposed easements.
- Land Title Surveys.
- Wetland delineation.
- Zoning interpretation.

### **SURVEY SCOPE OF SERVICES**

#### **BUILDING DOCUMENTATION:**

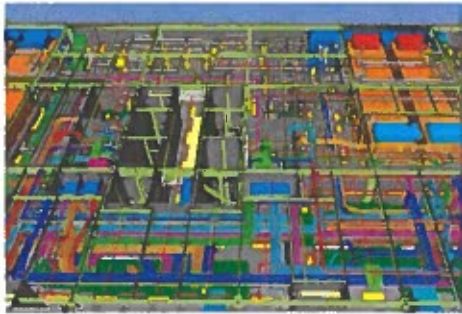
To perform a base existing site and building survey, SAM proposes to utilize a combination of sound survey methodology and advanced 3D laser scanning technology as the primary means for obtaining as-built measurements of the existing floor building structure and MEP utilities. All SAM scanners are Leica Class 1, eye safe instruments. The laser scanner works on line of sight. Therefore, from any single scanner location there will be scan “shadows” (i.e. data that will not be collected on objects which are hidden from the laser).

In order to minimize these shadows, multiple scanner locations will be utilized. It is expected, however, that even with “best effort”, there will be areas where some amount of data is unattainable. If specific locations are critical to the project, hand measurements will be taken to supplement the scan data. Laser scanning will also be supplemented with terrestrial total station survey instruments to assist in traversing and establishing control throughout the project area for proper registration of all scan data. This is important when laser scanning multiple large floor areas.



SAM will develop a 3D Revit 2019 model from the point cloud data acquired. The 3D Revit model will include the elements described in the Assumptions Section. The modeled objects will be developed to a LOD 200 as defined by BIMForum's LOD guide.





This proposal references the Level of Development Specification (Version: 2019) published by the BIMForum. This specification is freely available through a link on this page <https://bimforum.org/lod/>. The Level of Development (LOD) Specification is an industry standard reference that defines and illustrates characteristics of model elements of different building systems at different Levels of Development. Where the acronym 'LOD' is used within the body of this proposal, reference is hereby made to that document.

As part of SAM deliverables, we will provide a software viewing package called TruView for your use. The 3D laser scanning operation

and data collection will capture full 360 information from each instrument location. It has been our experience that a vast wealth of valuable information will be collected during the scanning operations. In particular, all exposed FP and MEP elements and exposed structural details that may not be captured in the LOD 200 specification.

#### **BUILDING DOCUMENTATION ASSUMPTIONS**

The following assumptions were made during the preparation of this scope of services and fee development. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

1. The limits of the area to be included for the 3D Documentation and Modeling/Drafting Services will include the approx. 44,000 sqft of Interior areas and the exterior perimeter of the building. All sidewalks will be included on the exterior of the building scanning. The interior scanning will include the above ceiling areas and it is assumed that drop ceilings will be removed prior to the scanning effort
2. SAM field crews will be provided free and clear (uninterrupted) access to the entire project site area from 7am to 6pm on business days. Any delays in access will be billed to the client and may require a Change Order should the need arise.
3. Any delays not caused by SAM will be charged by the hour.
4. SAM personnel will meet or exceed Client's safety protocols and standards.
5. SAM will conduct a daily "tail gate safety moment" safety briefing to outline the anticipated field hazards that are expected to be encountered for the day.
6. SAM crews will not be expected to enter any confined spaces.
7. SAM field crews will not move any stockpiled material or debris to accomplish the survey.
8. SAM field crews will not be working in any hazardous or contaminated areas.
9. Client will supply the following:
  - a. Copies of all existing records and plans, including but not limited to floor plans, CAD/BIM Drawings for the existing Area of Interest (AOI).
  - b. Contact and coordinate with the facility owners/managers, ahead of SAM's mobilization, for approval to access the various areas on their property within the project site.
  - c. Notify SAM, prior to coming to the Project, of any special requirements for access and the performance of the work.
10. For field effort, we have assumed the following for the basis of a fee calculation:
  - a. Access to the Project Site will be permitted on Monday through Friday between the hours of 7:00am – 6:00pm for the as built documentation, and for a minimum of eleven (11) consecutive hours per day. Any modifications of less than eleven (11) hours per day, will modify the fee.





- b. Permanent Survey Control can be set within the building and AOI. Texas State Plane Coordinate System and NAVD 88 Vertical datum will be utilized. Scans will be in true color.
  - c. The building is assumed to have an existing HVAC system to keep the internal temperatures above 50° F and below 95° F, which is the optimal temperature range for the 3DLS equipment.
  - d. It is not anticipated that an escort or security procedures are required for the 3DLS effort.
  - e. It is assumed that the Project Site is safe for occupation and habitable, with no specific OSHA training or safety certifications. Personal Protective Equipment (PPE) required will be work boots and safety vest. SAM's field personnel comply with all CDC Guidelines pertaining to COVID-19.
  - f. Existing AC power outlets will be provided for the charging of equipment within the AOI.
  - g. Adequate building lighting is or will be provided for the AOI during the project.
  - h. It is anticipated that free parking will be provided on-site. If free parking is not provided, the expense for parking will be submitted as a reimbursable expense.
11. The following assumptions have been made regarding the Deliverables:
- a. Exports of Point Cloud:
    - i. A registered, georeferenced to Texas State Plane Coordinate System and NAVD 88 Vertical Datum, and full color .PTX file with noise removed from scans.
    - ii. Delivery will occur via the SAM FTP site.
  - b. Point Cloud Viewer (TruViews):
    - i. The point cloud viewer will show the cloud in true color mode.
    - ii. The viewer installation files, Leica TruView, will be provided free of charge.
    - iii. Delivery will occur via the SAM FTP site
  - c. 3D Model:
    - i. A 3D Model prepared in Revit in the Architects Revit Version
    - ii. Elements 1" and greater to be modeled. Racks consisting of 4x or greater volume of conduits will be modeled (if the conduits are 1" or greater). Due note objects of this size are difficult to fully capture in the scan data (when other MEP is present). Simplified representations of the conduits may be used when necessary.
    - iii. Model elements set to existing phase.
    - iv. Model elements will be drawn orthogonally whenever the design intent was an orthogonal layout.
    - v. Different floor types will be separate elements (i.e. concrete slab vs. grating over a trench).
    - vi. Level of Development 200
      - a. The 3D model of the AOI will include: Architectural, Sitework, exposed MEP & FP components.
      - b. The architectural components will include: Walls, Doors, Windows, Stairs and Ramps; Columns, Beams, Structural Ceilings / Slabs; Drop Ceilings, Floors and & Floor finishes; Casework; Cabinets; Sitework – Sidewalks, Curbs, Landscaping
      - c. The FP and MEP components will include all piping and conduits 1" and greater in diameter. Ducts, MEP Equipment; MEP above the drop ceilings.
      - d. Fixtures: Lights, Sinks, Toilets, Cabinets, Outlets, Computers; Diffusers, Smoke Detectors, FA Strobes and Sirens, Security Cameras, Intercom, Exit signs.
      - e. No other items will be modeled.
      - f. Depicted for overall size, shape and orientation based upon the 3DLS data.





- g. Non-geometric intelligence will not be included.
- vii. Delivery will occur via the SAM FTP site
- d. Virtual Tour:
  - i. A color high definition spherical photographic interface.
  - ii. Up to 200 inspection photos hyperlinked inside the virtual tour.
  - iii. Delivery will occur via the SAM FTP site

#### **Additional Services**

In addition to the services outlined above, SAM can provide additional services as requested by the client on a TIME and MATERIALS basis, based upon our attached Contract Rate Schedule. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service. These additional services include but are not limited to the following:

- Additional surveying or scanning due to changes in scope made by the Client after survey tasks have been performed.
- Additional work due to changes in alignment made by the Client after initial acquisition has been performed.
- BIM Modeling

#### **BUILDING DOCUMENTATION DELIVERABLES**

##### **Point Cloud Viewer**

SAM will supply Leica TruView software for use by the client, so the point cloud data can be easily viewed and measured. The point cloud information will be generated by Cyclone PUBLISHER™ which publishes as built point clouds in a user friendly, panoramic viewing format. TruView provides intuitive viewing, measuring and mark-up via web or via local file. Published point cloud data can be posted to the web for immediate viewing, measuring and mark-up anywhere for use by the Team. Published point cloud data can also be saved on local files, on CDs or FTP sites.

##### **Point Cloud Data**

In discussions with the Project Team, it is understood that the Point Cloud Data is required to be a deliverable (in PTX format). This format will allow the project team to view the point cloud in a variety of CAD software.

##### **3D Model**

A 3D Model in the architects version of Revit will be prepared from the acquired point cloud data. The model will include the elements described in the Assumptions Section. The modeled objects will be developed to a LOD 200 as defined by BIMForum's 2019 LOD guide. The purpose of the as built model is to establish an accurate as built condition of the AOI architectural, Sitework and MEPFP equipment for coordination and planning purposes.

##### **Virtual Tour**

SAM will supply a Virtual Tour for the project site as described above. The Virtual Tour consists of high resolution color imagery in a spherical format. This easy to use, self-contained viewing file will allow the user to rotate left and right; look up and down; and zoom in and out from the position of the camera.





#### **PROJECT SCHEDULE**

Upon approval of a Professional Services contract, a project schedule and timelines will be established and coordinated. For the purposes of this proposal, we are assuming notice to proceed will occur between August and September of 2022.

**SITE SURVEY:** Survey field crews will mobilize to the site within five (5) to ten (10) business days from receipt of an executed agreement and right of entry to the site. Delivery of the Site Survey will be provided within twenty (20) business days from receipt of an executed agreement and right of entry to the site.

**BUILDING DOCUMENTATION:** It is anticipated that we will be onsite within seven (7) to twelve (12) business days after an executed agreement and that the field work will occur for up to 4 days. Work will be performed between the hours of 7:00 am and 6:00 pm. Delivery of the Virtual Tour will occur within 5 business days after completion of fieldwork. Delivery of the registered point cloud exports in PTX format and TruView will occur within seven (7) to ten (10) business days after the completion of the field effort. Delivery of the 3D Revit model will occur within four (4) weeks after the completion of the field effort. Any additional effort requested will have a separate schedule negotiated.





## EXHIBIT A





## **EXHIBIT D**

### **Design and Construction Phase Supplemental Services Descriptions**

#### **ARTICLE 1      CIVIL ENGINEERING**

**§1.1** Site planning, design, documentation, permitting, procurement phase services, and construction phase services for non-landscape sitework including parking, drives, streets, walks, boardwalks, bulkheads, utilities, drainage and stormwater management, construction site activities requiring approvals of authorities having jurisdiction including those related to traffic control & safety, and water quality and coordination of those designs and services with the services of the Architect and the other consultants of the Owner and the Architect.

**§1.1.1** Coordinate the Site Permitting process and provide the designs and drawings necessary for permitting, incorporating the information provided by the Architect and the Architect's consultants for the Site Development permitting process. Address site development reviewer comments including revising documents as necessary.

#### **ARTICLE 2      LANDSCAPE DESIGN**

**§2.1** Landscape design will include landscape planning, design, site permitting, documentation, procurement phase services, and construction phase services including coordination with the other members of the design team.

**§2.1.1** Landscape sitework includes:

- .1 Planting design for the extents of the property, including parking lots, green stormwater infrastructure, and streetscapes;
- .2 Site furnishings design & documentation for the extents of the site;
- .3 ADA compliant pedestrian connections & pathways, in conjunction with the civil engineer;
- .4 Irrigation; and
- .5 Lead the design of the Paseo;

**§2.1.2** Site Permitting: Provide the landscape and irrigation plans necessary for the Site Permitting process and coordinating the plans with those of other members of the design team. Address site development reviewer landscape and irrigation design comments including revising documents as necessary.

**§2.1.3** Schematic Design: Establish the Project landscape concept and illustrate the scale and relationship of the Project landscape components. Deliverables are limited to narrative specifications and the following drawings at a scale sufficient to explain the design intent:

- .1 Rendered illustrative plans;
- .2 Precedent imagery;
- .3 Planting & materials palettes, with imagery;



- .4 Cross sections and enlarged plans as necessary to explain the design character and materials;

**§2.1.4 Design Development:** Refine the Project landscape concept and establish the scope, relationships, forms, size, and appearance of the Project based on the Owners approval of the Schematic Design. Deliverables are limited to the following:

- .1 Layout and materials plan, with enlargements as needed;
- .2 Paseo grading & drainage plan (subsurface drainage, drain sizing, and drainage area calculations by civil engineer);
- .3 Review of overall site grading & drainage, documented by civil engineer;
- .4 Planting and irrigation plan and schedule;
- .5 Elevations, details and sections at the appropriate scales necessary to convey the sizes, appearances, finishes, and colors of the defined program;
- .6 Paseo lighting fixture selection;
- .7 Site furnishings selection;
- .8 Preliminary specifications (CSI format).

**§2.1.5 Construction Documents:** Set forth in detail the requirements for construction of the Project landscape through drawings and specifications that establish in detail the quality and materials required for the Project based on the Owners approval of the Design Development documents. Deliverables are limited to the following:

- .1 Layout and materials plan, annotated and dimensioned;
- .2 Paseo fine grading & drainage plan (subsurface drainage, drain sizing, and drainage area calculations by civil engineer);
- .3 Annotated planting plan & schedule;
- .4 Elevations, details and sections at the appropriate scales necessary to convey the sizes, appearances, finishes, and colors of the defined program.
- .5 Paseo lighting plan and schedule;
- .6 Site furnishings plan and schedule;
- .7 Complete technical specifications. (CSI format).

**§2.1.6 Procurement Phase:** To the extent applicable to landscape architect's Construction Documents the following:

- .1 Preparation of any addenda to the Contract Documents as may be required during the bidding or negotiating process;
- .2 Evaluation and assessment of bids or negotiated proposals.



- .3 Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work.

**§2.1.7 Construction Phase:** To the extent applicable to landscape architect's Construction Documents the following:

- .1 Attend one pre-construction meeting and assist the Architect in conducting this meeting;
- .2 Review shop drawings and contractor submittals as they relate to the overall site development and general conformance of the design as set forth by the contract documents;
- .3 Assist in the review of substitutions, change orders, contractor schedule reports and pay requests;
- .4 Visit the site to observe and report on the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The landscape architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Site visits shall be limited to six visits, including one punch list visit;
- .5 Provide a written report of each site visit, including a summary of any corrective work to be performed;
- .6 Assist the contractor in the preparation of a list of items requiring corrective action prior to the contractor's final pay request and Owner's acceptance;
- .7 Determine and certify substantial completion.

**§2.1.8 Landscape Services not included:** These services may be added with a mutually agreeable contract amendment.

- .1 On-structure drainage, detailing, and irrigation (if the design includes a roof deck).
- .2 Marketing renderings.

### **ARTICLE 3 CONFORMED DOCUMENTS FOR CONSTRUCTION**

**§3.1** Architect shall collect, and record design changes issued subsequent to the completion of construction documents and prior to the start of construction into a stamped, conformed architectural drawing set and the Architect shall incorporate conformed drawing sheets prepared and provided by Owner's other consultants to compile an as-designed record drawing set.

### **ARTICLE 4 AS-DESIGNED RECORD DRAWINGS**

**§4.1** Architect shall collect, and record design changes issued subsequent to the completion of construction documents into an unstamped, as-designed architectural record drawing set and shall incorporate as-designed drawing sheets prepared and provided by Owner's other consultants to compile an as-designed record drawing set.



## **ARTICLE 5 TELECOMMUNICATIONS/DATA/AV/ACOUSTICS/DESIGN**

**§5.1** Information transport systems infrastructure to include:

**§5.1.1** UTP cabling to support voice/data and network connectivity to support IP solutions for electronic surveillance.

**§5.1.2** Infrastructure design to support wireless access connectivity in specific building areas.

**§5.1.3** Telecom Rooms (TR's) design, layout and connectivity including detailed plan views, rack elevations, and wall sections.

**§5.1.4** Coordination of the information technology system design and requirements with the A/E design team.

**§5.1.5** Assist the Owner with bid evaluations and recommendations.

**§5.1.6** Construction Administration including (2) periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment.

**§5.2** Building communications connectivity, including both cabling and conduit pathway, to the nearest available Telecommunications service point.

**§5.2.1** Coordination of communication system pathways with the A/E design team.

**§5.2.2** Assist the Owner with bid evaluations and recommendations.

**§5.2.3** Construction Administration including periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment.

**§5.3** Consultation and design services for Audio/Visual and Acoustics.

**§5.4** Deliverables to include:

**§5.4.1** Schematic Design narratives

**§5.4.2** Design Development design narratives, conceptual drawings, and CSI format specifications

**§5.4.3** Construction Documents, including detailed designs, active equipment schematics and CSI format specifications.

**§5.5** The following are excluded from this Supplemental Service:

**§5.5.1** General

- .1 Commissioning and testing of the technology systems.
- .2 Attendance at construction progress meetings.
- .3 Consultation and design services for cable television.

**§5.5.2** Information Technology



- .1 Clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN's/WAN's).
- .2 Distributed Antenna Systems (DAS) consultation and design.

#### **§5.5.3 Electronic Security**

- .1 Remote Central Dispatch Center
- .2 Fire Alarm system intercom, including Areas of Refuge Threat Vulnerability consultation and reporting.

#### **§5.5.4 Outside Plant**

- .1 Conduit connectivity, including both conduit pathway and cabling, other than to the nearest available Telecommunications service point.
- .2 Service Provider contract negotiations.

### **ARTICLE 6 SECURITY EVALUATION AND PLANNING**

**§6.1** Electronic security systems design to include: access control, intrusion detection, electronic surveillance, and emergency notification and duress.

**§6.1.1** Coordination of electronic security systems with A/E design team.

**§6.1.2** Assist the Owner with bid evaluations and recommendations.

**§6.1.3** Construction Administration including (2) periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment.

**§6.2** The following are excluded from this Supplemental Service:

#### **§6.2.1 Electronic Security**

- .1 Remote Central Dispatch Center
- .2 Fire Alarm system intercom, including Areas of Refuge
- .3 Threat Vulnerability consultation and reporting.

### **ARTICLE 7 COMMISSIONING**

**§7.1** The Architect shall provide commissioning services to include all tasks and deliverables required to meet the requirements the 2015 International Energy Conservation Code, Section 408, including the following:

#### **§7.1.1 Pre-construction:**

- .1 Develop a preliminary commissioning plan to be shared with construction team.



- .2 Provide a commissioning specification for inclusion in the project manual.

**§7.1.2 Construction Administration:**

- .1 Develop the final commissioning plan.
- .2 Develop and review Prefunctional Tests.
- .3 Conduct commissioning kick-off meeting and subsequent commissioning meetings as required.
- .4 Perform site visits to review equipment installation.
- .5 Perform one (1) return visit to the project once the deficiencies have been addressed to verify, they are completed.
- .6 Conduct functional performance testing of commissioned systems.
  - .6.a Mechanical system equipment: Chilled water system; Air distribution system; HVAC controls system; HVAC controls system; and Economizers
  - .6.b Electrical lighting control system equipment: Occupancy sensors; Time-switch controls; Daylight responsive controls
  - .6.c Plumbing: Domestic water heating controls; Water heating system controls

**§7.1.3 Documentation deliverables:**

- .1 Commissioning Plan
- .2 Pre-Functional Checklist forms
- .3 Functional Performance Test Forms
- .4 Deficiency report and resolution record
- .5 Final Commissioning Record Report

**§7.1.4 General Requirements:**

- .1 Any additional visits required will be provided as an Additional Service.
- .2 The Architect will require the assistance of the building controls contractor to facilitate the functional testing.

**ARTICLE 8 PROJECT VISUALIZATION**

**§8.1 Rendering:** The Architect will provide two (2) interior and two (2) exterior print-quality renderings depicting the exterior of the building developed from Architect's Revit model with materiality, entourage, and lighting generated from Architect's rendering software with artistic touchups generated using Photoshop for project marketing and promotion purposes.



# Exhibit E

## Total Cost Proposal

Round Rock Griffith Building and Paseo  
McKinney York Architects

### Cost of the Work Budget

**\$13,000,000.00**

<b>Predesign Phase Supplemental Services*</b>		<b>\$280,600.00</b>
<i>Programming</i>	\$88,400.00	
<i>Existing Conditions Documentation</i>	\$62,200.00	
<i>Site Evaluation, Facility Conditions Assessment, and Preliminary Feasibility</i>	\$130,000.00	
<b>Basic Services*</b>		<b>\$1,055,500.00</b>
<b>Design and Construction Phase Supplemental Services*</b>		<b>\$223,900.00</b>
<b>Additional Services</b>		<b>\$100,000.00</b>
<b>Reimbursable Expenses</b>		<b>\$10,000.00</b>
<b>TOTAL NOT TO EXCEED FEE</b>		<b>\$1,670,000.00</b>

\* Sum of these services calculated at 12% of Cost of the Work



# 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.**

McKinney Architects, Inc. dba McKinney York Architects  
Austin, TX United States

**Certificate Number:**

2022-942813

**Date Filed:**

10/10/2022

**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.**

CORR Griffith Building and Pas  
Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rossomando, Michelle	Austin, TX United States	X	
	York, Charles	Austin, TX United States	X	
	Carlson, Brian	Austin, TX United States	X	
	Wood, William	Austin, TX United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is Charles A. York, and my date of birth is                     .

My address is 1301 E. 7th Street, Austin, TX, 78702, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 10th day of October, 20 22.  
(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.**

McKinney Architects, Inc. dba McKinney York Architects  
Austin, TX United States

**Certificate Number:**  
2022-942813

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10/10/2022

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10/20/2022

**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.**

CORR Griffith Building and Pas  
Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rossomando, Michelle	Austin, TX United States	X	
	York, Charles	Austin, TX United States	X	
	Carlson, Brian	Austin, TX United States	X	
	Wood, William	Austin, TX United States	X	

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.6**

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**Title:** Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with J.D. Abrams, LP for the University Boulevard Expansion Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$140,070.83

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

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

**Department:** Transportation

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### Text of Legislative File 2022-338

The University Blvd Expansion project from AW Grimes to SH 130 will add two lanes in the Westbound direction to create a four lane divided roadway to improve traffic safety and mobility in the area.

Contract Quantity Adjustment/Change Order #2 includes a number of items.

1. Revisions to 36" and 24" pipe to accommodate field conditions.
2. Excavation work for the Upper Brushy Creek Water Control and Improvement District (WCID). This was required to account for the additional material the project was placing in their flood pool for Dam #16. Work included additional erosion control measures. Material was hauled off and work area re-vegetated.
3. Added mowing cycles to maintain the project appearance during construction.
4. Additional quantities of barricades for Vizcaya and Lunata detours, Class C concrete for a cap over an existing gas lines, revisions to conduit installation - some underground and other overhead, and removal of an additional driveway not shown in the plans.

The original contract price is \$11,104,890.48. Quantity Adjustment/Change Order #2 adds \$140,070.83. The addition of this contract adjustment brings the total contract price to \$11,408,343.09.

**Cost: \$140,070.83**



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



**RESOLUTION NO. R-2022-338**

**WHEREAS**, the City of Round Rock has previously entered into a contract (“Contract”) with J.D. Abrams, LP for the University Boulevard Expansion Project, and

**WHEREAS**, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

**WHEREAS**, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 2 to the Contract with J.D. Abrams, LP for the University Boulevard Expansion 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk





# Contract Quantity Adjustment/Change Order

# EXHIBIT "A"

rev, 01/16

Department:	TRANSPORTATION		
Project Name:	UNIVERSITY BLVD EXPANSION	Date:	9/22/22
City Project ID Number	CSJ: 0914-05-193	Change Order/Quantity Adjustment No.	2
Vendor	J. D. ABRAMS, L.P.	5811 Trade Center, Bldg 1, Austin TX 78744	512-322-4000
	Company Name	Address	Phone No.

## Justification

-Revisions to 36 IN RCP and 24 IN RCP to connect with existing pipes. Add cement stabilized backfill at multiple pipe run Culvert 3. Revision to extend future use sleeve.

-Plan Sheet 160A revisions. Special excavation increased to include floodwater cut as required for work in Upper Brushy Creek WCID. Temporary and permanent erosion control items increased to stabilize disturbed soil in area of special excavation. A unique contract item was added to install a gate for access to the special excavation site.

-Changed trench conduit to bored conduit at two existing driveways in order to maintain traffic. Overhead electrical service added in CO # 1 needed to be changed to underground service.

- Adding item 0730-6107 for mowing within the project limits.

-Adding Unique Item for the additional barricades and signage required per the revised TCP for the Vizcaya Pkwy and Lunata Way Intersections - RFI#014.

- Adding 25 CY for Item 0420 6029 - CL C CONC (CAP) for adding a concrete cap under the proposed roadway per plan revision issued by the Engineer.

- Adding 159.28 SY for Item 106-6002 - OBLITERATING ABANDONED ROAD for removing driveway at STA. 1172+00 that was not shown in the plans.

- Adding 50 LF for Item 0506-6002 - ROCK FILTER DAMS (INSTALL) (TY 2) for the additional QTY added at Culvert 1 Outfall as directed in the field.

## SUMMARY

	Amount	% Change
Original Contract Price:	\$11,104,890.47	
Previous Quantity Adjustment(s):	-\$14,469.34	
This Quantity Adjustment:	\$114,983.20	
Total Quantity Adjustment(s):	\$100,513.86	
Total Contract Price with Quantity Adjustment(s):	\$11,205,404.33	
Previous Change Order(s):	\$177,851.13	2%
This Change Order:	\$25,087.63	0%
Total Change Order(s) To Date:	\$202,938.76	2%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$11,408,343.09	
Difference between Original and Adjusted Contract Prices:	\$303,452.62	
Original Contract Time:	557	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	10	
New Contract Time:	567	

## Submitted for Approval

Prepared By: <i>Jaime Gonzalez</i>	Jaime Gonzalez, Project Manager, J.D. Abrams, L.P.	10/12/22
Signature	Printed Name, Title, Company	Date

## Approvals

Contractor: <i>Steven Zbransk</i>	Steven Zbraneck, VP of Operations, J.D. Abrams, L.P.	10/12/22
Signature	Printed Name, Title, Company	Date
City Project Manager: <i>Gerald D Pohlmeier</i>	Gerald D. Pohlmeier	10/13/2022
Signature	Printed Name, Title	Date
Mayor/City Manager		
Signature	Printed Name, Title	Date





## Contract Quantity Adjustment/Change Order

Project Name: UNIVERSITY BLVD EXPANSION

Quan. Adj./Change Order No.: 2

### Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
0628 6167	ELC SRV TY D 120/240 070-NS-AL-E-TP-	EA	(1.00)	\$4,950.00	-\$4,950.00	
0628 6164	ELC SRV TY D 120/240 070 (NS) AL E PS	EA	1.00	\$6,050.00	\$6,050.00	
0730-6107	FULL - WIDTH MOWING	CYC	1.00	\$5,503.50	\$5,503.50	
9608 6001	UNIQUE ITEM 1 - GATE TO WCID RESEVOIR	EA	1.00	\$5,500.00	\$5,500.00	
9608 6002	UNIQUE ITEM 2 - FLOWABLE BACKFILL PIPE	CY	30.00	\$130.00	\$3,900.00	
9608 6003	UNIQUE ITEM 3 - EXTEND FUTURE USE SLEEVE	LS	1.00	\$4,466.38	\$4,466.38	
9608 6004	UNIQUE ITEM 4 - INTERSECTION DETOURS - BARRICADES & SIGNS	MO	5.00	\$923.55	\$4,617.75	
					\$0.00	
					\$0.00	
					\$0.00	
				<b>TOTALS:</b>	<b>\$25,087.63</b>	<b>0</b>





## Contract Quantity Adjustment/Change Order

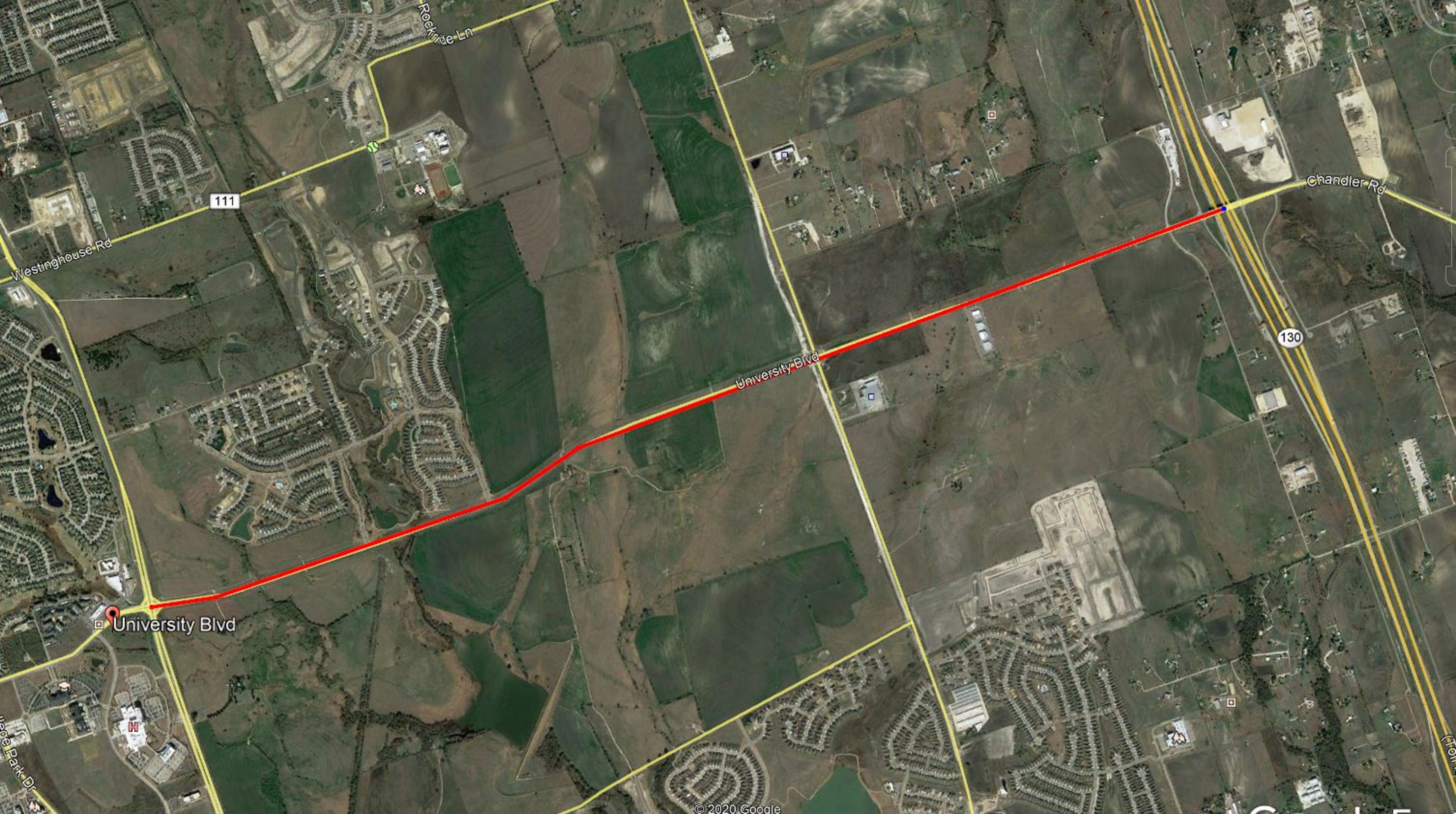
Project Name: UNIVERSITY BLVD EXPANSION

Quan. Adj./Change Order No.: 2

### Quantity Adjustment Data

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
0106-6002	OBLITERATING ABANDONED ROAD	SY	159.28	\$5.00	\$796.40	
0110 6003	EXCAVATION (SPECIAL)	CY	2,217.34	\$15.00	\$33,260.10	3
0160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	31,335.00	\$1.00	\$31,335.00	5
0164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	36,035.00	\$0.16	\$5,765.60	
0420 6029	CL C CONC (Cap)	CY	25.00	\$500.00	\$12,500.00	2
0464 6005	RC PIPE (CL III)(24 IN)	LF	12.00	\$135.00	\$1,620.00	
0464 6008	RC PIPE (CL III)(36 IN)	LF	24.00	\$110.00	\$2,640.00	
0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	50.00	\$30.00	\$1,500.00	
0506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	178.00	\$17.00	\$3,026.00	
0506 6024	CONSTRUCTION EXITS (REMOVE)	SY	178.00	\$8.00	\$1,424.00	
0506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	975.00	\$6.00	\$5,850.00	
0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	975.00	\$0.25	\$243.75	
0618 6046	CONDT (PVC) (SCH 80) (2")	LF	(251.00)	\$10.50	-\$2,635.50	
0618 6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	251.00	\$26.25	\$6,588.75	
0618 6053	CONDT (PVC) (SCH 80) (3")	LF	(753.00)	\$12.60	-\$9,487.80	
0618 6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	753.00	\$27.30	\$20,556.90	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				<b>TOTALS:</b>	<b>\$114,983.20</b>	<b>10</b>





111

130

University Blvd

University Blvd

Chandler Rd

Westinghouse Rd

Rocky Ln

Parker Dr



# 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:  
2022-943422

Date Filed:  
10/11/2022

Date Acknowledged:

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

J.D. Abrams, LP  
Austin, TX United States

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

City of Round Rock Transportation Department

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 University Blvd Exp  
Change Order 002, Storm Drain & CSB Revisions, Electrical Services, Barricades, Adtl. Bridge Structure, Erosion Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gallagher, Kelly	Austin, TX United States	X	
	Fernandez, Alfonso	Austin, TX United States	X	
	Everett, Brad	Austin, TX United States	X	
	Abrams, Jon F.	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is J. Kelly Gallagher, and my date of birth is [REDACTED].

My address is 5811 Trade Center Dr., Bldg. 1, Austin, TX, 78744, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 11th day of October, 20 22.  
(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.**

J.D. Abrams, LP  
Austin, TX United States

**Certificate Number:**  
2022-943422

**Date Filed:**  
10/11/2022

**Date Acknowledged:**  
10/13/2022

**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 Transportation Department

**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 University Blvd Exp  
Change Order 002, Storm Drain & CSB Revisions, Electrical Services, Barricades, Adtl. Bridge Structure, Erosion Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gallagher, Kelly	Austin, TX United States	X	
	Fernandez, Alfonso	Austin, TX United States	X	
	Everett, Brad	Austin, TX United States	X	
	Abrams, Jon F.	Austin, TX United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.7

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**Title:** Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with Chasco Constructors for the Oakmont Drive Extension Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$7,153.80

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

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

**Department:** Transportation

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### Text of Legislative File 2022-340

The City issued a NTP to Chasco Contractors on August 2, 2021 for the Oakmont Extension Project.

Change Order #1 was for the addition of a valley gutter at Sunrise and Oakmont Drive to aid in the drainage of the street, adjusting a manhole to grade, and to construct a doghouse protective cover to bridge over the existing waste water line that the roadway is spanning. It also included the removal of curb and gutter and HMAC. The net of the change order and quantity adjustment was \$30,933.00 and brought the total contract price to \$2,480,927.00.

Change Order #2 was for the relocation adjustment and lowering of the waterline and to relocate and adjust the existing waste water line and install a new manhole. The Quantity Adjustment is in the amount of \$35,614.00 and the Change Order portion is \$118,588.75. The total is \$154,202.75.

Change Order #3 was for the contractor to supply all materials for the illumination system on Oakmont Drive. Including poles heads, foundations, conduits, wire, and pull boxes and bases complete and installed. The Quantity Adjustment is (\$55,900.00) a credit and the Change Order is \$220,425.00. The total is \$164,525.00.

Change Order #4 is for additional waterline, added drainage swales, added concrete valley gutters at Sunrise and Cypress, price increases for asphalt and the Storm Troopers due to delays, additional electrical



runs per Oncor for the Street lights. The deducts are for the lime treatment that was not used on the east end of the project. The add ons are for \$128,511.00 and the deducts total to (\$121,357.20). The net change order is \$7,153.80. Bringing the total contract price to \$2,806,808.55.

***Cost: \$7,153.80***

***Source of Funds: RR Transportation and Economic Development Corporation (Type B)***



**RESOLUTION NO. R-2022-340**

**WHEREAS**, the City of Round Rock has previously entered into a contract (“Contract”) with Chasco Constructors for the Oakmont Drive Extension 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. 4, 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. 4 to the Contract with Chasco Constructors for the Oakmont Drive Extension 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



# EXHIBIT "A"



## Contract Quantity Adjustment/Change Order

rev, 01/16

Department: Transportation

Project Name: Oakmont Drive Extension Date: 10/11/22

City Project ID Number: \_\_\_\_\_ Change Order/Quantity Adjustment No. 4

Vendor: Chasco Constructors PO Box 1057, Round Rock 78680 (512) 244-0600

Company Name Address Phone No.

### Justification

Chasco CP 07 Extend waterline 20 LF  
 Chasco CP 08 Add drainage swales at RR AMP  
 Chasco CP 09 Add concrete valley gutters at Cypress & Sunrise  
 Chasco CP 11 Revise street light electrical services at Sunrise & N. Mays  
 Bid Item #13 Delete lime treated subgrade between Cypress & Sunrise  
 Bid Item #33 Price increase for storm troopers  
 Bid Item #16 Price increase for asphalt paving  
 New Item #1 Add subgrade prep between Cypress & Sunrise  
 New Item #2 Remove debris & tires from creek  
 New Item #3 Price increase for concrete

### SUMMARY

	Amount	% Change
Original Contract Price:	\$2,449,994.00	
Previous Quantity Adjustment(s):	-\$24,516.00	
This Quantity Adjustment:	-\$121,357.20	
Total Quantity Adjustment(s):	-\$145,873.20	
Total Contract Price with Quantity Adjustment(s):	\$2,304,120.80	
Previous Change Order(s):	\$374,176.75	16%
This Change Order:	\$128,511.00	6%
Total Change Order(s) To Date:	\$502,687.75	22%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$2,806,808.55	
Difference between Original and Adjusted Contract Prices:	\$356,814.55	
Original Contract Time:	270	
Time Adjustment by previous Quan. Adj./Change Order:	113	
Time Adjustment by this Quan. Adj./Change Order:	110	
New Contract Time:	493	

### Submitted for Approval

Prepared By: Bill Stablein, Project Manager, City of Round Rock TX 10/11/22

Signature: \_\_\_\_\_ Printed Name, Title, Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Approvals**

Contractor: Bill Bambrick, Vice President, Chasco Constructors 10/11/22

Signature: \_\_\_\_\_ Printed Name, Title, Company: \_\_\_\_\_ Date: \_\_\_\_\_

City Project Manager: Bill Stablein, PM 10-11-22

Signature: \_\_\_\_\_ Printed Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor/City Manager: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name, Title: \_\_\_\_\_ Date: \_\_\_\_\_





# Contract Quantity Adjustment/Change Order

Project Name: Oakmont Drive Extension

Quan. Adj./Change Order No.: 4

## Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
<b>Chasco CP 07</b>	<b>Extend waterline</b>					
1	12" PVC waterline	LF	20	\$124.00	\$2,480.00	2
2	Test & chlorine waterline	LF	20	\$3.75	\$75.00	1
3	Trench protection	LF	20	\$5.00	\$100.00	1
<b>Chasco CP 08</b>	<b>Add drainage swales</b>					
1	Drainage swale with rock rip-rap	EA	2	\$2,550.00	\$5,100.00	2
<b>Chasco CP 09</b>	<b>Add concrete valley gutters</b>					
1	Concrete valley gutters	SY	270	\$100.00	\$27,000.00	9
<b>Chasco CP 11</b>	<b>Sunrise Electrical service changes</b>					
4	Conduit 1 way (2")	LF	50	\$19.00	\$950.00	1
5	Conduit 2 way (2")	LF	275	\$35.00	\$9,625.00	3
3	Conduit Bore Driveway	LF	50	\$130.00	\$6,500.00	2
1	ELC SRV TY D PS(U) 120/240	EA	1	\$11,040.00	\$11,040.00	6
2	Power wire 3-conductor	LF	425	\$8.00	\$3,400.00	2
6	Furnish & place topsoil	SY	1450	\$3.00	\$4,350.00	2
7	Revegetation	SY	1450	\$6.00	\$8,700.00	2
8	Pothole existing utilities	LS	1	\$2,500.00	\$2,500.00	2
9	Additional flagging & traffic control	LS	1	\$1,875.00	\$1,875.00	2
<b>New Items</b>	<b>Subgrade Prep</b>					
Item #1	Subgrade prep (without lime)	SY	9,426	\$4.00	\$37,704.00	5
Item #2	Remove debris and tires from creek	LS	1	\$3,000.00	\$3,000.00	3
Item #3	Price increase for concrete	CY	514	\$8.00	\$4,112.00	10
<b>TOTALS:</b>					<b>\$128,511.00</b>	<b>55</b>

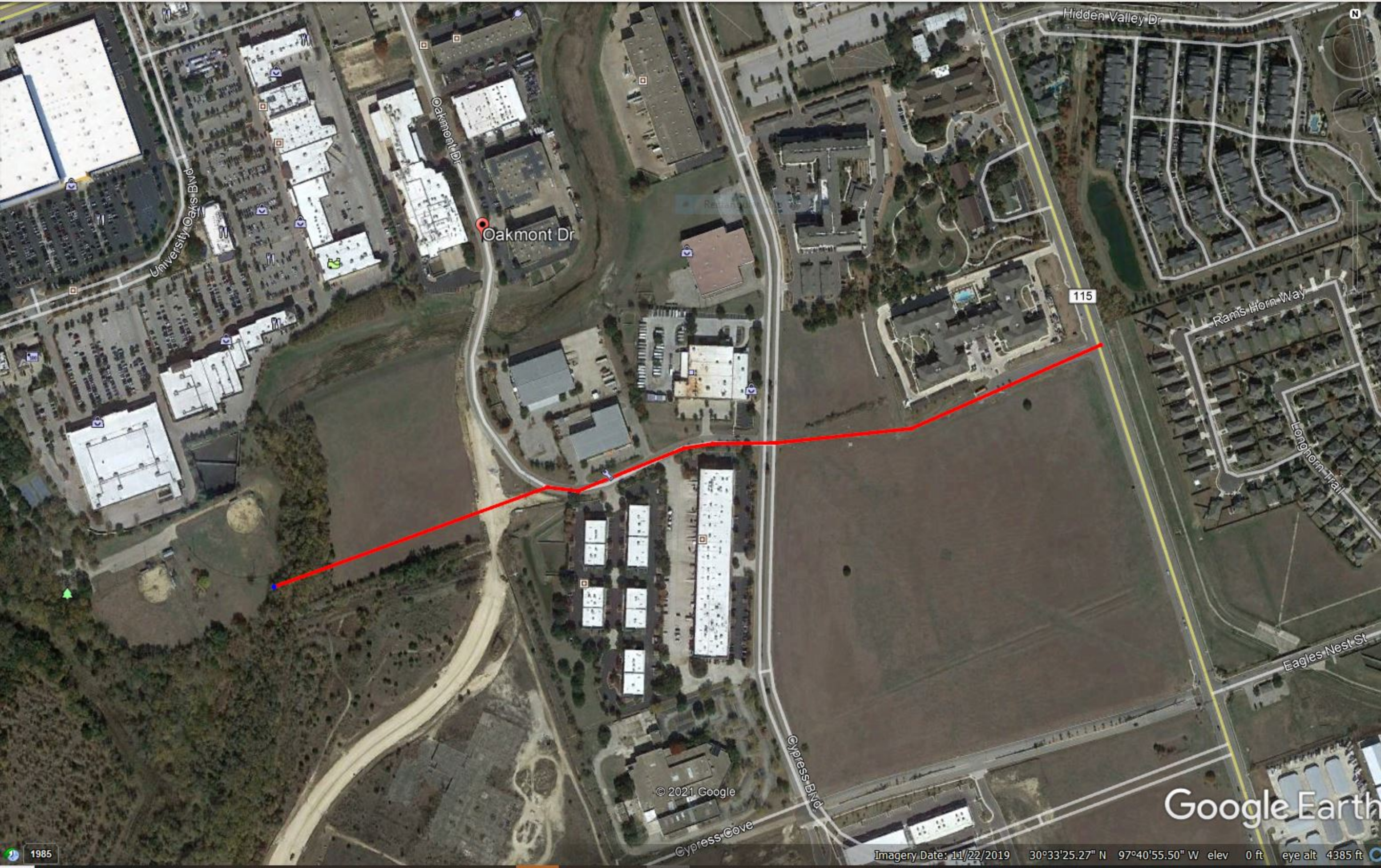


**Project Name: Oakmont Drive Extension**

### Quantity Adjustment Data

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
13	Lime Treat (subgrade)(12")	SY	-9,426	\$ 6.00	\$ (56,556.00)	(5)
14	Lime Treat (Plant mix)(TY B)(GR4)	TN	-588.33	\$ 140.00	\$ (82,366.20)	(5)
66	ELC SRV TY A 120/240 070	EA	-1	\$ 10,000.00	\$ (10,000.00)	(6)
33	Price Increase Storm Troopers SW AQ-1 10	EA	2	\$ 4,265.00	\$ 8,530.00	22
16	Price increase D-GR HMA (SQ) TY-C SAC-B PG70-22	TN	3647	\$ 5.22	\$ 19,035.00	49
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>TOTALS:</b>					<b>-\$121,357.20</b>	<b>55</b>





University Oaks Blvd

Oakmont Dr

Oakmont Dr

115

Rams Horn Way

Longhorn Trail

Eagles Nest St

Cypress Blvd

Cypress Cove

© 2021 Google

Google Earth

Imagery Date: 11/22/2019 30°33'25.27" N 97°40'55.50" W elev 0 ft eye alt 4385 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

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

Chasco Constructors  
Round Rock, TX United States

Certificate Number:  
2022-943186

Date Filed:  
10/11/2022

Date Acknowledged:

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

Chasco Constructors

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.

20127

Extend WL, Add drainage swales, Add concrete valley gutters, Revise street lights, delete lime treatment, Price increase storm troopers, asphalt, concrete, Add subgrade prep, Remove debris and tires

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	King, Charles	Round Rock, TX United States	X	
	Glace, Chuck	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Charles King, and my date of birth is [REDACTED].

My address is POBox 1057 RoundRock TX 78680 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 11<sup>th</sup> day of October, 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.**

Chasco Constructors  
Round Rock, TX United States

**Certificate Number:**  
2022-943186

**Date Filed:**  
10/11/2022

**Date Acknowledged:**  
10/19/2022

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

Chasco Constructors

**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.**

20127

Extend WL, Add drainage swales, Add concrete valley gutters, Revise street lights, delete lime treatment, Price increase storm troopers, asphalt, concrete, Add subgrade prep, Remove debris and tires

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	King, Charles	Round Rock, TX United States	X	
	Glace, Chuck	Round Rock, 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.8**

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with BGE, Inc. for the Red Bud Lane North Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$128,389.00

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

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

**Department:** Transportation

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### **Text of Legislative File 2022-339**

This project will upgrade an existing three-lane roadway to a new four-lane divided including: intersection, curb and gutter, and pedestrian improvements. Design should be completed in 2022 with construction to begin in 2023.

This supplemental No. 3 will add 1000 LF of Subsurface Utility Engineering (SUE) Quality Level B investigation to the project. This SUE work will then be used to determine any utility conflicts. This information will then feed into the utility design including waterline relocations. Also included in this Supplemental are Bid Phase Services and Construction Phase Services that will get the project through construction completion.

This supplemental No. 3 amounts to an additional \$128,389.00 to the contract. The addition of this contract adjustment brings the total contract price to \$1,304,501.02.

**Cost: \$128,389.00**

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



**RESOLUTION NO. R-2022-339**

**WHEREAS**, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with BGE, Inc. for the Red Bud Lane North Project, and

**WHEREAS**, BGE, Inc. has submitted Supplemental Contract No. 3 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

**WHEREAS**, the City Council desires to enter into said Supplemental Contract No. 3 with BGE, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 3 to the Contract with BGE, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



STATE OF TEXAS                       §  
COUNTY OF WILLIAMSON          §

**SUPPLEMENTAL CONTRACT NO. 3  
TO CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** BGE, INC. (“Engineer”)  
**ADDRESS:** 101 West Louis Henna Boulevard, Suite 400, Austin, TX 78728  
**PROJECT:** Red Bud Lane North

This Supplemental Contract No. 3 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and BGE, Inc., hereinafter called the “Engineer”.

**WHEREAS**, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 12th day of September, 2019 for the Red Bud Lane North Project in the amount of \$436,411.52; and

**WHEREAS**, the City and Engineer executed Supplemental Contract No. 1 on February 25, 2021 to amend the scope of services and to increase the compensation by \$689,788.50 to a total of \$1,126,200.02; and

**WHEREAS**, the City and Engineer executed Supplemental Contract No. 2 on May 26, 2022 to amend the scope of services and to increase the compensation by \$49,912.00 to a total of \$1,176,112.02; and

**WHEREAS**, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$128,389.00 to a total of \$1,304,501.02;

**NOW THEREFORE**, premises considered, the City and the Engineer agree that said Contract is amended as follows:

## I.

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

## II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$128,389.00 the lump sum amount payable under the Contract for a total of \$1,304,501.02, as shown by the attached Addendum to Exhibit D.



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

**BGE, INC.**

**By:** Eric Busker  
Eric Busker, Project Manager

09/26/2022  
**Date**



**CITY OF ROUND ROCK**

**APPROVED AS TO FORM:**

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

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

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



## **ADDENDUM TO EXHIBIT B**

### **Engineering Services**

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the development of construction plans for the widening and reconstruction of **Red Bud Lane from US 79 to Paloma Lake Blvd** and along CR 122 approximately 500' and along Old Settler's Road approximately 600LF. The project consists of reconstructing approximately 1.5 miles of the existing 3-lane roadway section to a 4-lane divided facility and adding a right turn lane on CR 122. This project involves surveying, geotechnical, environmental, public involvement, engineering analyses, and associated details necessary to produce **PS&E to a 100% design**.

The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Round Rock criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

### **RIGHT OF WAY DATA (Function Code 130)**

#### **1. Utility Coordination (Halff Associates, Inc.)**

- A. The Engineer shall perform Subsurface Utility Engineering (SUE) Quality Level B and A, Utility Coordination and Utility Engineering services for approximately thirteen (13) utilities as listed below on the Redbud Lane Project:
  - Grande – Line installed after initial field work performed
- B. The work to be performed by the Engineer under this contract shall consist of providing engineering services required for SUE Quality Level B and A, Utility Coordination and Utility Engineering on the Redbud Lane Project.
- C. Initiate one-call (811) and coordinate with utility companies. Halff will initiate utility companies to mark their lines. Markings will be surveyed by Inland Geodetics.
- D. These services include as-needed SUE, utility adjustment coordination, and utility engineering activities including obtaining record information on existing utilities from utility owners to identify all known existing public utilities, updating the Quality level C and D base map depicting the horizontal utility locations, updating and maintaining a Utility Conflict Matrix (UCM) and Utility Layout identifying potential known conflicts.
- E. **Subsurface Utility Engineering (SUE)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Quality Levels as follows.
  - i. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:



- **Quality Level D - Existing Records:** Utilities are plotted from review of available existing records.
- **Quality Level C - Surface Visible Feature Survey:** Quality level "D" information from existing records is combined with surveyed surface-visible features (performed by surveyor). Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- **Quality Level B - Designate:** Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways. **(11,000 LF of utilities estimated)**
- **Quality Level A - Locate (Test Hole):** Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes. Actual locations are tied to survey control (performed by surveyor). Incorporates quality levels B, C and D information to produce Quality Level A. **(up to thirty two (32) test holes)**

- F. **Utility Adjustment Coordination** including one (1) utility coordination meeting with the City of Round Rock and individual utility companies.
- i. The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Round Rock.
  - a. The Utility Coordinator shall coordinate all activities with the City of Round Rock, or their designee, and will be responsible for the following:
    - b. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.
    - c. The Utility Coordinator shall provide the City of Round Rock and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
    - d. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-



up of the utility facility locations that occupy the project area.

- e. The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts.

G. **Utility Engineering** including the identification of utility conflicts, coordination, compliance with City of Round Rock standards, and resolution of utility conflicts. The Engineer shall coordinate all activities with the City of Round Rock, or their designee, and will be responsible for the following:

- i. Existing Utility Layout: The Engineer shall maintain a utility layout in the latest version of AutoCAD Civil 3D used by the City of Round Rock. This layout shall include highlighted existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, if available, and make a determination of the following;
  - a. Facilities in conflict with the proposed project that are to be relocated.
  - b. Facilities to be abandoned in place.
  - c. Facilities to remain in service and in place.
  - d. The Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The Engineer shall coordinate this information with the City of Round Rock immediately upon discovery.
- ii. Meetings with Utility Companies: As required, to facilitate utility conflict identification and resolution, the Engineer shall:
  - a. Establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction.
  - b. Prepare and present, in collaboration with the City of Round Rock, instruction and orientation sessions as required. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and facilitate the preparation of work orders, billings, and contract related documentation as it pertains to utility adjustment work.
- iii. Review of Utility's Proposed Adjustments, the Engineer shall:
  - a. Evaluate Alternatives: The Utility Engineer shall evaluate alternatives in the adjustment of utilities balancing the needs of both the City of Round Rock and the Utility.
  - b. Review Estimates and Schedules: The Utility Engineer shall review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
  - c. Review Plans for compliance with City of Round Rock standards and proposed location data. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
  - d. Prepare a Signed and Sealed Proposed Utility Layout in the latest version of Micro Station used by the State that can be overlaid on the base file with drainage



**H. Deliverables:**

- i. Two (2) Proposed Utility Layouts (11"x17") signed and sealed by a Texas Professional Engineer
- ii. Two (2) sets of Test Hole Data Forms (8.5"x11") signed and sealed by a Texas Professional Engineer
- iii. Utility Contact List
- iv. Utility Conflict Matrix/Exhibit
- v. Notification Letters
- vi. Meeting Minutes for one (1) coordination meeting with the City of Round Rock and individual utility companies
- vii. Meeting Minutes for individual coordination meetings with the utility companies
- viii. AutoCAD Civil 3D electronic project files in US feet (2D) format

**UTILITIES DESIGN (Function Code 164)**

1. Based on the subsurface utility identification and a conflict matrix (by others) identifying existing water facilities that may be potential conflict with the proposed roadway improvements within the project's limits of construction.

**Water Infrastructure:**

- STA 29+18: Relocate approx. 100 lf of 16" WL and ARV vent. ARV to remain in place.
- STA 43+28: Relocate approx. 120 lf of 8" WL
- STA 48+22: Relocate approx. 120 lf of 8" WL
- STA 63+06: Relocate approx. 110 lf of 12" WL
- STA 63+06: Relocate approx. 130 lf of 8" WL
- STA 79+75 to 83+46: Relocate approx. 371 lf of 16" WL, FH, and Valves

**BID PHASE SERVICES (Function Code 170)**

- I. Project Manual Development – Prepare project manual utilizing front-end documents and specifications provided by City (TxDOT or COA can be used as needed) including bid items, contract, and special conditions.
- J. Provide bidding support services, including assistance with responding to bidder questions, attend pre-bid meeting, and prepare minutes.
- K. Prepare Responses to Bidders' questions.
- L. Tabulate, evaluate bids, and make apparent low bidder award recommendation

**CONSTRUCTION PHASE SUPPORT SERVICES (Function Code 309)**

- A. Engineer shall provide construction support services, including assistance with responding to contractor questions, attend pre-construction meeting, and prepare minutes.
- B. Assist City with Shop Drawing and material review and approval (**assume 16**



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**submittals)**

- C. Assist City with preparation of Change Orders, Alternate Design or Additional Design Details
- D. Respond to Questions related to the Plans - The Engineer shall be available to respond to questions related to the plans and specifications as needed throughout the duration of the construction. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the City for distribution to all involved parties. Estimate assumes no more than **ten (10)** Requests for Information.
- E. The Engineer representative to attend site visits as needed at the request of the City, estimated at **eight (8)** site visits, not included are visits to resolve E&O issues.
- F. The Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the construction site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of his work. The Engineer will not bear any responsibility or liability for defects or deficiencies of the contractor.



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

Attached Behind This Page







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

Attached Behind This Page



FC	DESCRIPTION	BGE	Half	Inland	TOTAL
FC 120	ENVIRONMENTAL	\$ -	\$ -	\$ -	\$ -
FC 130	ROW	\$ -	\$ -	\$ 7,870.00	\$ 7,870.00
	UTILITY COORDINATION	\$ -	\$ 14,775.00	\$ -	\$ 14,775.00
	GENERAL MANAGEMENT / COORDINATION	\$ -	\$ -	\$ -	\$ -
FC 145	FIELD SURVEYING	\$ -	\$ -	\$ -	\$ -
FC 150	ROADWAY DESIGN CONTROLS	\$ -	\$ -	\$ -	\$ -
FC 160	DRAINAGE	\$ -	\$ -	\$ -	\$ -
FC 161	SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION	\$ -	\$ -	\$ -	\$ -
FC 162	MISCELLANEOUS ROADWAY	\$ -	\$ -	\$ -	\$ -
FC 163	UTILITIES DESIGN	\$ 44,754.00	\$ -	\$ -	\$ 44,754.00
FC 164	BID PHASE SERVICES	\$ 22,648.00	\$ -	\$ -	\$ 22,648.00
FC 170	CONSTRUCTION PHASE SUPPORT SERVICES	\$ 38,342.00	\$ -	\$ -	\$ 38,342.00
FC 309	EXPENSES	\$0.00	\$ -	\$ -	\$ -
	TOTAL	\$105,744.00	\$14,775.00	\$7,870.00	\$128,389.00



## EXHIBIT D-3 - FEE SCHEDULE

**BGE, INC.**  
**PROJECT NAME: RED BUD NORTH**  
**FROM US 79 TO CR 117**

TASK DESCRIPTION													TOTAL LABOR HRS. & COSTS	
	Senior Project Mgr	Project Manager	Project Engineer	QC Manager	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	Total			
FC 120	ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT												0	\$0.00
FC 130	ROW IDENTIFICATION												0	\$0.00
FC 145	PROJECT MANAGEMENT												0	\$0.00
FC 150	BOUNDARY SURVEY REVIEW												0	\$0.00
FC 160	ROADWAY DESIGN CONTROLS												0	\$0.00
FC 161	DRAINAGE												0	\$0.00
FC 162	SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION												0	\$0.00
FC 163	MISCELLANEOUS (ROADWAY)												0	\$0.00
FC 164	UTILITIES DESIGN												332	\$44,754.00
	Planning and Coordination with the City													
	Overall Plan (1 Sheet)												10	8
	Demo Plan 1 Sheet)													3
	Valve Isolation Plan (1 Sheet)												5	8
	Overall sheet view (1 sheet)													2
	P&P for Crossings (5 sheets)												15	30
	P&P (79+75 to 83+46) (1 Sheet)												4	12
FC 170	QA / QC													14
	BID PHASE SERVICES													
	Project Manual Development												4	8
	Pre-bid meeting Attendance												2	2
	Respond to Bidders' Questions												4	12
	Bid Tabulation & Award												2	4
	Pre-construction Meeting Attendance												2	2
	Site Visits (8 ea)												16	16
FC 309	Shop Drawings/Submittals Review (16 ea)												4	16
	Change Orders Review and Processing												8	18
	Respond to Contractor Questions (RFIs) (10 ea)												8	12
	Project Walk-Thru/Close-out												4	4
													82	170
HOURS SUB-TOTALS														
CONTRACT RATE PER HOUR													\$225.00	\$174.00
TOTAL LABOR COSTS													\$18,450.00	\$14,616.00
SUBTOTAL														
													\$1,104.00	\$1,104.00
													\$102,390.00	\$105,744.00

FUNCTION CODE	TOTAL COSTS	TOTAL DIRECT EXPENSE	TOTAL LABOR COSTS	Senior Project Manager	Project Manager	Project Engineer	QC Manager	EIT	Senior Engineer Tech	Senior CADD Operator	Senior ENV	ENV Scientist	Admin/ Clerical	TOTAL MH BY FC
BGE	\$105,744.00	\$0.00	\$105,744.00	82	84	170	32	138	202	0	0	0	16	724
SUBTOTAL LABOR HOURS				82	84	170	32	138	202	0	0	0	16	724

OTHER DIRECT EXPENSES					
		QUANTITY	UNIT	RATE	TOTAL
	Mileage		mile	\$ 0.56	\$0.00
	GPS rental		day	\$ 45.00	\$0.00
	GeoSearch Radius Report		each	\$ 250.00	\$0.00
	Photocopies (11"x17")		each	\$ 0.10	\$0.00
	Photocopies BW (11" X 17")		each	\$ 0.20	\$0.00
	Photocopies Color (8 1/2" X 11")		each	\$ 0.75	\$0.00
	Photocopies Color (11" X 17")		each	\$ 1.25	\$0.00
	Large Format Plotting		SF	\$ 2.25	\$0.00
SUBTOTAL DIRECT EXPENSES					\$0.00

<b>SUMMARY</b>		
TOTAL LABOR COSTS		\$105,744.00
NON-SALARY (OTHER DIRECT EXPENSES)		\$0.00
<b>GRAND TOTAL</b>		<b>\$105,744.00</b>

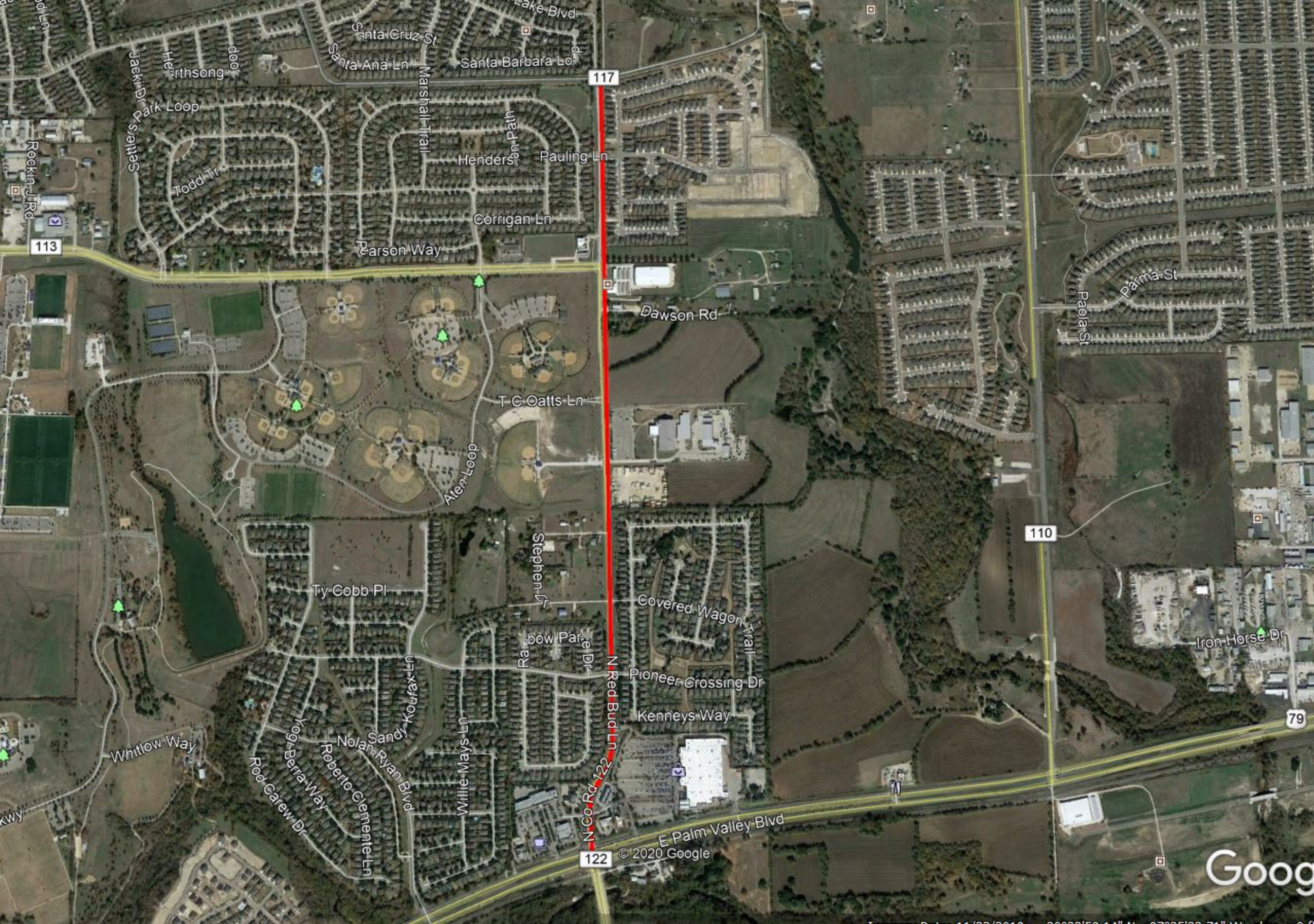












113

117

110

79

122

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Rockin' J Rd  
Settlers Park Loop  
Herthson  
Todd Tr  
Santa Cruz St  
Santa Ana Ln  
Marshall Trail  
Hendersen Path  
Pauling Ln  
Corrigan Ln  
Pearson Way  
Dawson Rd  
T C Oatts Ln  
Allen Loop  
Ty Cobb Pl  
Whitlow Way  
Rod Garew Dr  
Kogi Berra Way  
Roberto Clemente Ln  
Nolan Ryan Blvd  
Sandy Koufax Ln  
Willie Mays Ln  
Rainbow Park Dr  
Stephen Ln  
Covered Wagon Trail  
Pioneer Crossing Dr  
Kenneys Way  
E Palm Valley Blvd  
N Red Bud Ln  
N Co Rd 122

Lake Blvd  
Santa Barbara Loop  
Parma St  
Paola St  
Iron Horse Dr



# 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.**

BGE, Inc.  
Austin, TX United States

**Certificate Number:**  
2022-943362

**Date Filed:**  
10/11/2022

**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  
Supplemental #3- Red Bud North

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard, Lee	Houston, TX United States	X	
	Dillon, William	Frisco, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Heisch, Rodney	Houston, TX United States	X	

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

☐

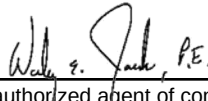
### 6 UNSWORN DECLARATION

My name is Wesley Jasek, and my date of birth is                     .

My address is 101 West Louis Henna Blvd, Suite 400, Austin, TX, 78728, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 11 day of October, 20 22.  
(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.**

BGE, Inc.  
Austin, TX United States

**Certificate Number:**  
2022-943362

**Date Filed:**  
10/11/2022

**Date Acknowledged:**  
10/13/2022

**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  
Supplemental #3- Red Bud North

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard, Lee	Houston, TX United States	X	
	Dillon, William	Frisco, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Heisch, Rodney	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:** H.9

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**Title:** Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Curtis & Michelle Rugely for the purchase of a 0.105 acre parcel required for construction of the proposed Red Bud South Roadway Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$95,215.00

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

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

**Department:** Transportation

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### **Text of Legislative File 2022-341**

The contract purchase price of \$95,215 (\$34,208 for land + \$61,007 for improvements/cure) is equal on the City's appraised value for the proposed acquisition. (Parcel 8)

**Cost:** \$95,215.00

**Source of Funds:** Round Rock Transportation and Economic Development Corporation (Type B)



**RESOLUTION NO. R-2022-341**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase 0.105 acres required for construction of the proposed Red Bud South Project (Parcel 8); and

**WHEREAS**, Curtis and Michelle Rugely, the owners of the Property, have agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Curtis and Michelle Rugely for the purchase of the above-described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

Red Bud (South) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CURTIS RUGELY a/k/a CURTIS RUGELY, SR. and MICHELLE MARIE RUGELY a/k/a MICHELLE RUGELY**, (referred to in this Contract as "Seller", whether one or more) and the **CITY OF ROUND ROCK, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

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

All of that certain 0.105 acre (4,561 square foot) tracts of land out of and situated in the Joseph Marshall Survey, Abstract No. 409 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**);

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

### **ARTICLE II PURCHASE PRICE**

#### Purchase Price and Additional Compensation

2.01. The Purchase Price for the fee simple interest in the Property shall be the sum of THIRTY-FOUR THOUSAND TWO HUNDRED EIGHT and 00/100 Dollars (\$34,208.00).

2.01.1. Additional Compensation for the purchase of any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller, shall be the sum of SIXTY-ONE THOUSAND SEVEN and 00/100 Dollars (\$61,007.00).

#### Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.



**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES**  
**OF SELLER**

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

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

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

4.02. The Property herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

**ARTICLE V**  
**CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before November 21, 2022, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").



Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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



#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

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

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

### **ARTICLE VI BREACH BY SELLER**

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

### **ARTICLE VII BREACH BY PURCHASER**

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



## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.



#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

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

#### Counterparts

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

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.



**SELLER:**

*Curtis Rugely Sr*  
Curtis Rugely Sr (Oct 5, 2022 13:44 CDT)

Curtis Rugely a/k/a  
Curtis Rugely, Sr.

Address: 1230 Red Bud Lane  
Round Rock, Texas 78664

*Michelle Marie Rugely*  
Michelle M Rugely (Oct 5, 2022 13:30 CDT)

Michelle Marie Rugely a/k/a  
Michelle Rugely

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Address: 221 E. Main Street  
Round Rock, Texas 78664

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



EXHIBIT A

County: Williamson  
Parcel : 8  
Project: Red Bud Lane

**PROPERTY DESCRIPTION FOR PARCEL 8**

DESCRIPTION OF A 0.105 ACRE (4,561 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT LOT 2 (1.9942 ACRE) IN THE MASON & RYLE SUBDIVISION RECORDED IN CABINET M, SLIDES 81-82 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN TO CURTIS RUGLEY, SR. AND MICHELLE RUGLEY RECORDED DOCUMENT NO. 2012043087 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 0.105 ACRE (4,561 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at an iron rod found, being the southwesterly corner of said Lot 2, same being an ell corner in the northerly line of Lot 1 of said subdivision;

THENCE, with the common boundary line of said Lot 1 and said Lot 2, N 87°29'26" E, for a distance of 410.76 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 66+43.51 (Grid Coordinates determined as N=10,160,211.85, E=3,152,897.93 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, **N 02°06'37" W**, for a distance of **200.85** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 68+44.37, in the common line of said Lot 1 and that called 5 acre tract (Tract 3) in the Independent Executors Deed to Obert Harold Behrens recorded in Document No. 2020082469 of the Official Public Records of Williamson County, Texas, and described in Volume 533, Page 339 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which an iron rod found in the southerly line of said 5 acre tract, being the northwesterly corner of said Lot 2 bears, **S 87°36'57" W**, for a distance of 411.54 feet;
- 2) **THENCE**, departing said proposed ROW line, with said common line **N 87°36'57" E**, for a distance of **22.27** feet to a calculated point in the existing westerly ROW line of said Red Bud Lane (ROW width varies), being the southeasterly corner of said 5 acre tract, for the northeasterly corner of said Lot 2 and of the herein described parcel;
- 3) **THENCE**, departing said 5 acre tract, with said existing ROW line, same being the easterly boundary line of said Lot 2, **S 02°21'48" E**, for a distance of **200.80** feet to calculated point, being the northeasterly corner of said Lot 1, for the southeasterly corner of said Lot 2 and of the herein described parcel;
- 4) **THENCE**, departing said existing ROW line, with the northerly boundary line of said Lot 1, being the southerly line of said Lot 2, **S 87°29'26" W**, at a distance of 0.67' pass an iron rod found and continuing for a total distance of **23.15** feet to the **POINT OF BEGINNING**, containing 0.105 acre (4,561 square feet) of land, more or less.



EXHIBIT A

County: Williamson  
Parcel : 8  
Project: Red Bud Lane

This property description is accompanied by a separate parcel plat.

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

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

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

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

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

**PRELIMINARY**  
This document shall not be  
recorded for any purpose.

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 8-RUGLEY\PARCEL 8.Doc.



$$\begin{array}{r} 87.3657^{\circ}\text{W} \quad 41.54^{\circ} \\ \hline (89.4553^{\circ}\text{E} \quad 432.31^{\circ}) \end{array}$$

STA. 68+44.37  
53.50' LT

JOSEPH MARSHALL SURVEY  
ABSTRACT NO. 409

CURTIS RUGLEY, SR.  
AND MICHELLE RUGLEY  
DOC. NO. 2012043087  
O.P.R.W.C.T.

LOT 2  
(1.9942 AC.)

MASON & RYLE  
SUBDIVISION  
CAB. M, SLIDE 81-82  
P.R.W.C.T.

P.O.R.

Block

LOT 1  
(3.1066 AC.)

(N89°46'32"E 433.07')  
N87°29'26"E 410.76'

P.O.B. PER PLA  
STA. 66+43.51 —  
53.50' LT  
GRID COORDINATES:  
N=10,160,211.85  
E=3,152,897.93

15' PUBL  
UTILITY EAS  
PER PLA

4,561 SQ. FT.

N02°06'37"W	200.85'
-------------	---------

502°21'48"E	200.80'	EXISTING	R.O.W.
-------------	---------	----------	--------

### ENGINEER'S BASELINE

OSTENSIBLE SURVEY LINE

RED BUD LANE  
(A. K. A. COUNTY ROAD 122)  
(R. O. W. WIDTH VARIES)

EXISTING R.O.W.

NO.	DIRECTION	DISTANCE
L1	N87°36'57"E	22.27'
L2	S87°29'26"W	23.15'

PARCEL PLAT SHOWING PROPERTY OF  
CURTIS RUGLEY, SR.  
AND MICHELLE RUGLEY

06/22/2022

**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX 78661  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 60'

PROJECT  
RED BUD LANE

COUNTY  
WILLIAMSON

PARCEL 8  
0.105 AC.  
4,561 SQ. FT.



EXHIBIT " " PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	1/2" IRON PIPE FOUND UNLESS NOTED	—	LINE BREAK
▲	60D NAIL FOUND	P.O.B.	POINT OF BEGINNING
○	IRON ROD WITH ALUMINUM CAP	P.O.R.	POINT OF REFERENCE
⊙	STAMPED "CORR ROW 4933" SET	( )	RECORD INFORMATION
⊗	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS
●	1/2" IRON ROD FOUND	WILLIAMSON COUNTY, TEXAS	WILLIAMSON COUNTY, TEXAS
⊕	COTTON GIN SPINDLE FOUND	D.R.W.C.T.	DEED RECORDS
X	X CUT IN CONCRETE FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
Δ	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL RECORDS
ℙ	PROPERTY LINE		WILLIAMSON COUNTY, TEXAS
↔	DENOTES COMMON OWNERSHIP		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

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

**PRELIMINARY**  
 This document shall not be  
 recorded for any purpose.

06/22/2022



**INLAND  
 GEODETICS, LLC**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD, STE 103  
 ROUND ROCK, TX, 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**CURTIS RUGLEY, SR.  
 AND MICHELLE RUGLEY**

SCALE  
 1" = 60'

PROJECT  
 RED BUD LANE

COUNTY  
 WILLIAMSON

PARCEL 8  
 0.105 AC.  
 4,561 SQ. FT.  
 PAGE 3 OF 3



# EXHIBIT "B"

## DEED

Red Bud Lane (South) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

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

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

All of that certain 0.105 acre (4,561 square foot) tract of land out of and situated in the Joseph Marshall Survey, Abstract No. 409 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**).

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

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

Visible and apparent easements not appearing of record;

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

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



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and related appurtenances.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*



**GRANTOR:**

\_\_\_\_\_  
Curtis Rugely a/k/a  
Curtis Rugely, Sr.

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Curtis Rugely a/k/a Curtis Rugely, Sr., in the capacity and for the purposes and consideration recited therein.

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



**GRANTOR:**

\_\_\_\_\_  
Michelle Marie Rugely a/k/a  
Michelle Rugely

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Michelle Marie Rugely a/k/a Michelle Rugely, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

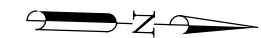
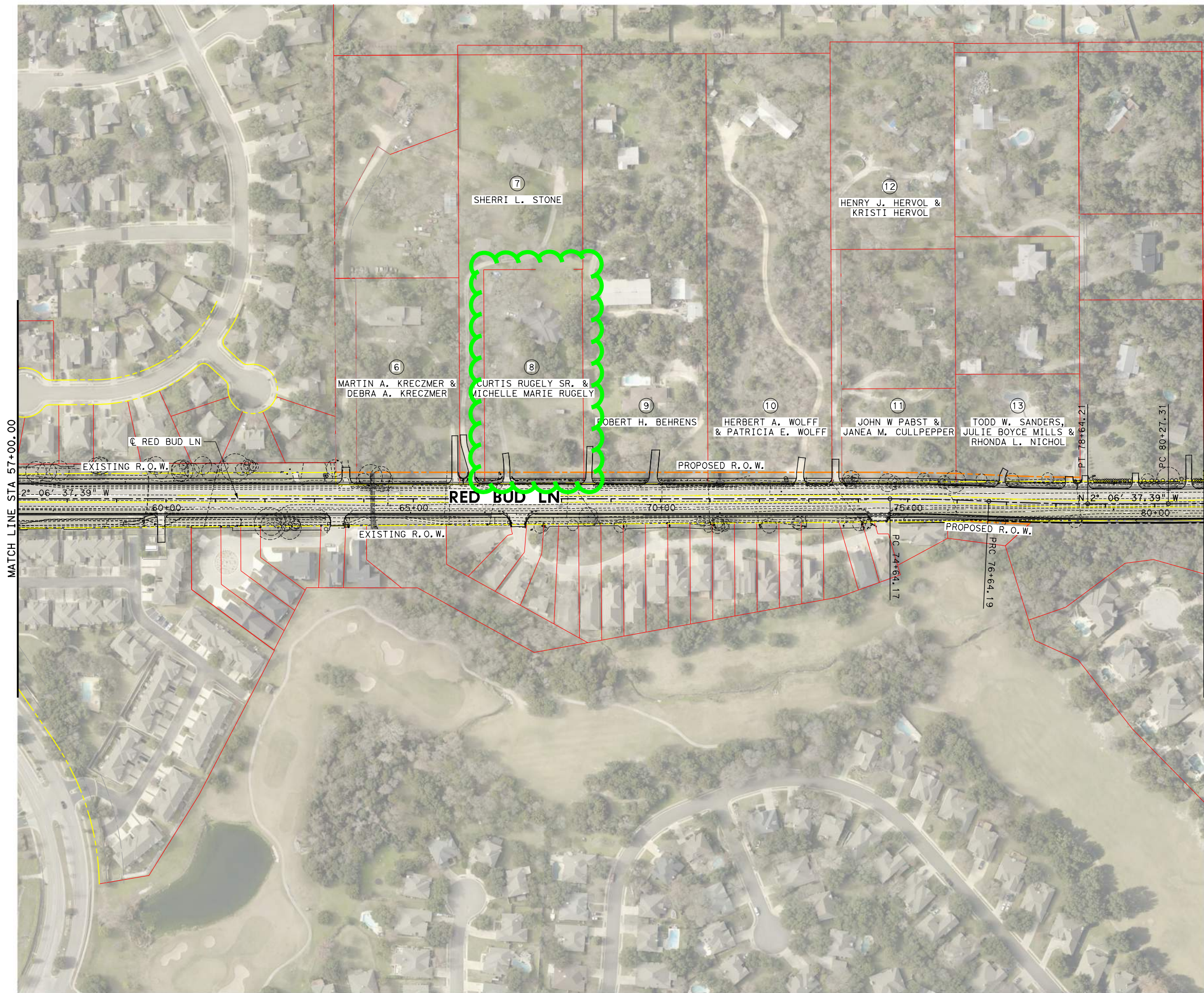
**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**



1/13/2022  
5:28:12 PM  
I:\2601\2101\CADD\SHEETS\00-Schematic - Exhibits\RB\*Parcel Maps\*03.dgn



0' 100' 200'  
SCALE IN FEET

### LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

**PRELIMINARY**

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING  
OR PERMITTING



**LJA Engineering, Inc.**  
FRN - F-1388

RED BUD LANE  
PARCEL MAPS

STA 57+00 TO STA 81+00



# EXHIBIT " " PLAT TO ACCOMPANY PARCEL DESCRIPTION

OBERT HAROLD BEHRENS  
5 ACRES  
(TRACT 3)  
DOC. 2020082469  
O.P.R.W.C.T.  
DESCRIBED IN  
VOL. 533, PG. 339  
O.R.W.C.T.

JOSEPH MARSHALL SURVEY  
ABSTRACT NO. 409

CURTIS RUGLEY, SR.  
AND MICHELLE RUGLEY  
DOC. NO. 2012043087  
O.P.R.W.C.T.

MASON & RYLE  
SUBDIVISION  
CAB. M. SLIDE 81-82  
P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N87°36'57"E	22.27'
L2	S87°29'26"W	23.15'

LOT 1  
(3.1066 AC.)

(N89°46'32"E 433.07')  
(N87°29'26"E 410.76')

P.O.B.  
STA. 66+43.51  
53.50' LT  
GRID COORDINATES:  
N=10,160,211.85  
E=3,152,897.93

15' PUBLIC  
UTILITY EASEMENT  
PER PLAT

0.105 AC.  
4,561 SQ. FT.

N02°06'37"W 200.85'

PROPOSED R.O.W.

S02°21'48"E 200.80' EXISTING R.O.W.

ENGINEER'S BASELINE

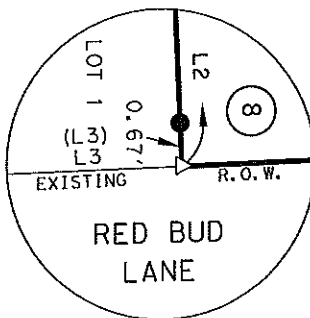
OSTENSIBLE SURVEY LINE

RED BUD LANE  
(A.K.A. COUNTY ROAD 122)  
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

BLOCK "A"

P.O.R.



DETAIL "A"  
N.T.S.

S87°36'57"W 411.54'  
(N89°45'53"E 432.31')

STA. 68+44.37  
53.50' LT

0.0061 ACRE  
PER PLAT

SEE  
DETAIL  
"B"



SCALE  
1" = 60'

PROJECT  
RED BUD LANE

COUNTY  
WILLIAMSON

PARCEL 8  
0.105 AC.  
4,561 SQ. FT.

PARCEL PLAT SHOWING PROPERTY OF  
CURTIS RUGLEY, SR.  
AND MICHELLE RUGLEY

06/22/2022

PAGE 3 OF 3





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.10**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Texas Properties, LLC for the purchase of a 0.075 acre parcel required for construction of the proposed Red Bud South Roadway Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$94,382.00

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

**Attachments:** Resolution, Exhibit A, Maps

**Department:** Transportation

---

### **Text of Legislative File 2022-335**

The contract purchase price of \$94,382 (\$61,406 for land + \$32,976 for improvements/cure) is equal on the City's appraised value for the proposed acquisition. (Parcel 2)

**Cost:** \$94,382.00

**Source of Funds:** Round Rock Transportation and Economic Development Corporation (Type B)



**RESOLUTION NO. R-2022-335**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase 0.075 acres required for construction of the proposed Red Bud South Project (Parcel 2); and

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Texas Properties, LLC for the purchase of the above-described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**

**"A"**

**REAL ESTATE CONTRACT**

Red Bud (South) Right of Way

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

**ARTICLE I  
PURCHASE AND SALE**

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

All of that certain 0.075 acre (3,275 square foot) tracts of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**);

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

**ARTICLE II  
PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of NINETY-FOUR THOUSAND THREE HUNDRED EIGHTY-TWO and 00/100 Dollars (\$94,382.00).

**Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.



**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

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

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before October 31, 2022, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").



### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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



### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

### Closing Costs

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

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

## **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

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



## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.



#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

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

#### Counterparts

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

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 31, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.



**SELLER:**

TEXAS PROPERTIES, LLC

By: Gary Avants  
Gary Avants (Sep 20, 2022 16:04 EDT)

Address: 1090 Founders Blvd, Suite D

Name: Gary Avants

Athens, Georgia 30606

Its: President

Date: Sep 20, 2022

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Address: 221 E. Main Street  
Round Rock, Texas 78664

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



County: Williamson  
Parcel : 2  
Project: Red Bud Lane

**PROPERTY DESCRIPTION FOR PARCEL 2**

DESCRIPTION OF A 0.075 ACRE (3,275 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 3 OF THE STONECREST RETAIL SUBDIVISION RECORDED IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS (P.R.W.C.T.) DESCRIBED IN SPECIAL WARRANTY DEED TO 3DC RED BUD LANE, LLC RECORDED IN DOCUMENT NO. 2021077381 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.075 ACRE (3,275 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at an "X" cut in concrete found, being the northwesterly corner of Lot 4 of said subdivision, same being the northeasterly corner of Lot 5 of said subdivision and an angle point in the southerly boundary line of Lot 2 of said subdivision;

THENCE, with the northerly boundary line of said Lot 4, same being in part the southerly boundary line of said Lot 2, and said Lot 3, N 87°10'27" E, at a distance of 195.94 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set and continuing for a total distance of 204.94 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set (Grid Coordinates determined as N=10,155,305.23, E=3,153,078.59 TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said Lot 4, with said proposed ROW line, through the interior of said Lot 3, N 02°27'42" W, for a distance of 225.00 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set, in the common boundary line of said Lot 2 and said Lot 3, for the northwesterly corner of the herein described parcel and from which a capped iron rod with cap stamped "Spoooner-5922" found bears S 86°56'26" W, at a distance of 12.57 feet;
- 2) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 2 and said Lot 3, N 86°56'26" E, for a distance of 14.33 feet to a mag nail stamped "Forest 1847" found in the existing westerly ROW line of Red Bud Lane (ROW width varies), being the southeasterly corner of said Lot 2, same being the northeasterly corner of said Lot 3, for the northeasterly corner of the herein described parcel;
- 3) **THENCE**, with the easterly boundary line of said Lot 3, same being said existing westerly ROW line, S 02°34'33" E, for a distance of 225.06 feet to mag nail stamped "Forest 1847" found, being the common corner of said Lot 4 and said Lot 3, for the southeasterly corner of the herein described parcel;
- 4) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 3 and Lot 4, S 87°10'27" W, for a distance of 14.78 feet to the **POINT OF BEGINNING**, containing 0.075 acre (3,275 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

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

**PRELIMINARY**  
This document shall not be  
recorded for any purpose.



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N87°10'27"E	9.00'
L2	S86°56'26"W	12.57'
L3	N86°56'26"E	14.33'
L4	S87°10'27"W	14.78'
(L5)	(N89°02'35"E)	(27.23')

SAMUEL JENKINS SURVEY  
ABSTRACT NO. 347

BLOCK "A"

3DC RED BUD LANE, LLC  
DOC. NO. 2021077381  
O.P.R.W.C.T.

LOT 3  
(0.958 AC.)

STONECREST RETAIL  
SUBDIVISION  
CAB. V, SLIDE 360-361  
P.R.W.C.T.

②  
0.075 AC.  
3,275 SQ. FT.

P.O.B.  
GRID COORDINATES:  
N=10,155,305.23  
E=3,153,078.59

LOT 5  
(0.798 AC.)

P.O.R.

(N89°13'21"E 188.51')  
N87°10'27"E 204.94'  
(N89°13'21"E 219.73')

LOT 4

"SPOONER 5922"

PROPOSED R.O.W.

N02°27'42"W 225.00'

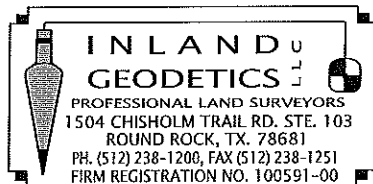
EXISTING R.O.W.

S02°34'33"E 225.06'  
(S00°30'14"E 225.00')

OSTENSIBLE SURVEY LINE

RED BUD LANE  
(A.K.A. COUNTY ROAD 122)  
(R.O.W. WIDTH VARIES)

05/13/2022



PARCEL PLAT SHOWING PROPERTY OF

3DC RED BUD LANE, LLC

PARCEL 2  
0.075 ACRES  
3,275 Sq. Ft.

SCALE  
1" = 60'

PROJECT  
COUNTY ROAD 122 (REDBUD LANE)



COUNTY  
WILLIAMSON

PAGE 2 OF 3



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

▲	MAG NAIL STAMPED "FOREST 1847" FOUND		LINE BREAK
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
⊗	COTTON GIN SPINDLE FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

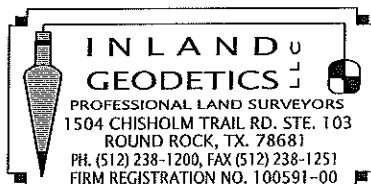
2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT  
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED  
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT  
SUPERVISION.

**PRELIMINARY**  
This document shall not be  
recorded for any purpose.

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

05/13/2022



PARCEL PLAT SHOWING PROPERTY OF

3DC RED BUD LANE, LLC

PARCEL 2  
0.075 ACRES  
3,275 Sq. Ft.

SCALE  
1" = 60'

PROJECT  
COUNTY ROAD 122 (REDBUD LANE)

COUNTY  
WILLIAMSON

PAGE 3 OF 3



# EXHIBIT "B"

## DEED

Red Bud Lane (South) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

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

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

All of that certain 0.075 acre (3,275 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**).

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

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

Visible and apparent easements not appearing of record;

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

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



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road/Red Bud Lane.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*



**GRANTOR:**

TEXAS PROPERTIES, LLC

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

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

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**



# TXPROP(2)--contract for red bud south r.o.w.

Final Audit Report

2022-09-20

Created:	2022-09-20
By:	Lisa Dworaczyk (lisad@scrllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASGJDP2XH88MvP0vUt_A4J3ACGtSYWMuw

## "TXPROP(2)--contract for red bud south r.o.w." History



Document created by Lisa Dworaczyk (lisad@scrllaw.com)

2022-09-20 - 7:59:31 PM GMT- IP address: 67.79.201.226



Document emailed to garya@avantsmgmt.com for signature

2022-09-20 - 8:00:41 PM GMT



Email viewed by garya@avantsmgmt.com

2022-09-20 - 8:02:25 PM GMT- IP address: 47.48.251.246



Signer garya@avantsmgmt.com entered name at signing as Gary Avants

2022-09-20 - 8:04:27 PM GMT- IP address: 47.48.251.246



Document e-signed by Gary Avants (garya@avantsmgmt.com)

Signature Date: 2022-09-20 - 8:04:29 PM GMT - Time Source: server- IP address: 47.48.251.246



Agreement completed.

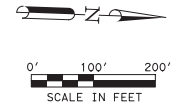
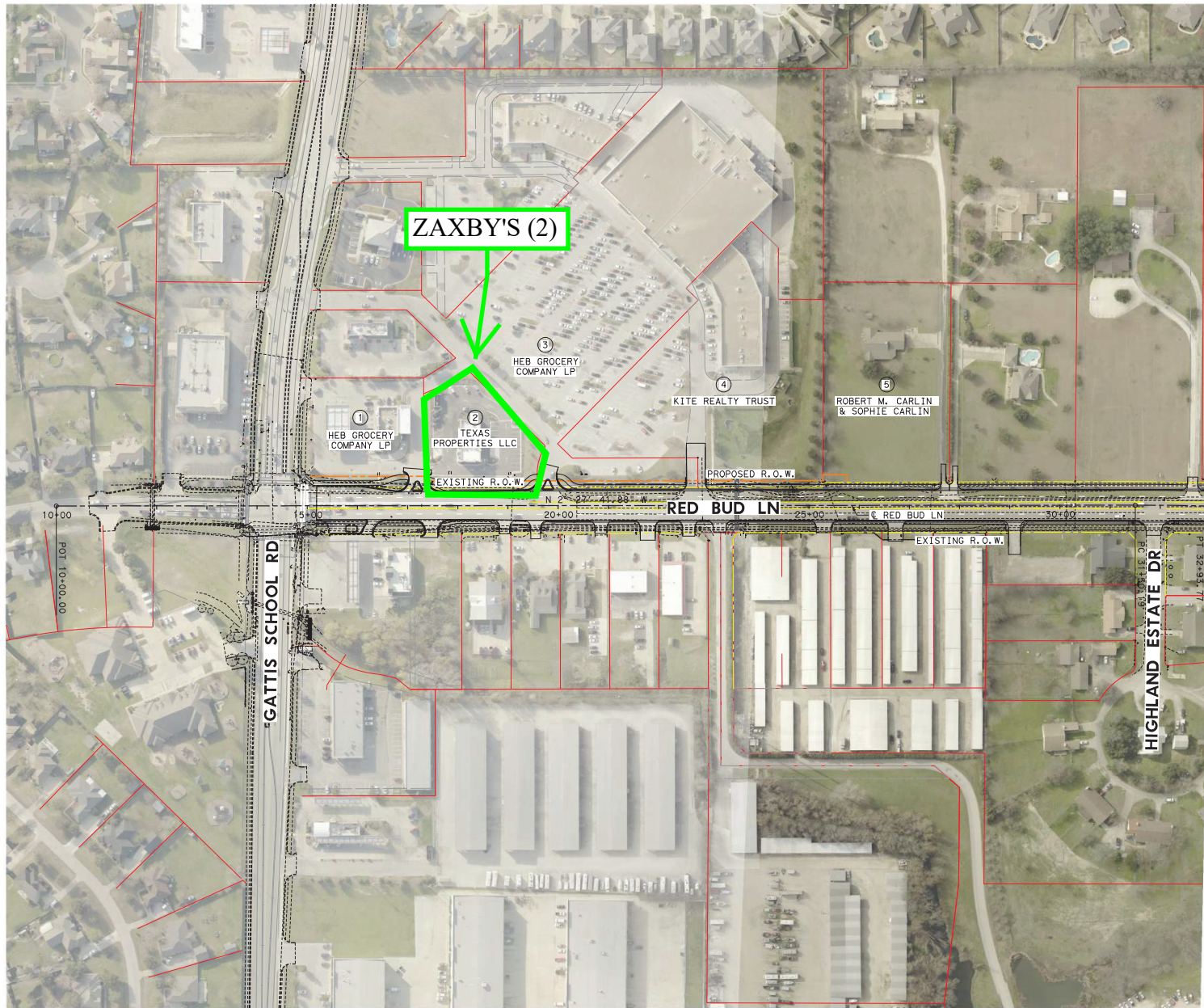
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Adobe Acrobat Sign



1/13/2022  
5:23:51 PM  
I:\2601\2101\CAD\DWG\00-Schematic - Exhibits\RB\*Parcel Maps\01.dgn



#### LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

#### PRELIMINARY

SUBMITTED FOR REVIEW  
BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING  
OR PERMITTING



**LJA Engineering, Inc.**   
FRN-F-1386

RED BUD LANE  
PARCEL MAPS

BEGIN TO STA 33+00

SCALE: 1"=200' SHEET 1 OF 5

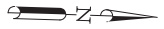


# ZAXBY'S(2)

②

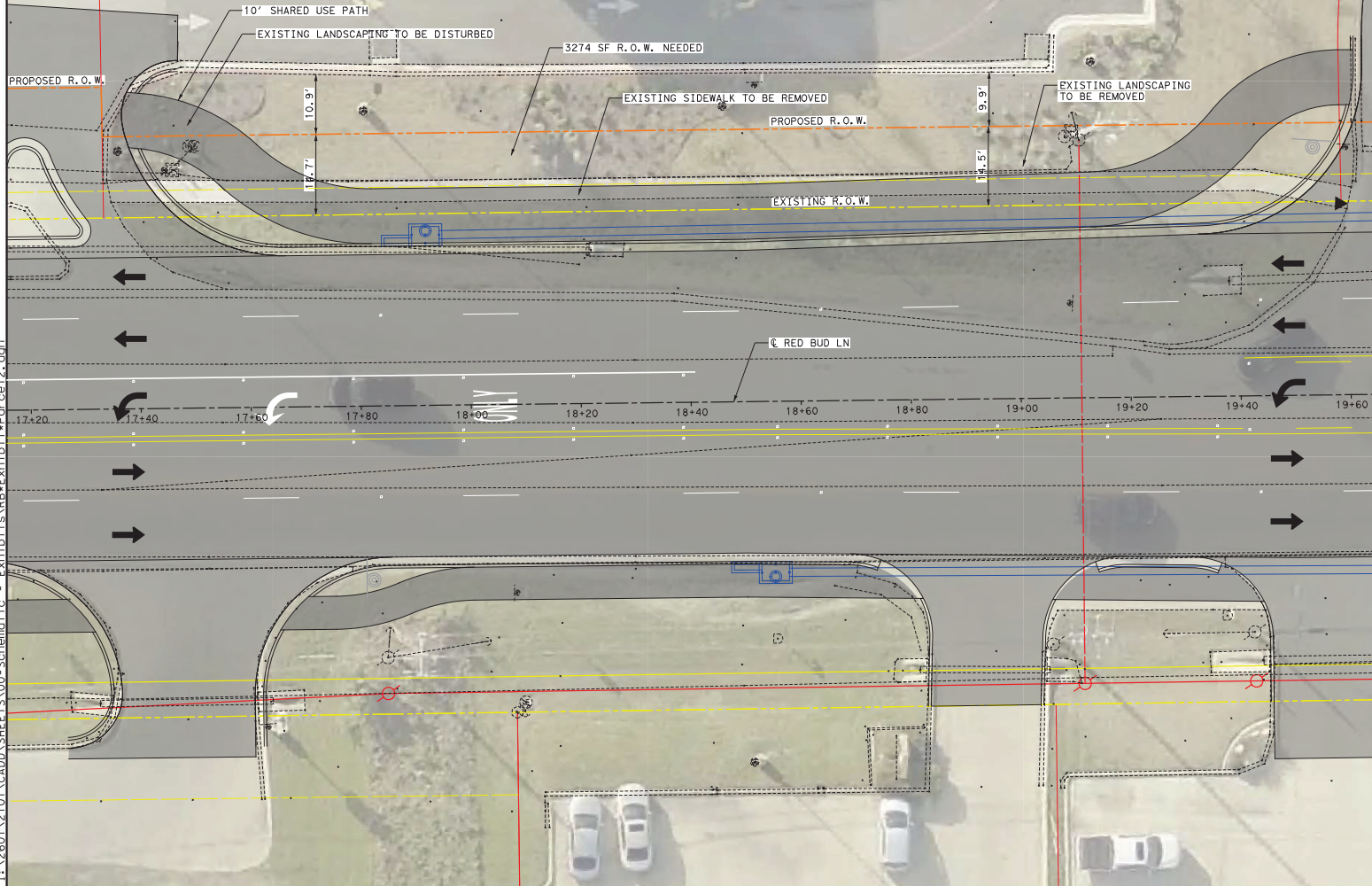
3DC RED BUD LANE, LLC  
DOC. No. 2015012289  
O.P.R.W.C.T.

0' 10' 20'  
SCALE IN FEET



## LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY



## PRELIMINARY

SUBMITTED FOR REVIEW  
BY DEREK T. BOHLS P.E. # 103424

DATE 7/1/2022

NOT FOR CONSTRUCTION, BIDDING  
OR PERMITTING



**LJA Engineering, Inc.**   
FRN-F-1388

PARCEL 2 R.O.W. EXHIBIT  
RED BUD LANE

SCALE: 20':1"

SHEET 2 OF 3

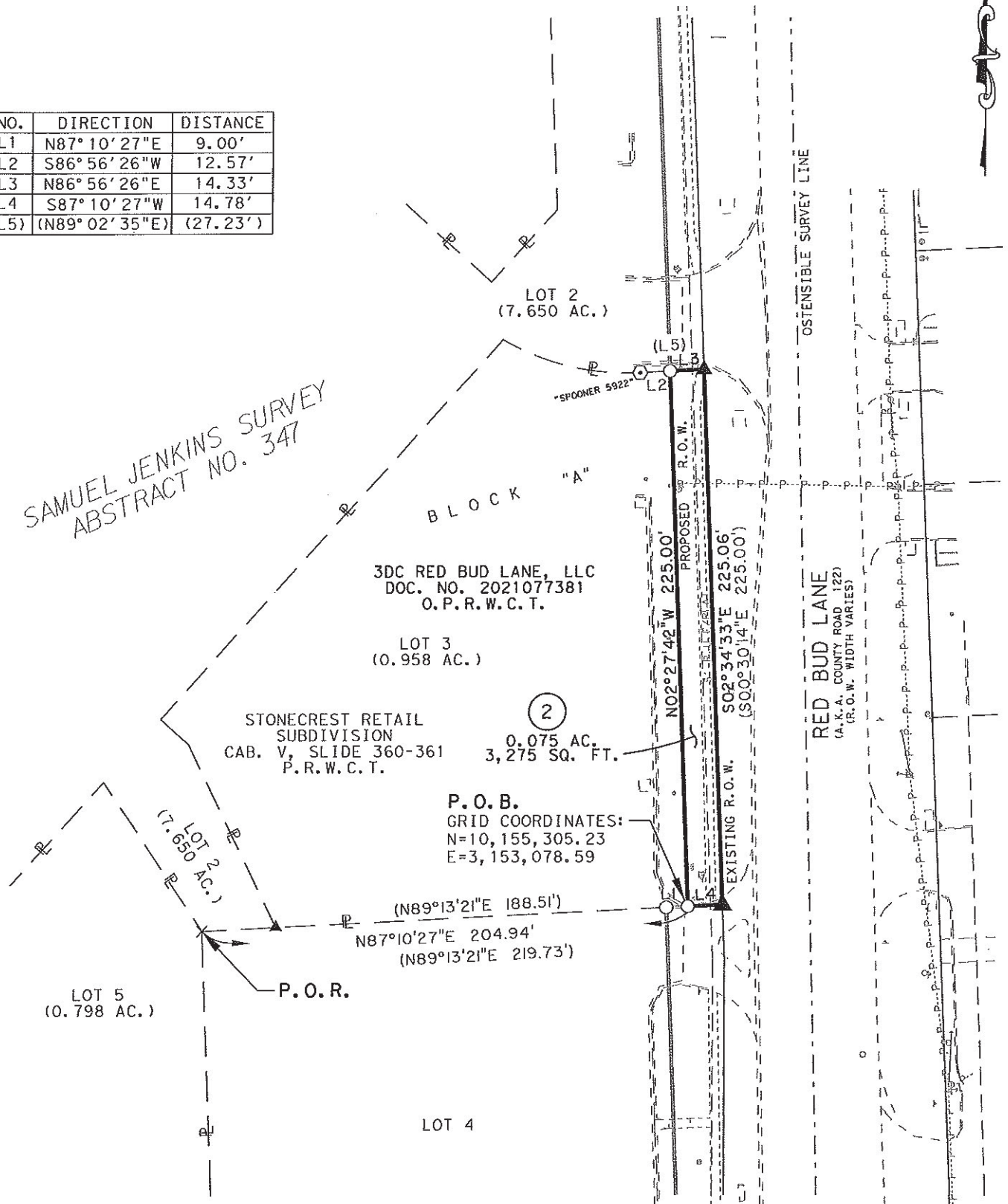
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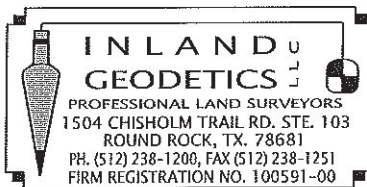
EXHIBIT " "   
**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

NO.	DIRECTION	DISTANCE
L1	N87°10'27"E	9.00'
L2	S86°56'26"W	12.57'
L3	N86°56'26"E	14.33'
L4	S87°10'27"W	14.78'
(L5)	(N89°02'35"E)	(27.23')

SAMUEL JENKINS SURVEY  
 ABSTRACT NO. 347



05/13/2022



PARCEL PLAT SHOWING PROPERTY OF  
**3DC RED BUD LANE, LLC**

**PARCEL 2**  
 0.075 ACRES  
 3,275 Sq. Ft.

SCALE  
 1" = 60'

PROJECT  
 COUNTY ROAD 122 (REDBUD LANE)

COUNTY  
 WILLIAMSON

PAGE 2 OF 3





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.11**

---

**Title:** Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Alpha Paving Industries, LLC for the 2021 SMP B - Round Rock West & South Creek Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, 2021 SMP B Map, Form 1295

**Department:** Transportation

---

### **Text of Legislative File 2022-336**

The 2021 SMP Project B program provides for asphalt overlay with concrete repairs for needed sidewalk, curb/gutter, and driveway approaches throughout the Round Rock West and South Creek neighborhoods.

Quantity Adjustment No 1 documents under runs on the project from when the utility department identified sewer line repair within the project limits. The lines were inspected with cameras which identified lines with siphons that needed to be fixed following TCEQ guidelines. This was a routine TCEQ inspection that identified these lines for work. Work on the streets identified for these utility fixes were then removed from the list of roads for the 2021 SMP work. This decision saved the project from completing the asphalt work and then turning around and demolishing for the utility work. It was agreed the utility department would complete their repairs and then repave the roads.

The removals to the project amounted to a savings of \$511,109.08.

**Cost: (\$511,109.08)**

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



**RESOLUTION NO. R-2022-336**

**WHEREAS**, the City of Round Rock has previously entered into a contract (“Contract”) with Alpha Paving Industries, LLC for the 2021 SMP B - Round Rock West and South Creek 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 Alpha Paving Industries, LLC for the 2021 SMP B - Round Rock West and South Creek 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



EXHIBIT  
"A"



Contract Quantity Adjustment/Change Order

rev, 01/16

Department: Transportation Department

Project Name: 2021 SMP Project B - Residential Type-F Overlay Date: 9/21/22

City Project ID Number \_\_\_\_\_ Change Order/Quantity Adjustment No. 1

Vendor Alpha Paving Industries LLC PO Box 6565 Round Rock, TX 78683 512-677-9001  
Company Name Address Phone No.

Justification

SUMMARY

	Amount	% Change
Original Contract Price:	\$4,903,379.48	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	-\$511,109.08	
Total Quantity Adjustment(s):	-\$511,109.08	
Total Contract Price with Quantity Adjustment(s):	\$4,392,270.40	
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)]:	\$4,392,270.40	
Difference between Original and Adjusted Contract Prices:	-\$511,109.08	
Original Contract Time:	120	
Time Adjustment by previous Quan. Adj./Change Order:		
Time Adjustment by this Quan. Adj./Change Order:	30	
New Contract Time:	150	

Submitted for Approval

Prepared By: Manny Trinidad Manny Trinidad 9/21/22  
Signature Printed Name, Title, Company Date

Approvals

Contractor: Manny Trinidad Alpha Paving Industries LLC 9/22/22  
Signature Printed Name, Title, Company Date

City Project Manager: Dawn Scheel Dawn Scheel, PE Project Mgr 9/22/22  
Signature Printed Name, Title Date

Mayor/City Manager \_\_\_\_\_  
Signature Printed Name, Title Date



## Project Name: 2021 SMP Project B - Residential Type-F Overlay

1

[illegible]

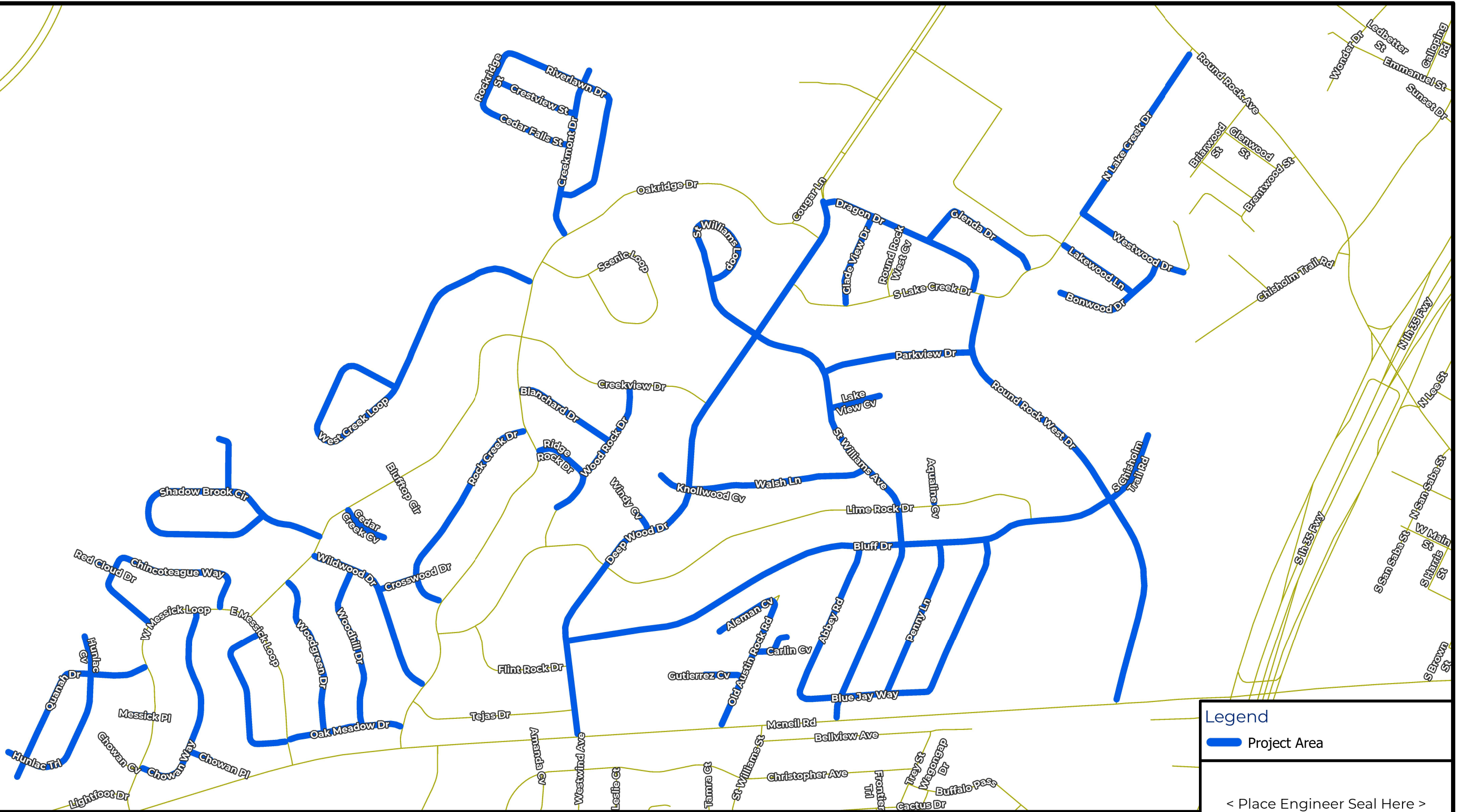


Project Name: 2021 SMP Project B - Residential Type-F Overlay

### Quantity Adjustment Data

[illegible]

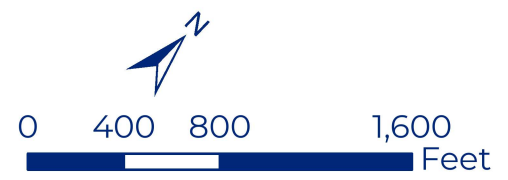




Legend

Project Area

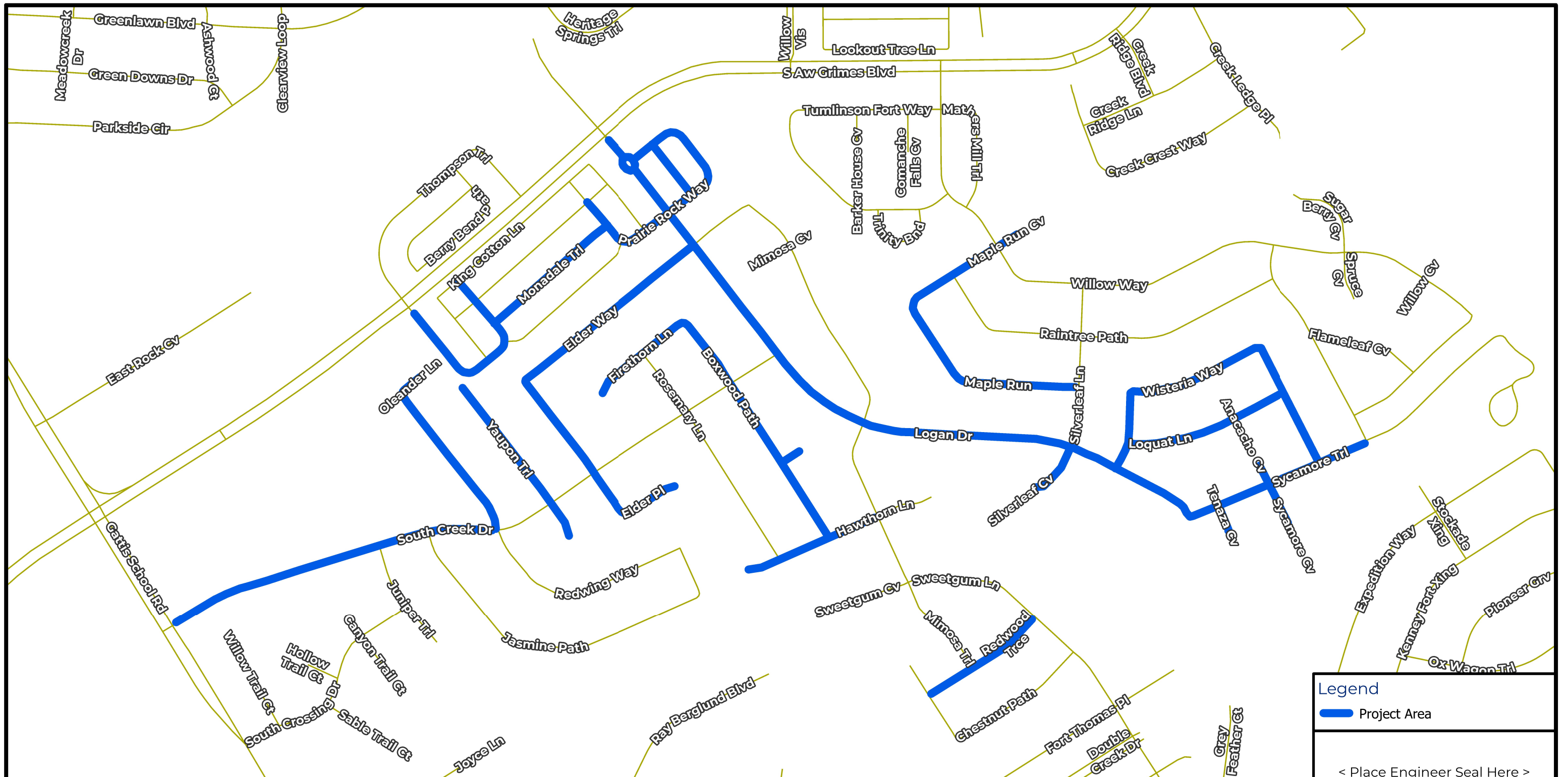
< Place Engineer Seal Here >



# 2021 STREET MAINTENANCE PROGRAM

ROUND ROCK WEST





Legend

 Project Area

< Place Engineer Seal Here >



# 2021 STREET MAINTENANCE PROGRAM

SOUTH CREEK

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.**

ALPHA PAVING INDUSTRIES LLC  
Round Rock, TX United States

**Certificate Number:**  
2022-942859

**Date Filed:**  
10/10/2022

**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 2021 SMP B Project  
2021 SMP B Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alpha Paving Industries LLC	Round Rock, TX United States	X	

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

My name is Manuel Trinidad, and my date of birth is                     .

My address is 15 Roundville Lane, Suite 100, Round Rock, TX, 78664, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 10th day of October, 2022.  
(month) (year)

Manny Trinidad  
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.**

ALPHA PAVING INDUSTRIES LLC  
Round Rock, TX United States

**Certificate Number:**  
2022-942859

**Date Filed:**  
10/10/2022

**Date Acknowledged:**  
10/13/2022

**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 2021 SMP B Project  
2021 SMP B Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alpha Paving Industries LLC	Round Rock, 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.12**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with David Walther for transportation operations consulting services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$422,500.00

**Indexes:** General Fund

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

**Department:** Transportation

---

### **Text of Legislative File 2022-337**

David Walther provides Transportation Operations support for Traffic Signal operations, street lighting, cityworks, regional incident management coordination, and other special projects.

This contract is a not to exceed contract with a maximum amount payable of \$422,500. The contract time shall be a 60 month (5-year) contract. It is anticipated that Mr. Walther will not exceed 1,300 hours annually at the \$65.00/hr rate.

**Cost: \$422,500.00**

**Source of Funds: General Fund**



**RESOLUTION NO. R-2022-337**

**WHEREAS**, the City of Round Rock (“City”) desires to retain consulting services in connection with transportation operations and new traffic signal projects; and

**WHEREAS**, David Walther has submitted an Agreement for Consulting Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said agreement with David Walther, 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 Transportation Operations Consulting Services with David Walther, 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



# EXHIBIT

## "A"

### **CITY OF ROUND ROCK AGREEMENT FOR TRANSPORTATION OPERATIONS CONSULTINGS SERVICES WITH DAVID WALTHER**

THIS AGREEMENT for Transportation Operations Consultant Services (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (hereinafter referred to as "City"), and David Walther (hereinafter referred to as "Consultant").

#### **RECITALS:**

**WHEREAS**, City desires to contract for Consultant's assistance in providing advisory services in connection with transportation operations and new traffic signal projects; and

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

#### **NOW, THEREFORE, WITNESSETH:**

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

#### **1.01 EFFECTIVE DATE, DURATION, AND TERM**

- A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto ("effective date"), 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.

#### **1.02 SCOPE OF WORK**

The Consultant shall satisfactorily provide the services set forth in the attached Exhibit "A," "Scope of Work." Consultant shall satisfactorily provide all services and deliverables in a professional and workmanlike manner. Consultant's undertakings shall be limited to performing services for the City and/or advising the City concerning those matters on which Consultant has been specifically engaged.

#### **1.03 CONSULTING FEE**

- A. The consulting fee shall be **Sixty-Five and No/100 Dollars (\$65.00) per hour, not-to-exceed One Thousand Three Hundred hours (1,300) hours annually.**



- B. The fee paid to Consultant shall not exceed **Eighty-Four Thousand Five Hundred and No/100 Dollars (\$84,500.00) per year** and shall not exceed a total of **Four Hundred Twenty-Two Thousand Five Hundred and No/100 Dollars (\$422,500.00)** for the term of the Agreement.
- C. No reimbursement for travel expenses or any other costs whatsoever are authorized hereunder.

#### **1.04 TERMS OF PAYMENT**

- A. To receive payment, Consultant shall prepare and submit detailed monthly invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.
- B. Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.
- C. The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 1.06 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law.

#### **1.05 SUPPLEMENTAL AGREEMENT**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.



## **1.06 PROMPT PAYMENT POLICY**

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not submitted to the City in strict accordance with any instruction on the purchase order relating to the payment.

## **1.07 NON-APPROPRIATION AND FISCAL FUNDING**

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

## **1.08 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:



- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

#### **1.09 CONFIDENTIALITY; AND MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

**The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.**

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent



shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief.

Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement; and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement.

#### **1.10 TERMINATION; DEFAULT**

**Termination:** It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City



subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

**Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

#### **1.11 INDEMNIFICATION**

Consultant and the City each agree to indemnify, defend and hold harmless the other from and against amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible property to the extent arising out of the indemnitor's negligence in the performance of this Agreement.

#### **1.12 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.



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

- A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.
- B. Consultant acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Consultant agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Consultant agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Consultant agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

### **1.14 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

### **1.15 DISPUTE RESOLUTION**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

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



#### **1.16 FORCE MAJEURE**

Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Consultant shall not be deemed to be in default of its obligations to the City if its failure to perform or its substantial delay in performance is due to the City's failure to timely provide requested information, data, documentation, or other material necessary for Consultant to perform its obligations hereunder.

#### **1.17 SEVERABILITY**

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

#### **1.18 GENERAL AND MISCELLANEOUS**

The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

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



This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

**David Walther, Consultant**

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

By: David Walther  
Printed Name: David Walther  
Title: Transportation Operations Consultant  
Date Signed: September 20, 2022

**For City, Attest:**

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

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

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



EXHIBIT "A"  
SCOPE OF SERVICES

Transportation Operations Consultant:

- Will be utilized on Transportation Operations to Provide Traffic Signal, GIS, Traffic Operations, and special project support services. *(Examples may include Regional Incident Management Support, Traffic signal timing and coordination support.)*
- Will be utilized on Transportation Operations to Improve the Citywide Street Lighting Program to include maintenance and support contracts. *(Examples may include maintenance for City owned roadway lighting; Antique streetlights; assisting with TXDOT maintenance agreement for continuous and safety lighting; adding new streetlights to GIS system and maintenance contracts; provide data and assist with streetlights owned by Oncor; the City of Georgetown; Pedernales Electric Co-Op and privately owned streetlights.)*
- Provide pre-construction services from engineering design review, to budgeting and scheduling and project bid management.
- Assist with Transportation Operations planning and construction management services.
- Maintain relationships with CORR partnering parties throughout various projects, from design, plan review and construction.
- Ensure efficiency in Operations and throughout design/construction and close out by gathering data and summarizing for the Transportation Assistant Director and Transportation Director.

\*\*\*This contract shall be for a not-to-exceed amount of \$84,500.00 per year for five (5) years, with a projected 1,300 hours annually, at the rate of \$65.00 per hour.





### Award Recommendation

**To:** Marilyn Jackson  
Contract Management

**From:** Gary Hudder  
Director, Transportation

**Date:** August 5, 2022

**Re:** Transportation Operations Consulting provided by David Walther

---

This award recommendation is for the City of Round Rock – Transportation Department to establish a contract with David Walther for the transportation operations consulting needed to support City operations.

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

**Awarded Vendor:** David Walther  
2104 Faldo Lane  
Round Rock, TX 78664

**Contract Term:** 5 Years

**Contract Amount:** \$84,500 per year for a total amount not to exceed \$422,500

**Approvals:**

*Gary D Hudder*

Signed Name  
Printed Name: Gary Hudder  
Director, Transportation

08/09/2022

Date:

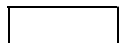
**Purchasing Review**

*David Carter*

Signed Name  
Printed Name: David Carter  
Purchasing Manager, Finance

08/09/2022

Date:





# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-946370

Date Filed:  
10/19/2022

Date Acknowledged:

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

David Walther  
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.

00000  
Transportation Operations Consultant 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 David Walther, and my date of birth is [REDACTED]

My address is [REDACTED] USA  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 19 day of October, 2022  
(month) (year)

David Walther

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.**

David Walther  
Round Rock, TX United States

**Certificate Number:**  
2022-946370

**Date Filed:**  
10/19/2022

**Date Acknowledged:**  
10/19/2022

**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.**

00000  
Transportation Operations Consultant 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: H.13**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Freese and Nichols, Inc. for the Chisholm Trail South - Waterline Replacement Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$155,378.00

**Indexes:** Self-Financed Water Construction

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

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2022-353

The City of Round Rock's Transportation Department is widening Chisholm Trail Road from Sam Bass Road to Ranch Road 620. Along this segment of roadway, the City currently has a 10-inch asbestos cement waterline on the east side of the roadway that was installed in 1972. Due to the age and material of the existing waterline, it has reached the end of its design life.

The City has contacted Freese and Nichols to provide design, bid and construction phase services for replacement of the existing waterline. This project will replace approximately 2,400 linear feet of existing waterline with a new 12-inch waterline. The project also includes a waterline crossing under Brushy Creek, which is to be installed by trenchless methods. The waterline replacement design will be included in the contract documents for Transportation's Chisholm Trail South Improvements project.

A portion of the project (approximately 450 feet of waterline) will be bid separately to allow for construction with City of Round Rock's Heritage Trail West project. Bid and construction phases services for this small segment of line are included under this agreement, with the design of the small waterline segment under a separate agreement.

The total cost for the engineering contract is \$155,378.



***Cost: \$155,378***

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



**RESOLUTION NO. R-2022-353**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the Chisholm Trail South – Waterline Replacement Project, and

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

**WHEREAS**, the City Council desires to enter into said contract with Freese and Nichols, Inc.,  
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Freese and Nichols, Inc. for the Chisholm Trail South – Waterline Replacement Project, a copy of said contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



**EXHIBIT  
"A"**



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

**FIRM:** FREESE AND NICHOLS, INC. ("Engineer")  
**ADDRESS:** 10431 Morado Circle, Suite 300, Austin, TX 78759  
**PROJECT:** Chisholm Trail South – Waterline Replacement

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

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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



## **CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

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



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

#### **ARTICLE 4** **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Fifty-Five Thousand Three Hundred Seventy-Eight and No/100 Dollars, (\$155,378.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

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

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

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

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



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

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

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

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

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

## **ARTICLE 7**

### **NOTICE TO PROCEED**

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

## **ARTICLE 8**

### **PROJECT TEAM**

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

Christopher Perkins, P.E.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 341-3145



Fax Number N/A  
Email Address [cperkins@roundrocktexas.gov](mailto:cperkins@roundrocktexas.gov)

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

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

Anne Hoskins  
Principal  
10431 Morado Circle, Suite 300  
Austin, TX 78759  
Telephone Number (512) 617-3125  
Fax Number (512) 617-3101  
Email Address [Anne.Hoskins@freese.com](mailto:Anne.Hoskins@freese.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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



## **ARTICLE 10**

### **SUSPENSION**

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

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

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

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

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

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



### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

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

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

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

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

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

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



City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering



Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2)** As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**(3)** In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates



against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

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

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.



## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City’s Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled “Certificates of Insurance.”

## **ARTICLE 27**

### **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 28**

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

## **ARTICLE 29**

### **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

City of Round Rock  
Attention: City Manager  
221 East Main Street  
Round Rock, TX 78664

and to:

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

**Engineer:**

Anne Hoskins  
Principal  
10431 Morado Circle, Suite 300  
Austin, TX 78759



### **ARTICLE 33**

#### **GENERAL PROVISIONS**

**(1) Time is of the Essence.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

**(2) Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**(4) Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.



**ARTICLE 34**  
**SIGNATORY WARRANTY**

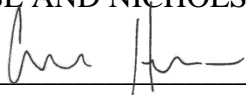
The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

*[signature page follows]*



FREESE AND NICHOLS, INC.

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

Signature of Principal

Printed Name:       Anne Hoskins



CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

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



### **LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |



## EXHIBIT A

### City Services

The City of Round Rock will furnish to the Engineer the following items/ information as well as services:

1. Record drawings and documents pertaining to projects in the area, including easement documents, construction plans for tie-in, test records, aerial photography, topography, system maps, etc.
2. Hydraulic design and capacity for proposed pipeline.
3. Meet with FNI for 30%, 60%, and 90% Review Meetings.
4. City of Round Rock Standard Design Details and Specifications.
5. City of Round Rock Standard Bid and Contract Documents.
6. Advertise and distribute Bid Documents.



## EXHIBIT B

### Engineering Services

This contract consists of providing design, bid and construction phase services for replacement of the existing waterline on Chisholm Trail Road between Sam Bass Road and Ranch Road 620. The existing waterline will be replaced with approximately 2,400 linear feet of 12-inch waterline. The project will also include a waterline crossing under Brushy Creek to be installed by trenchless methods. The waterline replacement design will be included in the contract documents for the Chisholm Trail South Improvements project, currently in preliminary design with the City of Round Rock. A portion of the project (approximately 450 linear feet of waterline) will be bid separately to allow for construction in conjunction with the Heritage Trail West project. This scope of services does not include survey, geotechnical investigation, preliminary design, 60% design or 90% design services associated with the section of waterline between Sunset Dr and Brushy Creek as these services are included in a separate contract. 100% design, bid and construction phase services associated with the Heritage Trail West project are included in this scope of services.

#### **Basic Services:**

##### Project Management

1. Develop and implement a Quality Assurance & Quality Control Plan for the project.
2. Provide monthly progress reports and invoices to the City.
3. Manage project integration, scope, schedules, cost, quality, staff resources, subconsultants, communications, risk and procurements as necessary.
4. Coordinate design with the Chisholm Trail South design team (Freese and Nichols).
5. Attend monthly progress meetings for the project throughout design and bid phases (12 meetings) with 6 meetings being in person and 6 meetings being virtual.

##### Preliminary Design Phase

1. Gather information on tie-in locations, existing gas lines in the area, flood plain, and other present utilities.
2. Develop a project design and construction schedule.
3. Coordinate with existing utilities for required permits.
4. Conduct up to two (2) site visits.

##### Design Phase

1. Develop Storm Water Pollution Prevention Plan (SWPPP) for the project – waterline specific items to be included in the SWPPP for the Chisholm Trail South project. A separate SWPPP will be provided for the area of waterline in the area of the Heritage Trail West project.
2. Produce 30% schematic plan sheets showing preliminary alignment of proposed waterline.
3. Produce 30% Opinion of Probably Construction Cost (OPCC) for all waterline replacement.
4. Attend 30% review meeting with the City.



5. Incorporate 30% review comments and produce 60% plan sheets showing preliminary alignment and profile of proposed waterline as well as draft detail sheets and specification list.
6. Produce 60% Opinion of Probably Construction Cost (OPCC) for all waterline replacement excluding the second of waterline included in the Heritage Trail West project.
7. Attend 60% review meeting with the City.
8. Incorporate 60% review comments and produce 90% design plans and specifications for the proposed waterline to be included in the Chisholm Trail South construction documents.
9. Produce 90% Opinion of Probable Construction Cost.
10. Attend 90% review meeting with the City.
11. 30%, 60% and 90% submittals will be electronic submittals.
12. Incorporate 90% comments in specifications and plans.
13. Produce 1 electronic copy of Issued for Bid Plans and Specifications.

#### Bid Phase

Two Bid Phases (Chisholm Trail South project and Heritage Trail West project) are included in the contract.

1. Attend pre-bid conference and public bid opening.
2. Produce addenda if necessary.
3. Review bids and provide recommendation for notice of award.
4. Produce 5 sets of Conformed Plans (11"x17") and Specifications.

#### Construction Phase

Two Construction Phases (Chisholm Trail South project and Heritage Trail West project) are included in this contract.

1. Attend pre-construction meeting.
2. Review submittals associated with the project (16 submittals maximum for each project).
3. Review RFI's associated with the project (6RFI's maximum for each project).
4. Perform site visits and monthly progress meetings (4 site visits and 10 monthly progress meetings maximum for Chisholm Trail South project and 2 site visits and 6 monthly progress meetings maximum).
5. Perform substantial completion walk through.
6. Perform final completion walk through.
7. Produce an electronic copy of Record Drawings in pdf and shapefile format.

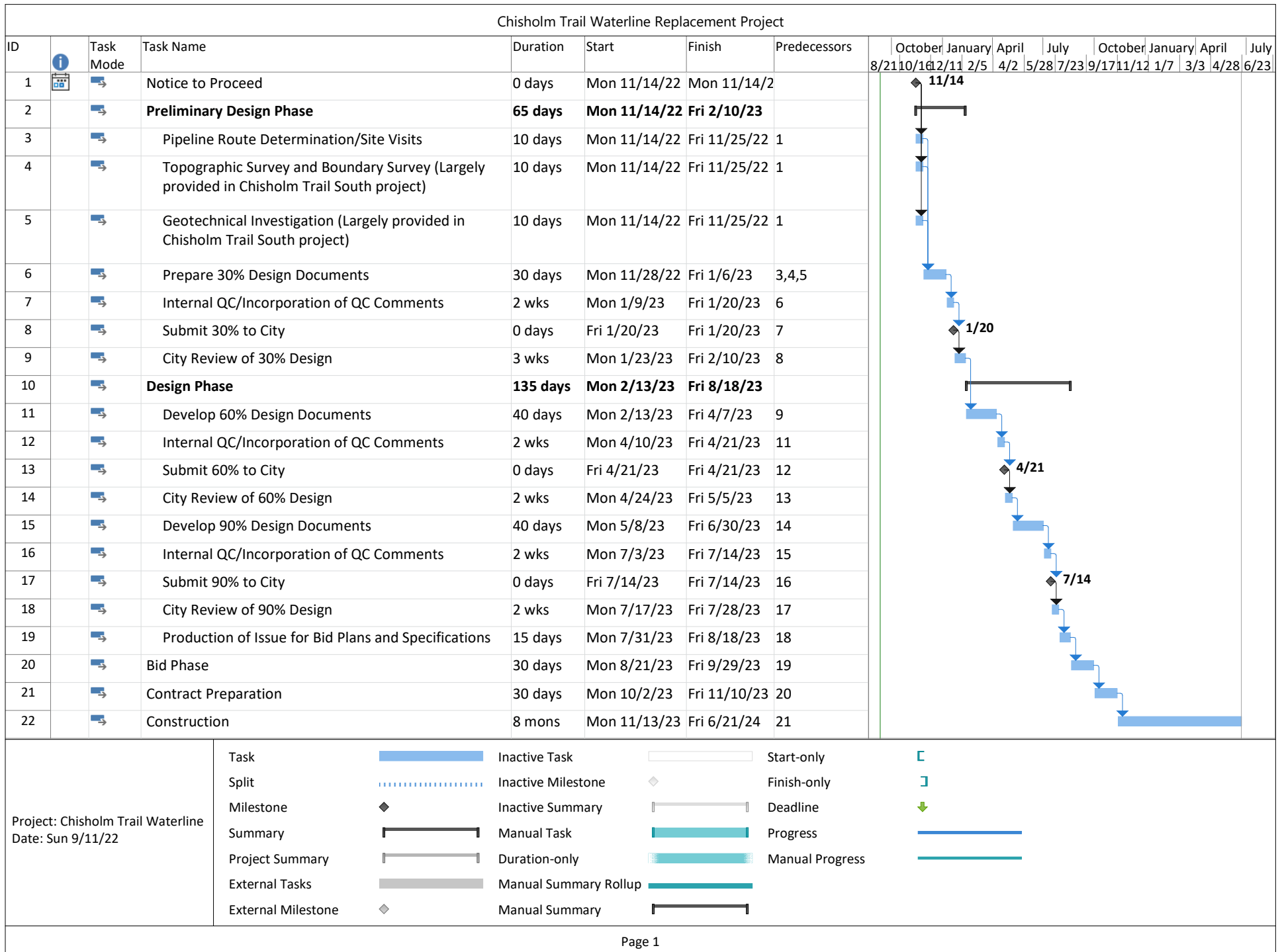


## EXHIBIT C

### Work Schedule

Attached Behind This Page







## EXHIBIT D

### Fee Schedule

Attached Behind This Page



	Project Fee Summary		
	Basic Services	\$	155,378
	Special Services	\$	-
	Total Project	\$	155,378

Task Description	Labor													Total Hours	Total Labor Effort
	Anne Hoskins	Michael Lafferty	Eve Liywalli	Davin Hatley	Daniel Stoutenburg	Brent Millar	Tam Tran	Andrea Bryant	Bryan Pham	Brian Glynn	Clay Herndon	Marissa Mendoza			
	Senior Advisor	Project Manager	Design Engineer	CAD Design	QC	Constructability Review	Environmental	Transportation PM	Transportation Engineer	Trenchless Engineer	Trenchless QC	Operations Analyst			
	\$219	\$187	\$144	\$161	\$219	\$252	\$119	\$187	\$164	\$219	\$252	\$155			
<b>Project Management</b>															\$ -
Develop Quality Assurance & Quality Control Plan	1	1												2	\$ 422
Provide monthly progress reports and invoices (18 months)	2	36										9		47	\$ 8,908
Project intergration,scope,schedules, cost,quality, staff resources, subconsultants, communications, risk and procurements	2	15												17	\$ 3,373
Coordinate design with the Chisholm Trail design team		10	10					4	12					36	\$ 6,267
Attend monthly progress meetings during design and bid phases (13 meetings) 6 meetings in person, and 7 meetings virtual	1	21	24											46	\$ 7,906
<b>Preliminary Design Phase</b>															\$ -
Gather information on tie-in locations, existing gas lines in the area, flood plain, and other present utilities		2	4											6	\$ 988
Develop a project design and construction schedule															\$ -
Coordinate with existing utilities for required permits.		2	6											8	\$ 1,288
Conduct up to three (3) site visits.		9	9							8				26	\$ 4,920
Perform limited topographic and boundary survey for water pipeline alignment to supplement survey done for the Chisholm Trail South project (BY SUBCONSULTANT)		1	1											2	\$ 344
Perform two geotechnical bores to 60-foot depth adjacent to Brushy Creek to supplemental geotechnical investigation done for the Chisholm Trail South project (BY SUBCONSULTANT).		1	1							8				10	\$ 2,166
<b>Design Phase</b>															\$ -
Develop Storm Water Pollution Prevention Plan (SWPPP)			2				12							14	\$ 1,785
Produce 30% schematic plan sheets showing preliminary alignment of proposed waterline			11	39	8					12	3			73	\$ 13,519
Produce 30% Opinion of Probable Construction Cost (OPCC) for all waterline replacement			5			4				2				11	\$ 2,253
Attend 30% review meeting with the City	4	4	4											12	\$ 2,288
Incorporate 30% review comments and produce 60% plan sheets		19	16	79	12	8				12	3			149	\$ 27,601
Produce 60% Opinion of Probable Construction Cost (OPCC)			5			3				1				9	\$ 1,763
Attend 60% review meeting with the City.		3	3											6	\$ 1,033
Incorporate 60% review comments and produce 90% design plans and specifications for Chisholm Trail South project		10	17	40	10	10				24	3			114	\$ 22,339
Incorporate 60% review comments and produce 90% plans and specifications fo Heritage Trail West Project															\$ -
Produce 90% Opinion of Probable Construction Cost.			4			3				1				8	\$ 1,613
Attend 90% review meeting with the City.	4	4	4											12	\$ 2,288
Incorporate 90% comments in specifications and plans		4	4	15						8				31	\$ 5,711
Produce 1 electronic set of Issued for Bid Plans and Specifications.			8	3										11	\$ 1,700
<b>Bid Phase (2 bid phases)</b>															\$ -
Attend pre-bid conference and public bid opening.		10												10	\$ 1,945
Produce addenda if necessary.		6	12	12										30	\$ 4,973
Review bids and provide recommendation for notice of award.		4	4											8	\$ 1,377
Produce 5 sets of Conformed Plans (11"x17") and Specifications.		2	6	8										16	\$ 2,627
<b>Construction Phase (2 construction phases)</b>															\$ -
Attend pre-construction meeting (2)		6												6	\$ 1,167
Review RFI's associated with the project (6 RFI's maximum for each project)		10	18							4				32	\$ 5,552
Perform site visits and monthly progress meetings (4 site visits and 10 monthly progress meetings maximum for Chisholm Trail South project and 2 site visits and 6 monthly progress meetings maximum).		55												55	\$ 10,696
Perform substantial completion walk through.		4	4											8	\$ 1,377
Perform final completion walk through.		4	4											8	\$ 1,377
Produce 1 electronic sets of Record Drawings		1	8	11										20	\$ 3,234
															\$ -
<b>Total Hours / Quantity</b>	<b>14</b>	<b>244</b>	<b>194</b>	<b>207</b>	<b>30</b>	<b>28</b>	<b>12</b>	<b>4</b>	<b>12</b>	<b>80</b>	<b>9</b>	<b>9</b>	<b>-</b>	<b>843</b>	
<b>Total Effort</b>	<b>\$ 3,189</b>	<b>\$ 47,453</b>	<b>\$ 29,053</b>	<b>\$ 34,593</b>	<b>\$ 6,833</b>	<b>\$ 7,338</b>	<b>\$ 1,485</b>	<b>\$ 778</b>	<b>\$ 2,047</b>	<b>\$ 18,221</b>	<b>\$ 2,359</b>	<b>\$ 1,451</b>	<b>\$ -</b>		<b>\$ 154,799</b>



	Project Fee Summary	
	Basic Services	155,378
	Special Services	-
	Total Project	155,378

Task Description	Expenses										Total Expense Effort
	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	
<b>Project Management</b>											\$ -
Develop Quality Assurance & Quality Control Plan	2										\$ -
Provide monthly progress reports and invoices (18 months)	47										\$ -
Project intergration,scope,schedules, cost,quality, staff resources, subconsultants, communications, risk and procurements	17										\$ -
Coordinate design with the Chisholm Trail design team	36										\$ -
Attend monthly progress meetings during design and bid phases (13 meetings) 6 meetings in person, and 7 meetings virtual	46	100									\$ 63
<b>Preliminary Design Phase</b>											\$ -
Gather information on tie-in locations, existing gas lines in the area, flood plain, and other present utilities	6										\$ -
Develop a project design and construction schedule											\$ -
Coordinate with existing utilities for required permits.	8										\$ -
Conduct up to three (3) site visits.	26	50									\$ 31
Perform limited topographic and boundary survey for water pipeline alignment to supplement survey done for the Chisholm Trail South project (BY SUBCONSULTANT)	2										\$ -
Perform two geotechnical bores to 60-foot depth adjacent to Brushy Creek to supplemental geotechnical investigation done for the Chisholm Trail South project (BY SUBCONSULTANT).	10										\$ -
<b>Design Phase</b>											\$ -
Develop Storm Water Pollution Prevention Plan (SWPPP)	14										\$ -
Produce 30% schematic plan sheets showing preliminary alignment of proposed waterline	73										\$ -
Produce 30% Opinion of Probable Construction Cost (OPCC) for all waterline replacement	11										\$ -
Attend 30% review meeting with the City	12	25									\$ 16
Incorporate 30% review comments and produce 60% plan sheets	149										\$ -
Produce 60% Opinion of Probable Construction Cost (OPCC)	9										\$ -
Attend 60% review meeting with the City.	6	25									\$ 16
Incorporate 60% review comments and produce 90% design plans and specifications for Chisholm Trail South project	114										\$ -
Incorporate 60% review comments and produce 90% plans and specifications fo Heritage Trail West Project											\$ -
Produce 90% Opinion of Probable Construction Cost.	8										\$ -
Attend 90% review meeting with the City.	12	25									\$ 16
Incorporate 90% comments in specifications and plans	31										\$ -
Produce 1 electronic set of Issued for Bid Plans and Specifications.	11										\$ -
<b>Bid Phase (2 bid phases)</b>											\$ -
Attend pre-bid conference and public bid opening.	10	50									\$ 31
Produce addenda if necessary.	30										\$ -
Review bids and provide recommendation for notice of award.	8										\$ -
Produce 5 sets of Conformed Plans (11"x17") and Specifications.	16										\$ -
<b>Construction Phase (2 construction phases)</b>											\$ -
Attend pre-construction meeting (2)	6	50									\$ 31
Review RFI's associated with the project (6 RFI's maximum for each project)	32										\$ -
Perform site visits and monthly progress meetings (4 site visits and 10 monthly progress meetings maximum for Chisholm Trail South project and 2 site visits and 6 monthly progress meetings maximum).	55	550									\$ 344
Perform substantial completion walk through.	8	25									\$ 16
Perform final completion walk through.	8	25									\$ 16
Produce 1 electronic sets of Record Drawings	20										\$ -
											\$ -
<b>Total Hours / Quantity</b>	<b>843</b>	<b>925</b>	-	-	-	-	-	-	-	-	
<b>Total Effort</b>	<b>\$ -</b>	<b>\$ 578</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 578</b>



	Project Fee Summary	
	Basic Services	155,378
	Special Services	-
	Total Project	155,378

Task Description	Subconsultants					Total
	Rock Geotech	Inland	Sub Name 3	Sub Name 4	Total Sub Effort	Total Effort
<b>Project Management</b>					\$ -	\$ -
Develop Quality Assurance & Quality Control Plan					\$ -	\$ 422
Provide monthly progress reports and invoices (18 months)					\$ -	\$ 8,908
Project intergration,scope,schedules, cost,quality, staff resources, subconsultants, communications, risk and procurements					\$ -	\$ 3,373
Coordinate design with the Chisholm Trail design team					\$ -	\$ 6,267
Attend monthly progress meetings during design and bid phases (13 meetings) 6 meetings in person, and 7 meetings virtual					\$ -	\$ 7,969
<b>Preliminary Design Phase</b>					\$ -	\$ -
Gather information on tie-in locations, existing gas lines in the area, flood plain, and other present utilities					\$ -	\$ 988
Develop a project design and construction schedule					\$ -	\$ -
Coordinate with existing utilities for required permits.					\$ -	\$ 1,288
Conduct up to three (3) site visits.					\$ -	\$ 4,951
Perform limited topographic and boundary survey for water pipeline alignment to supplement survey done for the Chisholm Trail South project (BY SUBCONSULTANT)					\$ -	\$ 344
Perform two geotechnical bores to 60-foot depth adjacent to Brushy Creek to supplemental geotechnical investigation done for the Chisholm Trail South project (BY SUBCONSULTANT).					\$ -	\$ 2,166
<b>Design Phase</b>					\$ -	\$ -
Develop Storm Water Pollution Prevention Plan (SWPPP)					\$ -	\$ 1,785
Produce 30% schematic plan sheets showing preliminary alignment of proposed waterline					\$ -	\$ 13,519
Produce 30% Opinion of Probable Construction Cost (OPCC) for all waterline replacement					\$ -	\$ 2,253
Attend 30% review meeting with the City					\$ -	\$ 2,304
Incorporate 30% review comments and produce 60% plan sheets					\$ -	\$ 27,601
Produce 60% Opinion of Probable Construction Cost (OPCC)					\$ -	\$ 1,763
Attend 60% review meeting with the City.					\$ -	\$ 1,048
Incorporate 60% review comments and produce 90% design plans and specifications for Chisholm Trail South project					\$ -	\$ 22,339
Incorporate 60% review comments and produce 90% plans and specifications fo Heritage Trail West Project					\$ -	\$ -
Produce 90% Opinion of Probable Construction Cost.					\$ -	\$ 1,613
Attend 90% review meeting with the City.					\$ -	\$ 2,304
Incorporate 90% comments in specifications and plans					\$ -	\$ 5,711
Produce 1 electronic set of Issued for Bid Plans and Specifications.					\$ -	\$ 1,700
<b>Bid Phase (2 bid phases)</b>					\$ -	\$ -
Attend pre-bid conference and public bid opening.					\$ -	\$ 1,976
Produce addenda if necessary.					\$ -	\$ 4,973
Review bids and provide recommendation for notice of award.					\$ -	\$ 1,377
Produce 5 sets of Conformed Plans (11"x17") and Specifications.					\$ -	\$ 2,627
<b>Construction Phase (2 construction phases)</b>					\$ -	\$ -
Attend pre-construction meeting (2)					\$ -	\$ 1,198
Review RFI's associated with the project (6 RFI's maximum for each project)					\$ -	\$ 5,552
Perform site visits and monthly progress meetings (4 site visits and 10 monthly progress meetings maximum for Chisholm Trail South project and 2 site visits and 6 monthly progress meetings maximum).					\$ -	\$ 11,040
Perform substantial completion walk through.					\$ -	\$ 1,393
Perform final completion walk through.					\$ -	\$ 1,393
Produce 1 electronic sets of Record Drawings					\$ -	\$ 3,234
					\$ -	\$ -
<b>Total Hours / Quantity</b>	\$ -	\$ -	\$ -	\$ -		
<b>Total Effort</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,378



## EXHIBIT E

Certificates of Insurance

Attached Behind This Page





FREEAND-02

KSUTTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

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

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (703) 827-2277 <b>FAX</b> (A/C, No): (703) 827-2279 <b>E-MAIL ADDRESS:</b> admin@amesgough.com
<b>INSURED</b>  Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Insurance Company A+ (XV) 30104 <b>INSURER B:</b> Twin City Fire Insurance Company A+ (XV) 29459 <b>INSURER C:</b> Hartford Casualty Insurance Company A+ (XV) 29424 <b>INSURER D:</b> Hartford Accident and Indemnity Company A+ (XV) 22357 <b>INSURER E:</b> Continental Casualty Company (CNA) A, XV 20443 <b>INSURER F:</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			42UUNOL5238	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5747	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	42WBOL6H3F	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Professional Liab.			AEH008214422	10/23/2021	10/23/2022	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: Chisholm Trail South - Waterline Replacement

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF ROUND ROCK</b> 221 East Main Street Round Rock, TX 78664	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## 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.**

Freese and Nichols, Inc.  
Fort Worth, TX United States

**Certificate Number:**

2022-936292

**Date Filed:**

09/21/2022

**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.**

CSMTS  
Professional Services Agreement - Chisholm Trail South - Waterline Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolffhope, John	Austin, TX United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is Stephanie Stephenson, and my date of birth is                     .

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 21 day of September 2022.  
(month) (year)

Stephanie Stephenson  
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.**

Freese and Nichols, Inc.  
Fort Worth, TX United States

**Certificate Number:**  
2022-936292

**Date Filed:**  
09/21/2022

**Date Acknowledged:**  
10/13/2022

**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.**

CSMTS  
Professional Services Agreement - Chisholm Trail South - Waterline Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wolfhope, John	Austin, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.14**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Kenney Fort 24-inch Reuse Line Extension Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$616,200.00

**Indexes:** Self-Financed Water Construction

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

**Department:** Utilities & Environmental Services

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### **Text of Legislative File 2022-354**

This 24-inch reuse water transmission line will extend the reuse water system south along Kenney Fort Boulevard down to Forest Creek Drive. At Forest Creek Drive, the reuse water line will connect to another 24-inch line being constructed as a part of the Kenney Fort Boulevard extension from Forest Creek Drive to Gattis School Road. Reuse water customers at this south extension of the reuse water system could potentially include Cedar Ridge High School, data processing centers, and other future businesses in this area of Round Rock. This will ultimately provide a looped system for all reuse water customers along Louis Henna Boulevard and over to south Mays Street.

**Cost:** \$616,200

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



**RESOLUTION NO. R-2022-354**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the Kenney Fort 24-inch Reuse Line Extension Project, and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract with Kimley-Horn and Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Kenney Fort 24-inch Reuse Line Extension Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



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



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

**FIRM:** KIMLEY-HORN AND ASSOCIATES, INC. ("Engineer")  
**ADDRESS:** 5301 Southwest Parkway, Building 2, Suite 100, Austin, TX 78735  
**PROJECT:** Kenney Fort 24-inch Reuse Line Extension

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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



## **CONTRACT DOCUMENTS**

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

### **ARTICLE 1 CITY SERVICES**

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

### **ARTICLE 2 ENGINEERING SERVICES**

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

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

### **ARTICLE 3 CONTRACT TERM**

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

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



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

#### **ARTICLE 4** **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Six Hundred Sixteen Thousand Two Hundred and No/100 Dollars, (\$616,200.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

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

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

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

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



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

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

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

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

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

## **ARTICLE 7**

### **NOTICE TO PROCEED**

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

## **ARTICLE 8**

### **PROJECT TEAM**

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

David Freireich  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 563-1121



Fax Number N/A

Email Address [dfreireich@roundrocktexas.gov](mailto:dfreireich@roundrocktexas.gov)

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

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

Sean Mason, PE

Associate

5301 Southwest Parkway Building 2, Suite 100

Austin, TX 78735

Telephone Number (512) 646-2238

Fax Number N/A

Email Address [sean.mason@kimley-horn.com](mailto:sean.mason@kimley-horn.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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



## **ARTICLE 10**

### **SUSPENSION**

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

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

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

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

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

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



### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

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

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

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

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

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

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



City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering



Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2)** As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**(3)** In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates



against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

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

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.



## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

#### **ARTICLE 27** **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

#### **ARTICLE 28** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

#### **ARTICLE 29** **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

City of Round Rock  
Attention: City Manager  
221 East Main Street  
Round Rock, TX 78664

and to:

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

**Engineer:**

Sean Mason, PE  
Associate  
5301 Southwest Parkway Building 2, Suite 100  
Austin, TX 78735



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

(1) **Time is of the Essence.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(2) **Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

(4) **Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) **Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) **Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.



**ARTICLE 34**  
**SIGNATORY WARRANTY**


The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

*[signature page follows]*



KIMLEY-HORN AND ASSOCIATES, INC.

By:   
Signature of Principal  
Printed Name: SEAN MASON



CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

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



**LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |



**EXHIBIT A**  
**CITY SERVICES**

The City of Round Rock (City) will provide the following information and other assistance to the Engineer that the City deems appropriate and necessary:

- Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
- Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
- Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
- Meet with the Engineer on an as-needed basis to facilitate performance of the Work.
- Arrange for the Engineer and their Sub-Consultants to access public and private property as required to perform services under this contract.
- Submit a reuse authorization application to TCEQ in accordance with TCEQ 210.
- Prepare Contract Documents for bidding.
- Obtain right-of entry on properties with proposed easements.
- Prepare Easement Documents and Negotiate Easements.
- Pay Railroad license/permit Fees.



## **EXHIBIT B ENGINEERING SERVICES**

The Engineer understands that the Owner is in need of engineering design documents, bidding, and construction phase services for the 24-inch Reuse Water Line project. The project is as following:

- Kenney Fort Blvd 24-inch Reuse Water Line – Approximately 7,000 linear feet
  - Proposed 24-inch reuse water line along Kenney Fort Blvd from 500' north of Joe DiMaggio Blvd to Forest Creek Dr.

### **Task 1 – Design Management, Project Meetings, and Data Collection**

#### ***Design Management***

The Engineer will manage the design and work associated with the work described in subsequent sections and provide the following communication and reporting:

- Progress Report one per month

Communication and reporting are based on an assumed twelve (12) month duration for design.

#### ***Project Meetings***

The Engineer will prepare for and attend meetings with the Owner, to the extent requested by the Owner and budgeted for in this agreement. The following project meetings are anticipated:

- Up to six (6) progress meeting to discuss specific design or coordination items associated with the projects

Task Deliverables:

- Meeting Minutes for each meeting attended.

#### ***Data Collection***

The Owner will be responsible for making the following data available in the vicinity of the projects for the Engineer:

- Owner Provided Data Collection
  - Owner GIS/KMZ Data
    - Storm
    - Wastewater
    - Water
    - Reuse
    - High resolution aerials photography
    - Lidar Contours
  - Owner Record Drawings



- Water
  - Wastewater
  - Reuse
  - Traffic Signal and Communication
  - Storm
  - Roadway
  - Parks/Trail Maps and Irrigation Records, if available
- Franchise Coordination by Engineer
  - The Engineer will prepare a data request email notifying each organization, listed below of the proposed project. Engineer will attempt to collect information from the utilities listed:
    - Gas Company (Atmos Energy)
    - Communication Providers

## **Task 2 – Routing and Conceptual Design (30%)**

- Routing - The Engineer will conduct a routing study for the water line alignment including up to three (3) possible routes along the City's property, if needed.
  - The alignment exhibit will consist of 1"=100' plan view roll plot of the alignment based on GIS information provided in Task 1, no profile will be provided.
  - The Engineer shall schedule a constructability and routing field visit with the City's Project Manager to review the proposed routes.
- Opinion of Probable Construction Cost (OPCC) – The Engineer will prepare an opinion of probable construction cost for up to 3 routes. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Engineer at the time and represent only the Engineer judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Task Deliverables:
  - One (1) hard copy and a PDF of the draft routing exhibit with route alternatives
  - One (1) final hard copy of the recommended route
  - One (1) hard copy and a PDF of the OPCC
- Task Meetings
  - One (1) constructability and routing field visit with the City's Project Manager, to review the proposed alignment alternatives.
  - One (1) alignment workshop meeting



### **Task 3 – Preliminary Design (60%)**

- Design and Boundary Survey – (*Sub-Consultant - Inland Geodetics, LLC.*)
  - Design Survey
    - On the ground survey:
      - Topo survey along the recommended alignment for a width up to 80’.
      - Existing manholes, valves, inlets, road poles, driveway connections, and other observable above ground existing structures will be located within the project area.
      - Establish control points along the route.
    - Boundary Survey for Adjacent Properties
      - Establish property and ROW boundaries along the project extents.
- Geotechnical Analysis – (Subconsultant: Raba Kistner Consultants, Inc.) The Consultant will perform a geotechnical analysis of the proposed reuse water alignment utilizing a geotechnical laboratory to determine subsurface conditions and make recommendations regarding tunneling, embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
  - Subsurface exploration including up to eight (8) sample bores at various locations and depths along the proposed line.
  - Laboratory tests for classification purposes and strength characteristics.
  - Engineering services that address soil and groundwater conditions for proposed horizontal boring locations.
  - Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.
- Subsurface Utility Engineering (Subconsultant: RIOS Group)
  - The SUE shall be performed in accordance with CI/ASCE 38-02.
  - Level A
    - Location (Test Hole) Services: Locating the horizontal and vertical position of the utility by excavating a test hole using vacuum excavation techniques and equipment. In performing locating (test hole) services Consultant will:
    - Excavate up to six (6) test holes to expose the utility to be measured in such a manner that insures the safety of the excavation and the integrity of the utility to be measured. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered



during the excavation process, the Consultant will notify the Client. Obtain x,y and Z information at each test hole.

- Level B
  - Location of underground utilities by obtaining two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods will be performed for up to seven (7) days of field work anticipated to cover up to 3,000 linear feet of the proposed alignment in congested areas.
- Level D
  - Depiction of underground utilities (potable water, gas, communication lines, wastewater, and storm drain lines) along the alignment for up to 100' width based on record drawings. Irrigation and overhead utilities are excluded.
- 60% Plans – The Engineer will prepare 60% plans and easement boundaries for the water line. These plans will be prepared on 22"x34". Plans will consist of:
  - Cover Sheet
  - Plan (Only) Sheets at 1"=40' (7 Sheets)
  - Details (4 Sheets) –Standard Details (City Details)
- Opinion of Probable Construction Cost (OPCC) – The Engineer will prepare an opinion of probable construction cost for the project. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Engineer at the time and represent only the Engineer judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Task Deliverables:
  - One (1) hard copy and a PDF of the routing exhibit
  - One (1) hard copy and a PDF of the 30% plans and OPCC
- Task Meetings
  - One (1) constructability and routing field visit with the City's Project Manager and City Arborist, to review the proposed alignments.

#### **Task 4 – Final Design (90%/100%)**

- Plans – The Engineer will prepare plans for the water line. These plans will be prepared on 22"x34". Plans will consist of:
  - Cover Sheet
  - Project Notes and Sheet Index (2 Sheet)
  - Project Control Sheet and layout (1 Sheets)
  - Project Easement Layout (2 Sheets)



- Project Access Plan and Recommended Sequencing (2 Sheets)
- Plan and Profiles Sheets at 1"=40' (7 Sheets)
- Details (4 Sheets) –Standard Details (City Details)
- Erosion Control Plans (4 Sheets)
- Erosion Control Details (1 Sheet) –Standard Details (City Details)
- Traffic Control Details (3 Details)
- Contract Documents – Specifications will include technical specifications only for materials and installation of the proposed improvements. The Contract Documents will be compiled by the Owner.
- Opinion of Probable Construction Cost (OPCC) – The Engineer will prepare an opinion of probable construction cost for the project. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Engineer at the time and represent only the Engineer judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Task Deliverables:
  - Three (3) hard copies and a PDF of the 90% plans, and specification table of content
  - Three (3) hard copies and a PDF of the 100% plans, specifications, and OPCC

## **Task 5 – Easements and Permitting**

- Permitting
  - Environmental Services (Subconsultant: AmaTerra Environmental, Inc.)
    - Archaeological survey and clearance through the Texas Historical Commission, if needed.
    - Task 1: Wetland/water of the US Delineation & Permitting Evaluation
      - The Consultant will perform site visit to evaluate water features within the project area to assess potential waters of the US in the project area.
      - The Consultant will determine if the project will meet the conditions for authorization under a Section 404, Nationwide permits and provide a memo summarizing the findings and the permitting evaluation, if needed.
    - Task 2: Threatened and Endangered Species Habitat Assessment



- In conjunction with site visit for Task 1 Consultant will assess the likely presence or absence of Threatened and Endangered Species or other species of concern.
- Task 3: Archaeological and Historic Resources Desktop Study and Coordination
  - Consultant will consult relevant available desktop-level datasets to assess the project's potential for impacting significant archaeological resources.
  - The Consultant will summarize findings and prepare a letter for the Texas Historical Commission for their review under the Antiquities Code of Texas.
- Assumptions
  - Permitting through a nationwide permit
  - Permit preparation will begin after approval of the conceptual Design.
  - No Archaeological Survey, if required by THC this will be additional services.
- Deliverables
  - Wetland and Waters of the US Delineation Report
  - Threatened and Endangered Species Habitat Assessment Report
  - Archaeological and Historical Resources Desktop Study and THR Letter
- Project Easements
  - The Engineer will coordinate and prepare draft easement boundaries for Surveyor to use in creation of metes and bound exhibits.
  - Survey – (*Sub-Consultant - Inland Geodetics, LLC.*)
    - Boundary Survey
      - Survey field work and research to prepare ROW and property boundaries.
    - Easement Documents
      - Property descriptions for each easement to be acquired will consist of a metes and bound description and a drawing of the property
    - Assumptions:
      - Easement descriptions for up to fifteen (15) properties including permanent and adjacent temporary construction easements.
  - Deliverables:
    - PDF and one (1) hard copy of draft easement documents
    - PDF and two (2) hard copies of final easement documents
  - Meetings



- Up to six (6) meetings with property owners to discuss and review proposed design plans.
- Union Pacific Railroad
  - Engineer will prepare and coordinate submittal of one (1) railroad crossing permit applications for crossing of the Union Pacific Railroad.
  - Engineer will pay UPRR Application and review fee. City will pay permit/license fees.
  - Engineer will Include executed permit in contract documents for bidding.
  - Assumptions
    - Up to two (2) rounds of comments
  - Deliverables
    - Permit application
  - Meetings
    - Up to one (1) meeting with railroad
- TxDOT
  - The Engineer will submit a UIR request for the project to Texas Department of Transportation (TxDOT) for crossing SH 79
  - The Engineer will submit a letter of the requested deviations for the Owner to sign and submit on their letter head.
  - Assumptions
    - One (1) UIR submittal
    - One (1) draft exemption request letter
  - Deliverables
    - UIR permit submittal

#### **Task 6 - Bidding Services**

The Engineer will perform the following professional services for the bidding phase of the project:

- Bidding Tasks
  - Final Contract Documents – The Engineer will print and issue a PDF set of plans and specifications for distribution to the Owner.
  - Notice to Bidders – The Engineer will prepare a notice to bidders and/or assist the Owner with preparation.
- Pre-Bid Conference – The Engineer will conduct a Pre-bid conference and prepare meeting notes and issue an addenda based on questions.
- Addenda – The Engineer will answer contractor questions during the bid process. The Engineer will issue addenda as required.
- Bid Opening – The Engineer will attend the bid opening, prepare a tabulation of bids.



- Bid Recommendation and References – The Engineer will prepare a recommendation for award and call references of the recommended Contractor.
- Task Deliverables:
  - Two (2) hard copies and a PDF of the Final plans and specifications for bidding.

#### **Task 6 – Construction Contract Administration (CCA)**

The estimated construction period for the basis of establishing the Engineer's Fee for each phase is as follows:

- Up to ten (10) months.

Engineer will provide the construction phase services specifically stated below:

- Conformed Plans and Specifications. Engineer will prepare conformed documents following, if required following bidding of the project.
- Pre-Construction Conference. Engineer will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.
- Visits to Site and Observation of Construction. Engineer will make visits at intervals as directed by Owner, up to one (1) time per month for the period listed above, in order to observe the progress of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Engineer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Engineer will keep Owner informed of the general progress of the Work.
- Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work. Engineer will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.



- Clarifications and Interpretations. Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.
- Change Orders. Engineer may recommend Change Orders to Owner, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests. Engineer may require special inspections or tests of Contractor's work as Engineer deems appropriate, and may receive and review certificates of inspections within Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Owner and Contractor. Engineer will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Substantial Completion. Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after



considering any objections of Owner, Engineer considers the Work substantially complete, Engineer will notify Owner and Contractor.

- Final Notice of Acceptability of the Work. Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to Engineer upon which it is entitled to rely.

Task Deliverables:

- Five (5) hard copies of conformed plans (3 full size and 2 half size) and specifications.
- Review of up to sixteen (16) shop drawings and submittals
- Prepare Record Drawings and submit in PDF format

### **ADDITIONAL SERVICES**

Additional services to be performed by the ENGINEER, if authorized by the OWNER, which are not included in the above-described Engineering Services, are described as follows:

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the OWNER, will be considered additional services. Additional services include, but are not limited to, the following:

- Other than Open Cut or Tunneling Engineering Services for any method other than jack and bore.
- Additional Geotechnical services
- Preparation of Title Policies and Assisting in Condemnation Services during property acquisition.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional OPCCs
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Construction Staking.
- Backhoe Testing for Environmental Services
- Additional Meetings
- Coordinating and Obtaining Right of Entry (ROE)



- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the OWNER.
- Providing project representative services, on-site inspection, during the construction phase of the project.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the OWNER's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. ENGINEER will assist the OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the OWNER's compliance efforts.
- Texas Commission on Environmental Quality Edwards Aquifer Permitting, 210, or SCS Report and Coordination
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Franchise Utility Design.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- Any services not listed in the Scope of Services.



EXHIBIT C

Work Schedule

Attached Behind This Page



		2023												2024												2025											
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul												
ID	% Complete	Task Name	Duration	Start	Finish	Predecessors																															
1	0%	24-inch Reuse Line	685 days	Mon 10/24/22	Fri 6/6/25																																
2	0%	Data Collection	5 days	Mon 10/24/22	Fri 10/28/22																																
3	0%	Prepare subconsultant contracts	3 days	Mon 10/31/22	Wed 11/2/22 2																																
4	0%	Routing	50 days	Thu 11/3/22	Wed 1/11/23																																
5	0%	Alignment Exhibits	30 days	Thu 11/3/22	Wed 12/14/22 3																																
6	0%	Prepare OPCCs	5 days	Thu 12/15/22	Wed 12/21/22 5																																
7	0%	Field Visit/Workshop	15 days	Thu 12/22/22	Wed 1/11/23 6																																
8	0%	Survey/SUE/Environmental/Geotechnical	51 days	Thu 1/12/23	Thu 3/23/23																																
9	0%	Right-of-Entry (By City)	20 days	Thu 1/12/23	Wed 2/8/23 4																																
10	0%	Field Survey	30 days	Thu 2/9/23	Wed 3/22/23 9																																
11	0%	Submittal to KHA	1 day	Thu 3/23/23	Thu 3/23/23 10																																
12	0%	Preliminary Design	49 days	Fri 3/24/23	Wed 5/31/23																																
13	0%	Receive Survey	1 day	Fri 3/24/23	Fri 3/24/23 11																																
14	0%	Breakdown Survey	5 days	Mon 3/27/23	Fri 3/31/23 13																																
15	0%	Plan Sheets	25 days	Mon 4/3/23	Fri 5/5/23 14																																
16	0%	General and Detail sheets	4 days	Mon 5/8/23	Thu 5/11/23 15																																
17	0%	Prepare OPCC	2 days	Fri 5/12/23	Mon 5/15/23 16																																
18	0%	QA/QC	3 days	Tue 5/16/23	Thu 5/18/23 17																																
19	0%	Revisions	4 days	Fri 5/19/23	Wed 5/24/23 18																																
20	0%	Conceptual Plan Submittal	0 days	Wed 5/24/23	Wed 5/24/23 19																																
21	0%	City Review	5 days	Thu 5/25/23	Wed 5/31/23 20																																
22	0%	90% Design	50 days	Thu 6/1/23	Wed 8/9/23																																
23	0%	Prepare Plans	50 days	Thu 6/1/23	Wed 8/9/23																																
24	0%	General Sheets	1 day	Thu 6/1/23	Thu 6/1/23 21																																
25	0%	Plan Sheets	25 days	Fri 6/2/23	Thu 7/6/23 24																																
26	0%	Detail Sheets	5 days	Fri 7/7/23	Thu 7/13/23 25																																
27	0%	Traffic Control	5 days	Fri 7/14/23	Thu 7/20/23 26																																
28	0%	Specifications	5 days	Fri 7/14/23	Thu 7/20/23 26																																
29	0%	OPCC	2 days	Fri 7/12/23	Mon 7/24/23 28																																
30	0%	QA/QC	3 days	Tue 7/25/23	Thu 7/27/23 29																																
31	0%	Plan Submittal	0 days	Thu 7/27/23	Thu 7/27/23 30																																
32	0%	City Review	5 days	Fri 7/28/23	Thu 8/3/23 31																																
33	0%	Revise Plans	4 days	Fri 8/4/23	Wed 8/9/23 32																																
34	0%	Easements and UPRR Permitting	205 days	Thu 6/1/23	Wed 3/13/24																																
35	0%	Property Owner Meetings	45 days	Thu 6/1/23	Wed 8/2/23 21																																
36	0%	Prepare Easement Boundaries	10 days	Thu 8/10/23	Wed 8/23/23 33																																
37	0%	Surveyor Prepares Metes and Bounds	25 days	Thu 8/24/23	Wed 9/27/23 36																																
38	0%	Easement Negotiation (by City)	120 days	Thu 9/28/23	Wed 3/13/24 37																																
39	0%	UP Permitting	120 days	Thu 8/10/23	Wed 1/24/24 33																																
40	0%	TxDOT Permitting	60 days	Thu 8/10/23	Wed 11/1/23 33																																
41	0%	100% Design	135 days	Thu 9/21/23	Wed 3/27/24																																
42	0%	Prepare Plans	135 days	Thu 9/21/23	Wed 3/27/24																																
43	0%	General Sheets	1 day	Thu 9/21/23	Thu 9/21/23 33F-S+30																																
44	0%	Plan Sheets	15 days	Fri 9/22/23	Thu 10/12/23 43																																
45	0%	Detail Sheets	3 days	Fri 10/13/23	Tue 10/17/23 44																																
46	0%	Traffic Control	5 days	Wed 10/18/23	Tue 10/24/23 45																																
47	0%	Specifications	4 days	Wed 10/18/23	Mon 10/23/23 45																																
48	0%	OPCC	2 days	Tue 10/24/23	Wed 10/25/23 47																																
49	0%	QA/QC	2 days	Thu 10/26/23	Fri 10/27/23 48																																
50	0%	Plan Submittal	0 days	Fri 10/27/23	Fri 10/27/23 49																																
51	0%	City Review	5 days	Mon 10/30/23	Fri 11/3/23 50																																
52	0%	Revise Plans	10 days	Thu 3/14/24	Wed 3/27/24 51,38,34																																
53	0%	Bidding	49 days	Thu 3/28/24	Tue 6/4/24																																
54	0%	Notice to Bidders	3 days	Thu 3/28/24	Mon 4/1/24 33,52,38																																
55	0%	Advertisement	15 days	Tue 4/2/24	Mon 4/22/24 54																																
56	0%	Open Bids	1 day	Tue 4/23/24	Tue 4/23/24 55																																
57	0%	Review Bids	15 days	Wed 4/24/24	Tue 5/14/24 56																																
58	0%	City Council Agenda	5 days	Wed 5/15/24	Tue 5/21/24 57																																
59	0%	City Council Approves	5 days	Wed 5/22/24	Tue 5/28/24 58																																
60	0%	Circulation of Contract	5 days	Wed 5/29/24	Tue 6/4/24 59																																
61	0%	Construction	263 days	Wed 6/6/24	Fri 6/6/25																																
62	0%	Pre-Construction Meeting	3 days	Wed 6/5/24	Fri 6/7/24 60																																
63	0%	Construction	250 days	Mon 6/10/24	Fri 5/23/25 62																																
64	0%	Final Walkthrough	10 days	Mon 5/26/25	Fri 6/6/25 63																																

	Task	Summary	External Milestone	Inactive Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
	Task						
	Split						
	Milestone						
		Project Summary	Inactive Task	Inactive Milestone	Manual Task	Manual Summary	Progress
		External Tasks	Inactive Milestone	Duration-only	Start-only	Manual Summary	Deadline

Page 1



# Exhibit D

## Fee Schedule

**Project Name:** Kenney Fort Blvd 24-inch Reuse Water Line

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Design Management, Project Meetings, and Data Coll.	180	\$31,400.00	\$500.00	\$0.00	\$31,900.00
Task 2: Routing and Conceptual Design	170	\$32,800.00	\$1,000.00	\$0.00	\$33,800.00
Task 3: Preliminary Design (60%)	240	\$45,400.00	\$1,000.00	\$139,000.00	\$185,400.00
Task 4: Final Design (90%/100%)	600	\$115,200.00	\$1,000.00	\$0.00	\$116,200.00
Task 5: Easements and Permitting	300	\$58,400.00	\$1,300.00	\$94,000.00	\$153,700.00
Task 6: Bidding Services	75	\$13,900.00	\$500.00	\$0.00	\$14,400.00
Task 7: Construction Contract Administration	410	\$79,800.00	\$1,000.00	\$0.00	\$80,800.00
<b>GRAND TOTAL:</b>	1975	\$376,900.00	\$6,300.00	\$233,000.00	<b>\$616,200.00</b>



**Project Name:** Kenney Fort Blvd 24-inch Reuse Water I 0  
**Prepared By:** Kimlev-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)							Labor Total (Round)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst	Project Controller	Admin	Labor Total (hours)		
1	Design Management, PM, and DC		\$315.00	280.00	190.00	170.00	95.00	\$95.00			
	Project Management									14	
	General Administration and Subs			6	8				20		\$500
	Invoicing and Progress Reports	12 mo pro /24 mo inv		6	6		24			36	
	Data Collection			4	8		16			28	
	Kickoff Meeting			4	4	6				14	
2	Progress Meetings	6 meetings		12	12	27				51	
										0	
	Task Total (Hours)		0	36	46	49	24	20		175	180
	Task Total (Dollars)		\$0	\$10,080	\$8,740	\$8,330	\$2,280	\$1,900		\$31,330	\$31,400
	Routing and Conceptual Design										\$500
	GIS Basemap Development										
3	Alignment Exhibits	3 alternatives (GIS)		1	4	12				17	
	Field Visit			6	9	27				42	
	Analysis and Recommendation of Routes			9	9	9				27	
	Develop Concept OPCC			3	6	15				24	
	QA/QC			3	6	9				18	\$1,000
	Revisions per QA/QC		2	2	2					4	
	Workshop Prep			3	4	9				16	
	Workshop and Notes			1	1	3				4	
				4	4	6				14	
	Task Total (Hours)		2	31	43	90	0	0		166	170
4	Task Total (Dollars)		\$630	\$8,680	\$8,170	\$15,300	\$0	\$0		\$32,780	\$32,800
	Preliminary Design (60%)										\$1,000
	SUE	8 bores								0	\$36,000
	Geotech Fee	Design Survey								0	\$16,000
	Design Survey Fee									0	\$87,000
	Coordination of Subs			1	8	16				25	
	Survey Clean-up and Utilities			1	4	24				29	
	Prepare Cover Sheet				1	2				3	
	Prepare Plan Sheets	7 sheets		7	21	70				98	
	Prepare Details	4 sheets		4	8	16				28	\$1,000
5	Develop OPCC			2	4	6				12	
	QA/QC		6	6						12	
	Revisions and Deliverables			4	10	18				32	
										0	
	Task Total (Hours)		6	25	56	152	0	0		239	240
	Task Total (Dollars)		\$1,890	\$7,000	\$10,640	\$25,840	\$0	\$0		\$45,370	\$45,400
	Final Design (90%/100)										\$140,000
	90% Design									0	
	Prepare Cover Sheet				1	2				3	
	Prepare Project Notes and Sheet Index	2 sheets		1	4	8				13	
6	Prepare Control Sheet and Layout			1	2	6				9	
	Prepare Easement Layout			1	4	12				17	
	Prepare Project Access and Easement Plan	2 Sheets		1	4	12				17	
	Prepare Plan-Profile Sheets	2 Sheets		1	4	12				17	
	Prepare Details	7 sheets		7	21	70				98	\$1,000
	Prepare Erosion Control Plans	4 sheets		4	8	16				28	
	Prepare Erosion Control Details	4 sheets		2	4	8				14	
										4	
	3 Sheets			9	18	24				51	



[illegible]







## EXHIBIT E

Certificates of Insurance

Attached Behind This Page



ACORD™

Client#: 25320

KIMLHORN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. NAIC # 19445 INSURER B: Allied World Assurance Company (U.S.) 19489 INSURER C: New Hampshire Ins. Co. 23841 INSURER D: Lloyds of London 085202 INSURER E: INSURER F:
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	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			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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 N	N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: For All Projects with the City of Round Rock. The City of Round Rock, TX is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below will be provided.

## CERTIFICATE HOLDER

## CANCELLATION

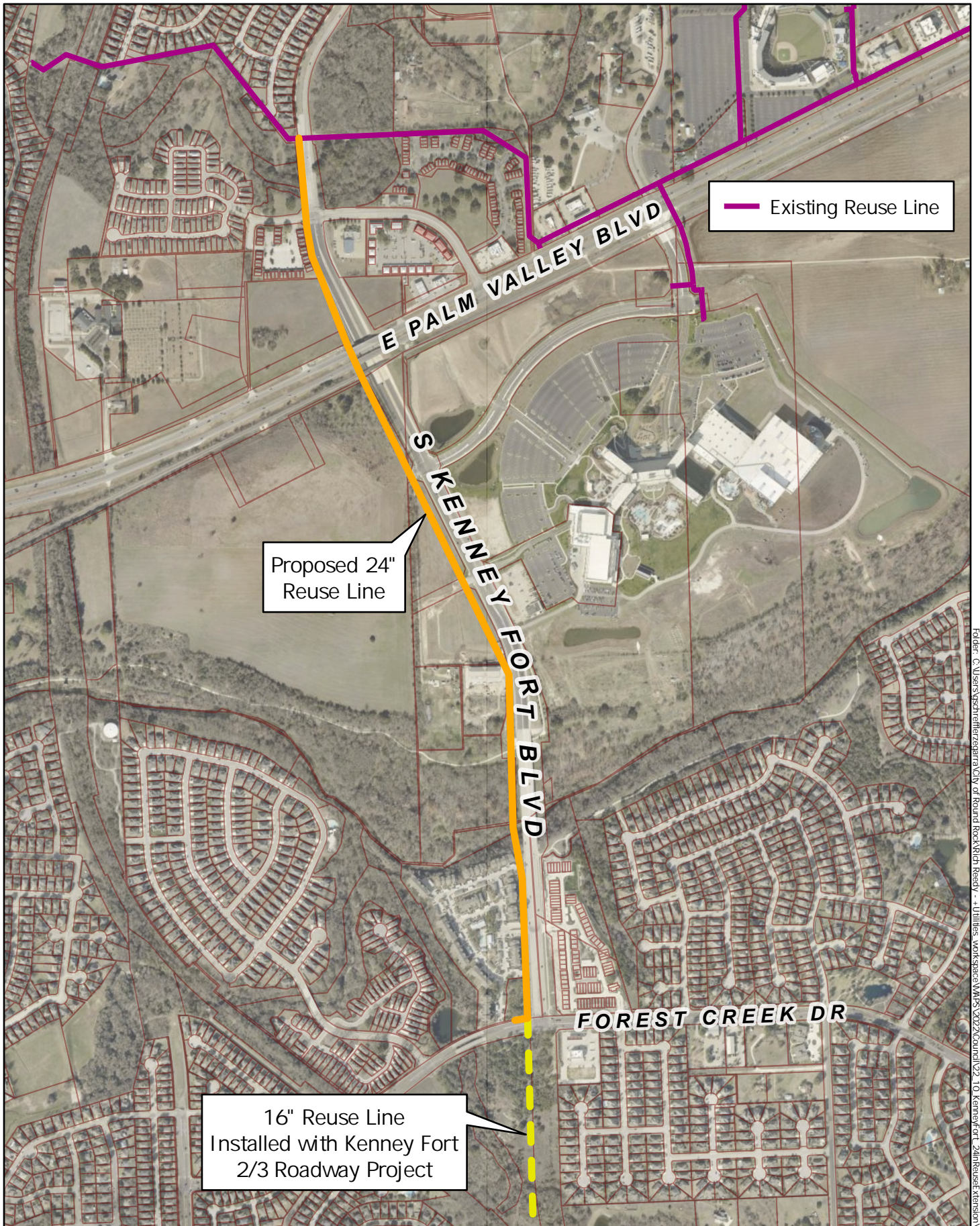
City of Round Rock, TX  
221 East Main Street  
Round Rock, TX 78664-0000

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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Folder: C:\Users\jchellie\workspace\City of Round Rock\Rich Reedy - Utilities - workspace\Maps\2022\Council\22\_10\_KenneyFort\_24inReuse\KenneyFort\_24inReuse.kmxd

Date: 10/10/2022 3:33 PM



# KENNEY FORT 24" REUSE LINE EXTENSION



# 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.**

Kimley-Horn and Associates, Inc.  
Dallas, TX United States

Certificate Number:  
2022-929980

Date Filed:  
09/06/2022

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.**

090622  
Kenney Fort 24-inch Reuse Line Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is [REDACTED].

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, 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 6TH day of SEPTEMBER, 2022.  
(month) (year)

*Sarah Meza*

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.**

Kimley-Horn and Associates, Inc.  
Dallas, TX United States

**Certificate Number:**  
2022-929980

**Date Filed:**  
09/06/2022

**Date Acknowledged:**  
09/08/2022

**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.**

090622  
Kenney Fort 24-inch Reuse Line Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	

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

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.15**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with CONSOR Engineers, LLC for tank cleaning services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$874,400.00

**Indexes:** Utility Fund

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

**Department:** Utilities & Environmental Services

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### **Text of Legislative File 2022-355**

The Utilities & Environmental Services Department has many water and reuse water storage tanks located throughout the City. The interior of these tanks need to be kept clean on a regular basis in order to deliver the best quality product to our customers. By having this contract in place, this will allow the City in a timely manner to clean and remove any sediment from the storage tanks annually. After submitting a Request for Quotes, CONSOR Engineers, LLC, which does business as U.S. Underwater, provided the best price for these tank cleaning services. They also have performed work for the City in the past and have delivered great results.

This contract would extend for five years with U.S. Underwater with a not-to-exceed amount of \$874,400 (\$174,880/year).

**Cost: \$874,400**

**Source of Funds: Utility Fund**



**RESOLUTION NO. R-2022-355**

**WHEREAS**, the City of Round Rock desires to retain professional consulting services for tank cleaning services, and for related goods and services; and

**WHEREAS**, CONSOR Engineers, LLC has submitted an Agreement for Professional Consulting Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said agreement with CONSOR Engineers, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Professional Consulting Services Agreement for Tank Cleaning Services with CONSOR Engineers, LLC, 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK  
PROFESSIONAL CONSULTING SERVICES AGREEMENT  
FOR TANK CLEANING SERVICES  
WITH  
CONSOR ENGINEERS, LLC**

**THE STATE OF TEXAS**

**§**

**CITY OF ROUND ROCK**

**§**

**KNOW ALL BY THESE PRESENTS:**

**§**

**COUNTY OF WILLIAMSON**

**§**

**COUNTY OF TRAVIS**

**§**

**§**

THAT THIS Professional Consulting Services Agreement for tank cleaning 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 \_\_\_\_\_, 2022, 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 **CONSOR ENGINEERS, LLC DBA "U.S. UNDERWATER"**, whose mailing address is 123 Sentry Drive, Mansfield, Texas 76063 (referred to herein as the "Consultant").

**RECITALS:**

**WHEREAS**, City desires to procure tank cleaning services; and

**WHEREAS**, City has determined that the procurement of said services is for a professional service; and

**WHEREAS**, City desires to procure tank cleaning services from Consultant and Consultant desires to provide said services; 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 Consultant whereby City agrees to purchase specified services and Consultant is obligated to provide same.



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 or extended as provided herein.

B. The term of this Agreement is 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.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Consultant to supply the services as set forth in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and is fully a part of this Agreement as if repeated herein in full.

## **4.01 SCOPE OF WORK**

Consultant shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Consultant's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Consultant has been specifically engaged. The Scope of Work may only be modified by a written Supplemental Agreement executed by both parties. Consultant shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.



## **5.01 COSTS**

A. Costs listed on the attached Exhibit "A" shall be the basis of any charges collected by the Consultant.

B. The City shall be authorized to pay Consultant an amount not-to-exceed **Eight Hundred Seventy-Four Thousand Four Hundred and No/100 Dollars (\$874,400.00)** for the term of this Agreement.

## **6.01 INVOICES**

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

- A. Name and address of Consultant;
- 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 Consultant 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 Consultant 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. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Consultant, 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 Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- 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 Consultant, cancel this Agreement without liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.01 TAXES**

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

#### **11.01 INSURANCE**

Consultant shall meet all insurance requirements as set forth at:  
<https://www.roundrocktexas.gov/departments/purchasing>

#### **12.0 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.



- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

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

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

Michael Thane  
Utilities and Environmental Services  
3400 Sunrise Road  
Round Rock, Texas 78665  
512-218-3236  
[mthane@roundrocktexas.gov](mailto:mthane@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 Consultant abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Consultant 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.

Consultant 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 Consultant.

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

C. Consultant 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 Consultant, Consultant 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, Consultant 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 Consultant that portion of the charges, if undisputed. The parties agree that Consultant 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**

Consultant 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 Consultant, or Consultant's agents, employees or subcontractors, in the performance of Consultant'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 Consultant (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. Consultant, 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 this contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

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.

#### **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 Consultant:**

CONSOR Engineers, LLC  
123 Sentry Drive  
Mansfield, TX 76063

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

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

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

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

**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.** Consultant 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.** Consultant understands and agrees that time is of the essence and that any failure of Consultant to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Consultant 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 Consultant'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 Consultant 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 Consultant have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

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

**Attest:**

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

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

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

**CONSOR Engineers, LLC**

By: Rachel Potter  
Printed Name: Rachel Potter  
Title: Director of Sales & Marketing  
Date Signed: 9-30-2022





# Exhibit "A"

**CONSOR Engineers, LLC**  
**dba U.S. Underwater**  
**123 Sentry Drive, Mansfield, TX 76063**  
**P: 800 860 2178 | F: 817 447 0021**

## Service Quote

Account Name	City of Round Rock	Date	6/22/2022
Contact Name	Michael De Santis	Prepared By	Ryan Enos
Email	mdesantis@roundrocktexas.gov	Email	renos@usunderwaterservices.com
Quote Number	00010446	Quote Name	Tank Cleanings- 2022 Round Rock
		Expiration Date	

Product	Line Item Description	Sales Price	Quantity	UOM	Total Price
Hourly Labor Rate	Stone Oak Standpipe- 1/8"-3/4" @ 90%	\$695.00	14.00	hour	\$9,730.00
Depth Pay (1 - 100)	Stone Oak Standpipe (Est. 8 dives @ 120')	\$2.00	800.00	foot	\$1,600.00
Depth Pay (101 - 150)	Stone Oak Standpipe (Est. 8 dives @ 120')	\$3.00	160.00	foot	\$480.00
Hourly Labor Rate	Vista Heights Standpipe- 1/4"-1 1/2" @ 85%	\$695.00	16.00	hour	\$11,120.00
Depth Pay (1 - 100)	Vista Heights Standpipe (Est. 10 dives at 130')	\$2.50	1,000.00	foot	\$2,500.00
Depth Pay (101 - 150)	Vista Heights Standpipe (Est. 10 dives @ 130')	\$4.00	300.00	foot	\$1,200.00
Hourly Labor Rate	Bowman Road Ground- 1/4"-1/2" @ 100%	\$525.00	6.00	hour	\$3,150.00
Hourly Labor Rate	Westinghouse GST- 1" @ 100%	\$525.00	6.00	hour	\$3,150.00
Hourly Labor Rate	Highway 1431 EST- 1/4"-3" @ 100%	\$525.00	8.00	hour	\$4,200.00
Hourly Labor Rate	High Country- 1/4"-2" @ 95%	\$525.00	10.00	hour	\$5,250.00
Hourly Labor Rate	Southeast Elevated- 1/48"-1 1/2" @ 95%	\$525.00	12.00	hour	\$6,300.00
Hourly Labor Rate	Chisholm Valley Elevated- 1/4"-3" @ 85%	\$525.00	16.00	hour	\$8,400.00
Hourly Labor Rate	Chandler Creek Elevated- 1/4"-3/4" @ 90%	\$525.00	12.00	hour	\$6,300.00
Hourly Labor Rate	South 81 Tower- 1/4"- @ 10%	\$525.00	8.00	hour	\$4,200.00
Hourly Labor Rate	South East Booster Ground- 1/16"-1" @ 30%	\$525.00	12.00	hour	\$6,300.00
Hourly Labor Rate	Lake Creek Ground- 1/8"-1" @ 30%	\$525.00	8.00	hour	\$4,200.00
Hourly Labor Rate	McNeil Road Ground- 1/8" @ 30%	\$525.00	4.00	hour	\$2,100.00
Hourly Labor Rate	Barton Hill- 1/2"- 3" @ 90%	\$525.00	10.00	each	\$5,250.00
Hourly Labor Rate	Clearwell #4 North- 3/4"- 3" @ 100%	\$525.00	22.00	hour	\$11,550.00
Hourly Labor Rate	Clearwell #3 West- 1/2"- 2" @ 10%	\$525.00	18.00	hour	\$9,450.00
Hourly Labor Rate	Clearwell #1 South- 1/8"- 2" @ 60%	\$525.00	14.00	hour	\$7,350.00
Hourly Labor Rate	Clearwell #2 East- 1/8"- 2" @ 80%	\$525.00	18.00	hour	\$9,450.00
Hourly Labor Rate	Reuse Elevated- 4"-48" @ 100%	\$525.00	50.00	hour	\$26,250.00
Hourly Labor Rate	Reuse Clearwell- 6"-36" @ 100%	\$525.00	40.00	hour	\$21,000.00
Mobilization/Demobilization	Standpipe Team	\$2,500.00	1.00	trip	\$2,500.00
Mobilization/Demobilization	Ground/Elevated Team	\$1,900.00	1.00	trip	\$1,900.00

## Estimated Total Project Cost

Total Price \$174,880.00

Total Price is based off our best, good faith evaluation of the effort required to complete the scope of work given the information available at the time of the quote. We reserve the right to adjust prices due to changes in the work scope, errors or omission of information.



Description Sediment removal from water storage tanks using commercial divers. Tanks will remain full of water and in service, sediment will be discharged on site. Estimate is based on current sediment levels in the tanks as of 6/16/2022. This is a T&M estimate, USU will bill for actual number of hours/trips. Hourly rate includes labor, equipment & Per Diem.

Exhibit "A"

## Standard Terms & Conditions

### CLARIFICATIONS

Service Quote is contingent upon availability of personnel and equipment.

Final billing will reflect the actual work done times the applicable unit of measure. Quantities quoted are based on our best, good faith effort to estimate the full scope and cost of the project.

Standard payment terms are Net 30 days.

USU accepts Visa and MasterCard for invoice payment. A 3.5% processing fee will be added to the total amount invoiced for all payments made using a credit or purchase card.

Scope of work will be performed will meet all American Water Works Association (AWWA) requirements and OSHA 29 CFR specifications, including AWWA current standards (ANSI/AWWA c652-92) regarding disinfection procedures when conducting underwater activities in potable water storage facilities. All equipment used will be for potable water only.

Water access hatches must have dimensions of 24" x 24" or greater for diver entry.

Client is responsible for coordinating the turning off radio frequency (RF) antennas/transmitters which could create an unsafe work environment. USU will charge \$450.00 per hour for all downtime caused by delays related to unsafe RF activity.

To efficiently complete work, USU requires 10 hours access to tank sites per day. If site is not accessible for at least the 10-hour minimum, Client may be subject to additional fees and/or mobilization charges. Client must have tanks full prior to arrival of the dive team. Additional onsite delays not caused by USU will be subject to an hourly charge of \$450.00. This includes but is not limited to: waiting on Client to arrive, waiting for keys, insect infestations, tanks not being full and baffle walls not revealed to USU prior to agreement in scope of work. Baffle walls create a larger scope of work; please disclose baffle walls so that USU may properly estimate the job.

Project Supervisor will consult with the client representative on the final decision regarding safe working conditions.

If additional mobilization is required to complete a project caused by customer related downtime, USU will invoice additional mobilization fees.

Should Contractor be inhibited or denied access to a facility to perform an inspection a standard exterior inspection checklist will be completed, and Client will be billed for full quoted inspection price.

Unless otherwise noted, standpipes will be inspected to 60', and remainder will be inspected by drop camera.

Inspection reports will include a proposal of recommendations for compliance with applicable AWWA, OSHA, TCEQ (Texas only) or state standards/requirements. USU will provide digital copies of the completed report. Paper copies of the report can be obtained by client request.

Water level indicator repairs/component replacement is not warranted unless the entire system is replaced.

**HOURLY RATE CLAUSE:** Sediment removal & other applicable work specified in line items above will be billed hourly per the rate quoted for each tank. Prices above are shown with an estimated quantity of hours; final billing will be based on the total number of hours spent working on sediment removal/other applicable activity including setup, tear-down and waiting for tanks to fill/refill. Sediment removed will be discharged on-site and will the responsibility of the Client to dispose of. Should Client require the sediment hauled offsite, USU must reconsider the scope of work and adjust pricing accordingly. Unless otherwise stated, rock & other debris are not included in standard sediment removal. Should these items be found, USU will notify Client and adjust the price according to the new scope of work. Client must be able to maintain a full water level during the sediment removal process.

**Pressure Tank Clause, if applicable:** A full internal (if accessible) and external inspection will be conducted. Client understands tanks must be drained, de-pressurized and opened prior to inspection. Client is responsible for resealing hatches and drains as well as replacing gaskets.

**Epoxy Repair Clause, if applicable:** Water temperature must be above 40 degrees F for all epoxy repairs. The Aquatopoxy product is a two-part epoxy which requires a minimum of [2] gallons per facility. Syntho-steel is a solid stick that requires a minimum of [1] stick per facility. Even though these are extremely durable products, this type of repair is considered temporary. There are no warranties or guarantees on epoxy work. Unless otherwise specified, pricing does not include site specific training. If a pre-project orientation/training is required to access the site, Client must notify USU prior to quote acceptance. Additional charges may apply for site specific orientation/training.

**I hereby certify that I have read and agree to the above terms and conditions of this service quote.**

### Quote Acceptance Information

Signature \_\_\_\_\_

Title \_\_\_\_\_

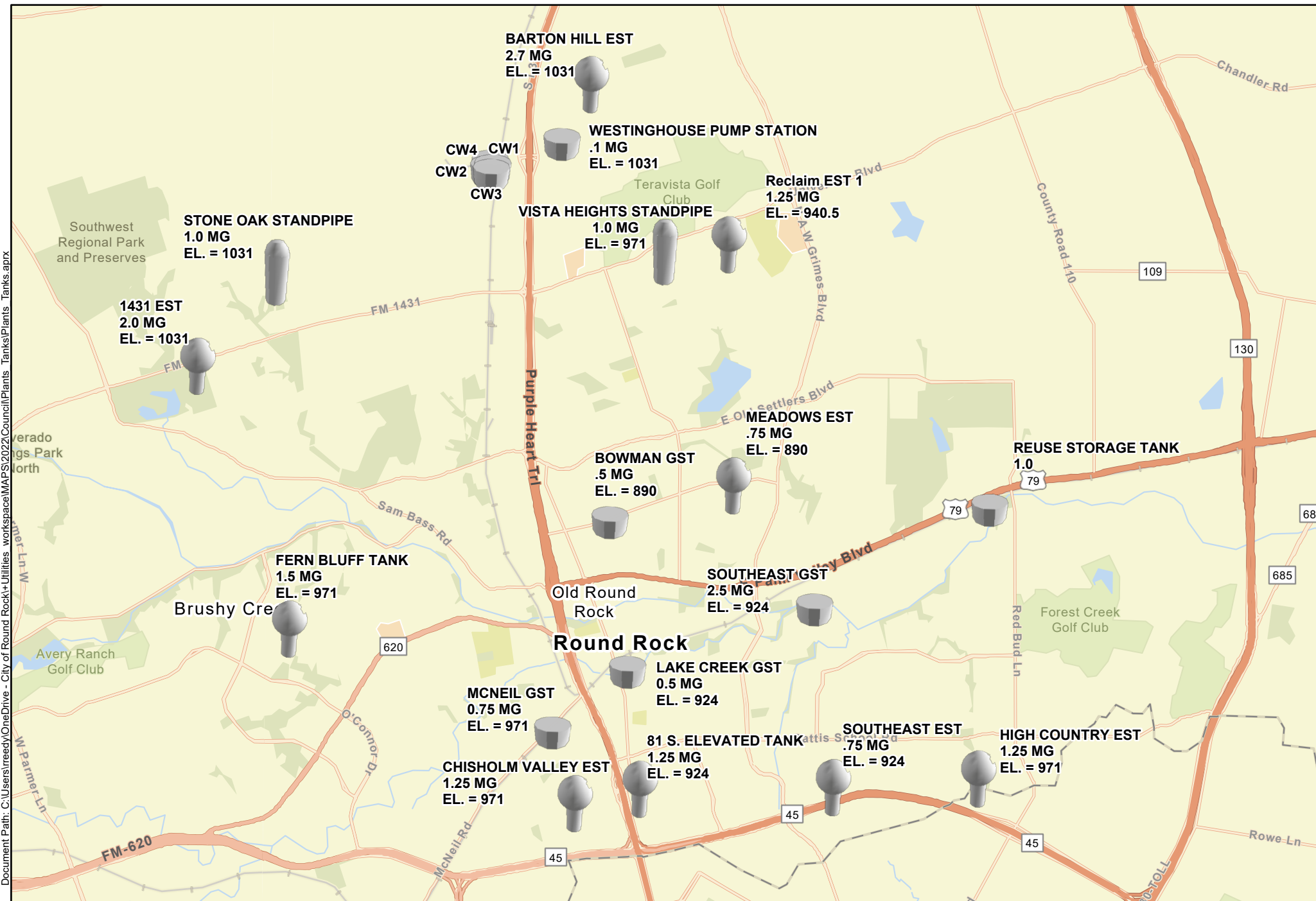
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order # \_\_\_\_\_ Please provide copy of purchase order, if applicable.



Document Path: C:\Users\ireedy\OneDrive - City of Round Rock\Utilities\workspace\MAPS\2022\Council\Plants Tanks.aprx



Date: 10/10/2022



# CITY OF ROUND ROCK WATER STORAGE TANKS



# 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:**  
2022-940680

**Date Filed:**  
10/04/2022

**Date Acknowledged:**

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

CONSOR Engineers, LLC dba U.S. Underwater  
Mansfield, TX United States

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

City of Round Rock

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

PCSA 9/22  
Tank Cleaning Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rayasam, Chris	Portland, OR United States	X	
	Shimanek, Mindy	Houston, TX United States	X	
	Schwartz, Zina	Houston, TX United States	X	
	Rangaswamy, Raj	Coral Gables, FL United States	X	
	Gernant, Erik	Chicago, IL United States	X	
	Gwilliam, Scott	Chicago, IL United States	X	
	Patil, Sandeep	Houston, TX United States	X	

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

☐**6 UNSWORN DECLARATION**

My name is Rachel Potter, and my date of birth is [REDACTED].

My address is 123 Sentry Drive, Mansfield, TX 76063, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of TX, on the 4 day of Oct, 2022.  
(month) (year)

Rachel Potter

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.**

CONSOR Engineers, LLC dba U.S. Underwater  
Mansfield, TX United States

**Certificate Number:**  
2022-940680

**Date Filed:**  
10/04/2022

**Date Acknowledged:**  
10/13/2022

**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.**

PCSA 9/22  
Tank Cleaning Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rayasam, Chris	Portland, OR United States	X	
	Shimanek, Mindy	Houston, TX United States	X	
	Schwartz, Zina	Houston, TX United States	X	
	Rangaswamy, Raj	Coral Gables, FL United States	X	
	Gernant, Erik	Chicago, IL United States	X	
	Gwilliam, Scott	Chicago, IL United States	X	
	Patil, Sandeep	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: H.16**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CDM Smith, Inc. for the 2022 Water Master Plan Update Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

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

**Cost:** \$115,000.00

**Indexes:** Self-Financed Water Construction

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

**Department:** Utilities & Environmental Services

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### **Text of Legislative File 2022-351**

In order to complete the 2023 Impact Fee Analysis and Report, an update of the 2020 Water Master Plan is necessary. Since the 2020 Water Master Plan was completed, the City of Round Rock has experienced a large volume of new residential developments and large industrial users start the development process. Additionally, construction costs associated with future projects has increased substantially. Updating the Master Plan will allow the City to revise or confirm the schedule and budget of each project in the current Utility Capital Improvements Program in order to meet the future demands of the water distribution system.

This professional services contact is for CDM Smith, Inc. to evaluate current and future water demands based on land use and development assumptions and to evaluate future demands based on projected system growth. CDM will update the current water system computer model to account for changes since the 2020 Water Master Plan. Based on their analysis, CDM will provide the updated 10-year Capital Improvement Plan which will be used in the 2023 Impact Fee Analysis. CDM will also update and evaluate the City's reuse water distribution system as part of the Water Master Plan analysis.

**Cost: \$115,000**

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







**RESOLUTION NO. R-2022-351**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the 2022 Water Master Plan Update Project, and

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

**WHEREAS**, the City Council desires to enter into said contract with CDM Smith, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with CDM Smith, Inc. for the 2022 Water Master Plan Update Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT  
"A"**



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

**FIRM:** CDM SMITH, INC. ("Engineer")  
**ADDRESS:** 9430 Research Boulevard, Suite 1-200, Austin, TX 78759  
**PROJECT:** 2022 Water Master Plan Update

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

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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



## **CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

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



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

#### **ARTICLE 4** **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Fifteen Thousand and No/100 Dollars, (\$115,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

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

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

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

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



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

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

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

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

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

## **ARTICLE 7**

### **NOTICE TO PROCEED**

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

## **ARTICLE 8**

### **PROJECT TEAM**

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

Christopher "Kit" Perkins, P.E.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 341-3145



Mobile Number (512) 676-9047  
Fax Number (512) 218-5563  
Email Address [cperkings@roundrocktexas.gov](mailto:cperkings@roundrocktexas.gov)

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

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

Allen D. Woelke  
Vice President  
9430 Research Boulevard, Suite 1-200  
Austin, TX 78759  
Telephone Number (512) 346-1100  
Fax Number (512) 345-1483  
Email Address [WoelkeAD@cdmsmith.com](mailto:WoelkeAD@cdmsmith.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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



## **ARTICLE 10**

### **SUSPENSION**

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

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

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

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

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

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



### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

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

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

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

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

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

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



City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering



Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2)** As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**(3)** In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates



against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

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

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.



## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City’s Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled “Certificates of Insurance.”

## **ARTICLE 27** **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 28** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

## **ARTICLE 29** **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

City of Round Rock  
Attention: City Manager  
221 East Main Street  
Round Rock, TX 78664

and to:

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

**Engineer:**

Allen D. Woelke  
Vice President  
9430 Research Boulevard, Suite 1-200  
Austin, TX 78759



### **ARTICLE 33**

#### **GENERAL PROVISIONS**

**(1) Time is of the Essence.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

**(2) Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**(4) Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.



**ARTICLE 34**  
**SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

*[signature page follows]*



CDM SMITH, INC.

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

Signature of Principal

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



CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

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



### **LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |



EXHIBIT A  
City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task.



## EXHIBIT B

### Engineering Services

Engineering Services to be provided:

#### Task 1 – Meetings & Project Management

Meetings are required to ensure the project is satisfying the objectives and OWNER expectations.

Meetings anticipated include the following:

- **Meeting 1 – Project Initiation:** In-person/teleconference meeting with ENGINEER and OWNER staff. Duration of approximately two hours to review scope and gather information.
- **Additional Meetings:** Other meetings where ENGINEER needs to be present may include one City Council Meeting.

The project management portion of this task involves ENGINEER's day-to-day administrative, technical, and financial management of project activities to meet budget, schedule, scope, and quality objectives. This effort includes coordinating meetings, managing staff and quality milestones, and preparing monthly invoices and progress reports.

- **Deliverables:**
  - Meeting agendas / minutes / action items / slides

#### Task 2 – Data Collection

Data from OWNER will be collected from GIS, water production, recent developments, new population projections, ongoing capital and developer water infrastructure projects, and recent population/water service connection growth data. Since the master plan was completed in early 2021 using 2019 data, the volume of new data should be limited. A brief memorandum/table will be produced that outlines the data needs. ENGINEER will review the data and follow-up with OWNER regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing/updating necessary databases.

- **Deliverables:**
  - Data request memorandum / table

#### Task 3 – Water Model Updates

ENGINEER will update the existing 2021 water distribution system hydraulic model to reflect current system conditions (year 2022). This task includes adding/updating key pipes based on recent updates to the GIS data, and planned projects, especially capital projects that are moving forward since the last master plan.

The existing model demands for 2019 current conditions will be retained with estimates of additional demands incorporated based on ongoing developments to be added into the 5-year and 10-year time frames based on information provided by OWNER's wastewater master plan consultant.

OWNER has developed new data related to pump curves and system curves for the high service pumps at the Round Rock Water Treatment Plant. ENGINEER will evaluate available data for typical conditions



on average and peak days, and measured pump output versus model predictions, to determine whether updates to pump curves are warranted. ENGINEER will adjust pump curves if needed to reflect field data.

ENGINEER will use the updated model to produce a current (2022) conditions model to combine existing demands with planned OWNER improvements within the next few years (projects in construction or under design) to be able to provide more flexibility for evaluating proposed improvement alternatives. ENGINEER will then use demand projections from above to update the scenarios for the future planning horizons (2027, 2032 and 2042). Demands will only be updated for average day scenarios. Maximum day scenarios will use a factor times average day. This factor will be determined as part of Task 3, specifically whether to update the factor used in the last master plan

- **Deliverables:**

- Summary of new developments, rate of development assumptions, and revisions to 2027, 2032 and 2042 demands
- Summary of new pump data (water plant high service pumps), comparison to model pump curves, and recommended model adjustments
- Planning level model files (WaterCAD format) for updated scenarios

#### Task 4 – Water System Analysis

ENGINEER will apply the updated model for the 2027, 2032 and 2042 scenarios, with an emphasis on 2027 and 2032, to determine whether the recent increase in growth rate will impact master plan recommendations or timing for planned projects. The analysis will emphasize maximum day demands and pressures/flows and system operation. Fire flow and water age will only be considered for updated existing conditions (2022) and are not anticipated to have changed significantly from the last master plan.

As part of the task, ENGINEER will also update the long-range demand projection developed for the previous master plan, through the year 2052, to allow OWNER to assess current supply capacity.

- **Deliverables:**

- Updated recommendations for 5-year and 10-year planning horizons
- Conceptual recommendations for 20-year planning horizon
- 30-year (2023-2052) average and maximum day demand projections

#### Task 5: Update Capital Improvement Plan (CIP)

ENGINEER will evaluate relative timing and severity of system deficiencies identified in Tasks 3 and 4 to identify and prioritize projects for implementation, specifically whether any new projects are required or if any of the prior master plan recommendations need to be modified (upsized, occur in a different year, etc.). Recommended projects will be grouped into immediate action (next few years), near-term (2028-2032) and long-term (by 2042) planning horizons.

To support CIP planning, ENGINEER will develop/update opinions of probable construction costs for each recommended project, in current dollars including engineering and contingencies. To support ENGINEER, OWNER will provide construction cost information from recent projects that ENGINEER can rely on when preparing the CIP cost information.



ENGINEER will also produce large scale citywide maps showing proposed projects and recommended in-service dates. After development of the draft CIP, ENGINEER will meet with OWNER to discuss the draft including project timing, phasing, and costs, and will update the CIP as necessary based on meeting outcomes.

ENGINEER will meet with impact fee consultant to discuss the costs and capacity of proposed projects for the immediate action and near-term horizons (i.e., through 2032).

- **Deliverables:**
  - Draft and final CIP document including maps
  - Council presentation slides

### Task 6: Update Reclaimed System Model and Analyze System

ENGINEER will update the existing reclaimed water system model to include new customers and new and proposed system projects. ENGINEER will also work with OWNER to review data and improve pattern assignments for large customers. As part of this task, OWNER will provide any available data on reclaimed high service pumping or elevated tank levels, or more detailed billing data for existing customers. Customer demand patterns for up to ten customers will be updated.

ENGINEER will apply the updated model to review predicted flows and pressures across the system, and to recommend alternatives to address existing and/or anticipated pressure issues.

- **Deliverables:**
  - Updated reclaimed water model
  - Technical memorandum on model updates and system recommendations



EXHIBIT C  
Work Schedule

**Schedule**

ENGINEER will provide the services described above in Tasks 1 through 6 within five months of receipt of a notice-to-proceed.

<b><u>Task Name</u></b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>
Task 1 - Meetings and Project Management					
Task 2 - Data Collection					
Task 3 - Water Model Updates					
Task 4 - Water System Analysis					
Task 5 - Update Capital Improvement Plan (CIP)					
Task 6 - Update Reclaimed Model and Analyze System					



## EXHIBIT D

### Fee Schedule

#### Fee

ENGINEER will provide the services described above in Tasks 1 through 6 for a not-to-exceed amount of \$115,000. An estimate of hours and cost by task is provided below. Invoices will be prepared based on the Billing Rate Schedule provided below and other direct charges passed through at ENGINEER's cost. ENGINEER will prepare invoices monthly based on hours by personnel category and billing rate in each of the tasks listed below. The hours and cost by task are an estimate and hours and cost by task may vary from the values provided below.

<b>Task</b>	<b>Hours</b>	<b>Total</b>
Task 1 - Meetings and Project Management	48	\$ 9,312
Task 2 - Data Collection	46	\$ 6,764
Task 3 - Water Model Updates	254	\$ 40,084
Task 4 - Water System Analysis	162	\$ 24,524
Task 5 - Update Capital Improvement Plan (CIP)	68	\$ 11,722
Task 6 - Update Reclaimed Model and Analyze System	146	\$ 22,594
<b>Project Totals</b>	<b>724</b>	<b>\$ 115,000</b>

#### Billing Rate Schedule

<b>Personnel Category</b>	<b>Billing Rate (\$/hour)</b>
Officer-in-Charge	\$322
Project Manager	\$218
Technical Specialist	\$322
Senior Technical Advisor	\$305
Engineer 8	\$262
Engineer 7	\$240
Engineer 6	\$219
Engineer 5	\$197
Engineer 4	\$175
Engineer 3	\$153
Project Engineer 1/2	\$142
Senior Technician/CAD	\$148
Drafter	\$126
Senior Administration	\$120
Contract Administration	\$109
Clerical	\$98



EXHIBIT E

Certificates of Insurance

Attached Following this Page





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> 866-283-7122	<b>FAX (A/C. No.):</b> 800-363-0105
<b>INSURED</b> CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> LM Insurance Corporation	33600
	<b>INSURER B:</b> Liberty Insurance Corporation	42404
	<b>INSURER C:</b> Liberty Mutual Fire Ins Co	23035
	<b>INSURER D:</b> ACE Property & Casualty Insurance Co.	20699
<b>INSURER E:</b> Lloyd's Syndicate No. 2623	AA1128623	
<b>INSURER F:</b> Commerce & Industry Ins Co	19410	

**COVERAGES****CERTIFICATE NUMBER:** 570095865525**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.

Limits shown are as requested


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6042	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-062	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG28194687006	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA561DB8T8Z6012 AOS WC5611B8T8Z6022 WI	01/01/2022 01/01/2022	01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Archit&Eng Prof			PSDEF2200033 Professional/Claims Made	01/01/2022	01/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Round Rock - All Projects.

The City of Round Rock is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Round Rock Attn: City Manager 221 East Main St. Round Rock TX 78664 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Holder Identifier : AEDGJ

Certificate No : 570095865525







**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

[illegible]



**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570095865525		
CARRIER See Certificate Number: 570095865525	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liab Policy # PSDEF2200033

Beazley (Syndicates 2623/0623) - 25%  
BRIT (Syndicate 2987) - 25%  
Munitus (Syndicate 4242) - 12.5%  
Re/Rn (Syndicate 1458) - 10%  
Castelmga (Syndicate 2525) - 5%  
Convex (Syndicate 1984) - 7.50%  
Berkshire - 15%



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions or
2. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations or the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project other than service, maintenance or repairs to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed or

2. That portion of "your work" of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most you will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement or
2. Available under the applicable Limits of Insurance shown in the Declarations or whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p> <input type="checkbox"/> Person or Organization to whom <input type="checkbox"/> be <input type="checkbox"/> be obligated to include as an Additional Insured as a result of an <input type="checkbox"/> contract or agreement <input type="checkbox"/> enter into.         </p>	<p>Per the <input type="checkbox"/> contract or agreement</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	



Policy Number TB7-611-B8T8Z6-042

Issued by LIBERTY INSURANCE CORPORATION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
HOUSEHOLD COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY DEMOLITION COVERAGE PART  
SEMI-TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
<input type="checkbox"/> Schedule of each person or Organization provided to us by the first named insured within 15 days of written cancellation notice received by the first named insured for any reason other than nonpayment of premium as Required by written Contract		30

A. I/we can cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, in advance, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the policy. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

Blanket person or organization who may have agreed in writing to add as an additional Insured but only to coverage and limit its obligation required by the written agreement, and in no event to exceed either the scope of coverage or the limit of insurance provided in this policy.

Information required to delete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the policy. This endorsement is contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



Policy Number AS2-611-B8T8Z6-062

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
HOUSEHOLD COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY / DEMOLITION COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket – as required by written contract		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, in advance, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. I/we cancel this policy for an reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the e-mail or mailing address listed below at least 10 days, or the number of days listed below, in advance, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation operation is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. 561D-B8T8-6012 Effective Date 1/1/2022 Premium \$

Issued to



# 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.**

CDM Smith  
Austin, TX United States

**Certificate Number:**  
2022-941613

**Date Filed:**  
10/06/2022

**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  
ESC with CORR-2022 WMP

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walters, Gae	Boston, MA United States	X	
	Wall, Timothy	Boston, MA United States	X	
	Tunncliffe, Peter	Boston, MA United States	X	
	Stevenson, Howard	Boston, MA United States	X	
	Marcaccio, Mario	Boston, MA United States	X	
	Forgas, Julia	Boston, MA United States	X	
	Desmaris, Thierry	Boston, MA United States	X	
	Bouchard, Anthony	Boston, MA United States	X	
	Banner, Jennifer	Boston, MA United States	X	

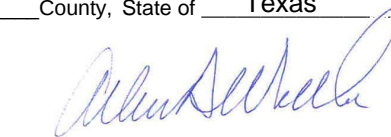
**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Allen D. Woelke, and my date of birth is                     .

My address is 4101 Galacia Dr., Austin, TX, 78759, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas on the 6th day of October, 20 22.  
(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.**

CDM Smith  
Austin, TX United States

**Certificate Number:**  
2022-941613

**Date Filed:**  
10/06/2022

**Date Acknowledged:**  
10/13/2022

**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  
ESC with CORR-2022 WMP

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walters, Gae	Boston, MA United States	X	
	Wall, Timothy	Boston, MA United States	X	
	Tunncliffe, Peter	Boston, MA United States	X	
	Stevenson, Howard	Boston, MA United States	X	
	Marcaccio, Mario	Boston, MA United States	X	
	Forgas, Julia	Boston, MA United States	X	
	Desmaris, Thierry	Boston, MA United States	X	
	Bouchard, Anthony	Boston, MA United States	X	
	Banner, Jennifer	Boston, MA 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.17**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for the 2022 Wastewater Master Plan Update Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$161,300.00

**Indexes:** Self-Financed Wastewater Construction

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Utilities & Environmental Services

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### **Text of Legislative File 2022-352**

The City updates the Wastewater Capital Recovery (Impact) Fee approximately every three to five years. In order to complete the upcoming 2023 Impact Fee Study, an update of the 2020 Wastewater Collection System Master Plan is necessary. Updating the Master Plan will allow the City to revise or confirm the schedule and budget of the projects in the current Utility Capital Improvements Program in order to meet the future demands of the wastewater collection system.

This contract is to evaluate current and future wastewater demands, compare future demands to system capacities and verify and update the current wastewater collection system computer model. This information will assist in determining an appropriate wastewater impact fee to charge for new connections to the system.

In addition, the scope of this contract includes miscellaneous engineering tasks on an as-needed basis. These services may include analysis of wastewater collection system issues that are anticipated from proposed development and analysis of available system capacities.

**Cost: \$161,300**

**Source of Funds: Self-Financed Wastewater Construction**







**RESOLUTION NO. R-2022-352**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the 2022 Wastewater Master Plan Update Project, and

**WHEREAS**, HDR Engineering, Inc. has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract with HDR Engineering, Inc.,  
Now Therefore

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,**

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with HDR Engineering, Inc. for the 2022 Wastewater Master Plan Update Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



**EXHIBIT**

**"A"**



**CITY OF ROUND ROCK  
CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** HDR ENGINEERING, INC. ("Engineer")  
**ADDRESS:** 613 NW Loop 410, Suite 700, San Antonio, TX 78216-5507  
**PROJECT:** 2022 Wastewater Master Plan Update

**THE STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:



## **CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

### **ARTICLE 1** **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

### **ARTICLE 2** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

### **ARTICLE 3** **CONTRACT TERM**

(1) **Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) **Work Schedule.** Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.



**(3) Notice to Proceed.** After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

#### **ARTICLE 4** **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Sixty-One Thousand Three Hundred and No/100 Dollars, (\$161,300.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

#### **ARTICLE 5** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve



Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 7**

### **NOTICE TO PROCEED**

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

## **ARTICLE 8**

### **PROJECT TEAM**

City's Designated Representative for purposes of this Contract is as follows:

David Freireich, P.E.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 671-2756



Fax Number (512) 218-5563  
Email Address [dfreireich@roundrocktexas.gov](mailto:dfreireich@roundrocktexas.gov)

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Heather Lindner, P.E.  
Project Manager  
613 NW Loop 410, Suite 700  
San Antonio, TX 78216-5507  
Telephone Number (210) 841-2826  
Fax Number N/A  
Email Address [Heather.lindner@hdrinc.com](mailto:Heather.lindner@hdrinc.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.



## **ARTICLE 10**

### **SUSPENSION**

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.



### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.



City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering



Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2)** As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**(3)** In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates



against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.



## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

## **ARTICLE 27** **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 28** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

## **ARTICLE 29** **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

City of Round Rock  
Attention: City Manager  
221 East Main Street  
Round Rock, TX 78664

and to:

Stephanie L. Sandre  
City Attorney  
309 East Main Street  
Round Rock, TX 78664

**Engineer:**

Heather Lindner, P.E.  
Project Manager  
613 NW Loop 410, Suite 700  
San Antonio, TX 78216-5507



### **ARTICLE 33**

#### **GENERAL PROVISIONS**

**(1) Time is of the Essence.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

**(2) Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**(3) Enforcement and Venue.** This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**(4) Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.



**ARTICLE 34**  
**SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

*[signature page follows]*



HDR ENGINEERING, INC.

By: 

Signature of Principal

Printed Name: TODD C. WARRIX



CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk



### **LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |



**Exhibit A**

**City Services**

The City of Round Rock will furnish to the Engineer the following items/information:

- Attend virtual coordination meetings and calls as needed with HDR.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous reports and any other data relative to the Project at the ENGINEER's disposal.
- Review and comment on the draft master plan addendum.



## **Exhibit B**

### **Engineering Services**

Engineering Services to be provided:

#### **Background**

Since the completion of the City of Round Rock's (City) 2020 wastewater master plan, the City has experienced growth at significantly higher densities than assumed. This update to the wastewater master plan scope of work authorizes HDR to perform services to revise the 10-year growth projections based on recent trends showing higher density multi-family and mixed use developments. The revised 10-year growth projections will be used to update the 10-year CIP project definitions and opinions of probable construction cost (OPCC) in light of recent volatility in construction costs for the City's use with the upcoming impact fee update.

#### **HDR Services**

##### **Task 1 – Revised 10-year LUE Projections**

- a) HDR will incorporate proposed development locations and associated living unit equivalent (LUE) counts (provided by the City) into previous 10-year projections.
- b) HDR will review the additional areas previously identified for growth in the 10-year timeframe during the 2020 master plan, which are in addition to the currently proposed developments. For these areas, HDR will compare the previously assumed 10-year LUE density to the LUE densities in the currently proposed developments. In coordination with the City, the previous 10-year assumed LUE density for these areas will be adjusted to be consistent with the densities associated with the currently proposed developments.
- c) In coordination with the City, HDR will prepare a revised 10-year LUE projection shapefile for:
  - i) The City's wastewater Certificate of Convenience and Necessity (CCN) for use in the wastewater master plan update.
  - ii) The City's water CCN for use in the water master plan addendum, performed by others.
- d) HDR will perform general project management activities including invoicing, correspondence, filing, quality assurance and quality control.

#### **Assumptions:**

- No kickoff meeting is anticipated. Coordination meetings and workshops will be held virtually.
- The City will provide a map or GIS shapefile of all developments that are currently proposed or planned, since the completion of the 2020 master plan, and associated LUE counts.
- LUE projections at build-out will not be updated as part of this addendum.

#### **Deliverables:**

- Data request, in email format.
- Revised 10-year LUE projections for the water CCN and wastewater CCN, in GIS shapefile format.



- Each shapefile will include the count of projected additional LUEs per parcel anticipated to develop within 10 years.

**Task 2 – Validate Hydraulic Model (If data is available)**

- a) HDR will validate the hydraulic model by comparing existing system model-predicted average dry weather flows with average dry weather flows recorded by up to five flow meters (to be installed by the City), if data from the flow meters is available during this study.
- b) If the average dry weather flow recorded by the flow meters is substantially different (generally  $\pm 25\%$ ) than the dry weather flow predicted by the model, HDR will adjust the dry weather flow contribution in the upstream flow meter basin.
  - i) A comprehensive model calibration will not be conducted. If necessary, this model adjustment will be limited to revisions to dry weather model loadings and diurnal profiles.
  - ii) Wet weather flow meter data will not be evaluated or compared to the model predicted wet weather flow.

**Assumptions:**

- If flow metering data is available, the data will be provided by the City in tabular format (Excel or CSV), or HDR will be given access to the online data through the flow metering vendor.
- If flow metering data is not available during this update, HDR will proceed with the current model, and this task will not be performed.

**Task 3 – Update Hydraulic Model**

- a) HDR will utilize updated GIS information provided by the City to update the City's wastewater hydraulic model with new infrastructure constructed since the 2020 model update.
- b) HDR will load the revised 10-year LUE projections developed under Task 1 into a 10-year projected model scenario. The LUEs will be added based on the City's standards of 280 gallons per day per LUE for dry weather wastewater flows.
  - i) Wet weather flow parameters will remain the same as the master plan.
  - ii) The current reserved interceptor capacity for flow from regional partners will stay the same, and will not change or increase in the 10-year model scenario.

**Assumptions:**

- Revised customer water consumption data will not be included in this update.
- Existing lift stations and special structures included in the current hydraulic model will not be modified for this update.
- The City will provide recent wastewater treatment plant (WWTP) monthly influent flow, and percentage of flow attributed from the City, as determined by previous flow monitoring with regional partners.
- The city will provide updated sanitary sewer GIS data including new collection facilities in the City's wastewater CCN since the 2020 master plan model, including:
  - Gravity pipelines with upstream manhole IDs, downstream manhole IDs, length, diameter and slope
  - Manholes with rim and invert elevations (in and out)



- Force mains with upstream lift station names, downstream manhole IDs, length, and diameter
- Where the GIS data has not yet been updated, as-built or design drawings will be provided
- Additional GIS data, including:
  - Water and wastewater CCN boundary
- The hydraulic model will remain in the SewerGEMS software.
- Only pipes ten inches in diameter or larger will be modeled, except select smaller pipes as needed for connectivity.

***Deliverables:*** Updated hydraulic model.

#### **Task 4 – 10-year Capital Improvements Plan (CIP) and Wastewater Master Plan Updates**

- a) HDR will review the hydraulic model results with the revised 10-year LUE projections, during peak wet weather conditions, to determine if:
  - i) Previously identified 10-year CIP projects are still adequate to convey revised 10-year projected peak wet weather flows.
    - (1) If not, HDR will determine if the diameter and/or extents of the previously identified CIP projects need to be increased.
  - ii) Revised 10-year projected peak wet weather flows create additional surcharging within the existing system and require new 10-year CIP projects not previously identified.
    - (1) The criteria to trigger the need for a new CIP project in the existing system will be consistent with the master plan, including allowing gravity mains to surcharge to within two feet of the manhole rim during wet weather events.
  - iii) CIP projects previously identified as a build-out CIP project should be increased in priority and moved into the 10-year CIP.
- b) CIP projects required in the regional interceptor system will be evaluated through the upcoming regional master plan and will not be identified as part of this study.
- c) Once the revised 10-year CIP project list is defined and reviewed with the City, HDR will update the OPCC for each 10-year CIP project in the revised list.
  - i) The OPCC for build-out projects will not be updated as part of this addendum.
  - ii) A separate Brushy Creek regional master plan will be performed by others. HDR will not evaluate any improvements in the regional interceptors and will focus this update on wastewater infrastructure solely owned by the City. If the regional master plan identifies any 10-year CIP projects the City would like to include, the City will provide those project descriptions and associated OPCCs to HDR.
  - iii) CIP project budgets will be developed with procedures consistent with master planning efforts including high-level planning construction costs (materials, labor, and equipment) and soft costs (engineering, surveying, land acquisition, environmental studies and contingencies).
  - iv) The proposed projects identified under Task No. 5 are at the conceptual design stage, and all OPCCs developed under this task order will be considered Class 5 estimates, with the associated level of expected accuracy as defined by the AACE Recommended Practice No. 18R (2016). The range of anticipated accuracy is 20-50% below and 30-100% above.



- d) HDR will summarize the results of the 10-year LUE projection updates and 10-year CIP updates into an addendum to the wastewater master plan.
- e) HDR will coordinate with the City and their consultants on a revised wastewater impact fee and provide requested modeling and CIP information.

***Deliverables:***

- Draft and final addendum to wastewater master plan, in PDF format, including:
  - Description and maps of revised 10-year LUE projections
  - Summary of changes to hydraulic model, and updated hydraulic model results with revised 10-year LUE projections
  - Updated 10-year CIP map and project list, including revised OPCCs
- Comments from the City on the draft addendum will be incorporated into the final addendum.

***Meetings/Workshops:***

- One workshop to review capacity analysis of system with revised 10-year LUE projections, attended by HDR's Project Manager and one Project Engineer.
- One workshop to review revised 10-year CIP list, attended by HDR's Project Manager and one Project Engineer.

***Assumptions:***

- Opinions of probable construction cost, and any resulting conclusions on project financial or economic feasibility or funding requirements, will be prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. HDR makes no warranty that City costs will not vary from HDR's estimate as these costs depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. Because of these factors, project feasibility, benefit/cost ratios, risks, and funding needs must be carefully reviewed prior to making specific financial decisions or establishing project budgets to help ensure proper project evaluation and adequate funding.

**Task 5 – On-Call Model Updates**

- a) This task is to perform miscellaneous engineering tasks on an "as needed" basis for immediate tasks deemed necessary by the City staff. These services may include, but are not limited to, the following: Analysis of future sanitary sewer flows anticipated from proposed developments, and analysis of available system capacity downstream.
- b) These tasks will be issued by individual requests. Proposed fees will be agreed upon for each task before issuance of written Notice to Proceed for each task request.



**Exhibit C****Work Schedule**

The preliminary schedule for the project is as follows.

Task 1 – Revise 10-year Projections	30 calendar days from receipt of requested data
Task 2 – Validate Hydraulic Model	30 calendar days from receipt of flow metering data
Task 3 – Update Hydraulic Model	30 calendar days from completion of Task 2
Task 4 – Update 10-year CIP	45 calendar days from completion of Task 3
Task 5 – On-Call Model Updates	To be completed by December 31, 2027



**Exhibit D****Fee Schedule**

Payment to ENGINEER will be on a lump sum basis for Tasks 1-4 as shown below.

If data for Task 2 is not available during the time of this update, Task 2 will be removed from HDR's scope of services, and the lump sum fee amount listed for Task 2 below will be removed from the project fee.

Task 1 – Update 10-year Projections	\$8,350
Task 2 – Validate Hydraulic Model (if data is available)	\$8,425
Task 3 – Update Hydraulic Model	\$4,610
Task 4 – Update 10-year CIP	\$19,915
Task 5 – On-Call Model Updates	\$120,000
<b>Total (Tasks 1-4)</b>	<b>\$161,300</b>

Payment to the ENGINEER will be on an hourly basis for Task 5 as shown in the Fee Schedule below. The maximum not to exceed amount for Task 5 is **\$120,000**.

These billing rates will be effective through December 31, 2022. Billing rates for work performed after December 31, 2022 will be negotiated with the City.

<u>Classification</u>	<u>Billing Rate</u>
Principal	\$ 300
Project Manager	\$ 215
Senior Engineer/Modeler	\$ 260
Project Engineer II	\$ 180
Project Engineer I	\$ 145
Graduate Engineer	\$ 120
CADD/GIS Technician	\$ 130
Senior CADD/GIS Technician	\$ 180
Admin/Clerical/Accounting	\$ 130



**Exhibit E**

**Certificates of Insurance**

Attached Behind This Page





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

5/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA, NE 68106	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Lloyds of London	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 16241857**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>ARCH &amp; ENG PROFESSIONAL LIABILITY</b>	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WASTEWATER MASTER PLAN UPDATE. HDR PROJECT MANAGER: HEATHER LINDNER

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

16241857  
CITY OF ROUND ROCK  
ATTN: DAVID FREIREICH  
2008 ENTERPRISE DRIVE  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



This endorsement, effective: 06/01/2022 12:01 A.M.

Forms a part of policy no.: P001412200

Issued to: HDR, Inc

By: Lloyd's of London

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#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same



# 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.**

HDR Engineering, Inc.  
Austin, TX United States

**Certificate Number:**  
2022-947152

**Date Filed:**  
10/21/2022

**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 - 2022 WWMP Update  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LeCureux, David	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, TX United States	X	
	O'Reilly, Charles	Boston, MA United States	X	
	Keen, Eric	Omaha, NE United States	X	
	HDR, Inc.	Omaha, NE United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is Mark D. Borenstein, and my date of birth is 9/06/72.

My address is 710 Hester's Crossing, Suite 150, Round Rock, TX, 78681, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 21st day of October, 2022.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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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.**

HDR Engineering, Inc.  
Austin, TX United States

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10/21/2022

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City of Round Rock

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000000 - 2022 WWMP Update  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LeCureux, David	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, TX United States	X	
	O'Reilly, Charles	Boston, MA United States	X	
	Keen, Eric	Omaha, NE United States	X	
	HDR, Inc.	Omaha, NE 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.18**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 3.12 acres located east of Warner Ranch Drive and south of A.W. Grimes.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Map

**Department:** Planning & Development Services

---

### Text of Legislative File 2022-333

This agreement requires all available city services to be provided to the property upon annexation into the city.



## **RESOLUTION NO. R-2022-333**

**WHEREAS**, pursuant to Texas Local Government Code, Chapter 43, Section 43.003, a home-rule municipality may extend to the boundaries of the municipality and annex area adjacent to the municipality; and

**WHEREAS**, Texas Local Government Code, Chapter 43, Subchapter C-3, authorizes municipalities to annex an area on the request of all property owners in an area; and

**WHEREAS**, the City of Round Rock, Texas (the “City”) has received a petition for annexation from Round Rock Korean Presbyterian Church (the “Owner”) requesting the annexation of 3.12 acres out of the William Barker Survey No. 47, Abstract No. 109, in Travis County, Texas, located east of Warner Ranch Drive and South of AW Grimes Boulevard (the “Property”); and

**WHEREAS**, the City desires to proceed with the annexation of the Property; and

**WHEREAS**, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated a written agreement with the owner of the Property regarding the provision of services to the Property upon annexation (“Municipal Services Agreement”); and

**WHEREAS**, the City and Owner desire to enter into this Municipal Services Agreement and abide by the terms therein, 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 Municipal Services Agreement, 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 27th day of October, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**

**"A"**

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK, TEXAS  
AND  
ROUND ROCK KOREAN PRESBYTERIAN CHURCH**

THIS MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_, 2022, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Round Rock Korean Presbyterian Church (the "Owners").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area if each of the owners of the land in an area request the annexation; and

**WHEREAS**, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owners that sets forth services to be provided by the municipality for the properties in the affected area; and

**WHEREAS**, the Owners own certain parcels of land situated in Williamson County, Texas, which consists of approximately 3.12 of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Property" or the "Area"); and

**WHEREAS**, the Owners have filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "2011 Glenn Drive tract" (the "Annexation"); and

**WHEREAS**, the City and Owners desire to set forth the City services to be provided for the Property on or after the effective date of the Annexation pursuant to Section 43.0672; and

**WHEREAS**, the Annexation and execution of this Agreement are subject to approval by the governing body of the City; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation.
- 2. INTENT.** It is the intent of the City that this Agreement provide the delivery of full, available municipal services to the Property as described herein, in accordance with State law, which may be accomplished through any means permitted by law.



### **3. MUNICIPAL SERVICES.**

A. Commencing on the effective date of the annexation, the City will provide the municipal services set forth below. For the purposes of this Agreement, the term “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and the developer or Owner’s participation, in accordance with applicable State law and City ordinances, rules, regulations and policies.

i. Fire and Police Services. The City will provide these services to the Area.

ii. Planning, Zoning, Building and Code Enforcement. The City will provide comprehensive planning, land development, land use, and building review, inspection services and code enforcement in accordance with all applicable laws, ordinances, rules, regulations, and policies.

iii. Water. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If, and when, the Property is developed, platted, or the current use(s) of the Property changes in the future, landowners shall be required to fund and construct necessary water capital improvements to serve the annexed Property in accordance with applicable State law and the City’s ordinances, rules, regulations, and policies.

iv. Solid Waste Service. Within its corporate boundaries, the City currently contracts with Central Texas Refuse (dba “Round Rock Refuse”) for residential collection only. Any commercial development in the Area shall contract individually for solid waste collection services.

B. It is understood and agreed that the City is not required to provide any service that is not explicitly included in this Agreement.

**4. AUTHORITY.** The City and the Owners represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. The Owners acknowledge that approval of the Annexation is within the sole jurisdiction of the City’s governing body. Nothing in this Agreement guarantees favorable decisions by the City’s governing body.

**5. SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never a part of the Agreement.



6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of this Agreement will be interpreted in accordance with the laws of the State of Texas.
7. **GOVERNING LAW 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.
8. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
9. **WAIVER.** The failure of either party to insist on the performance of any term of provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE PROPERTY.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land compromising the Property and is binding on the Owners.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of the annexation of the Property.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor



**Attest:**


By: \_\_\_\_\_  
Meagan Spinks, City Clerk

For City, Approved as to Form:

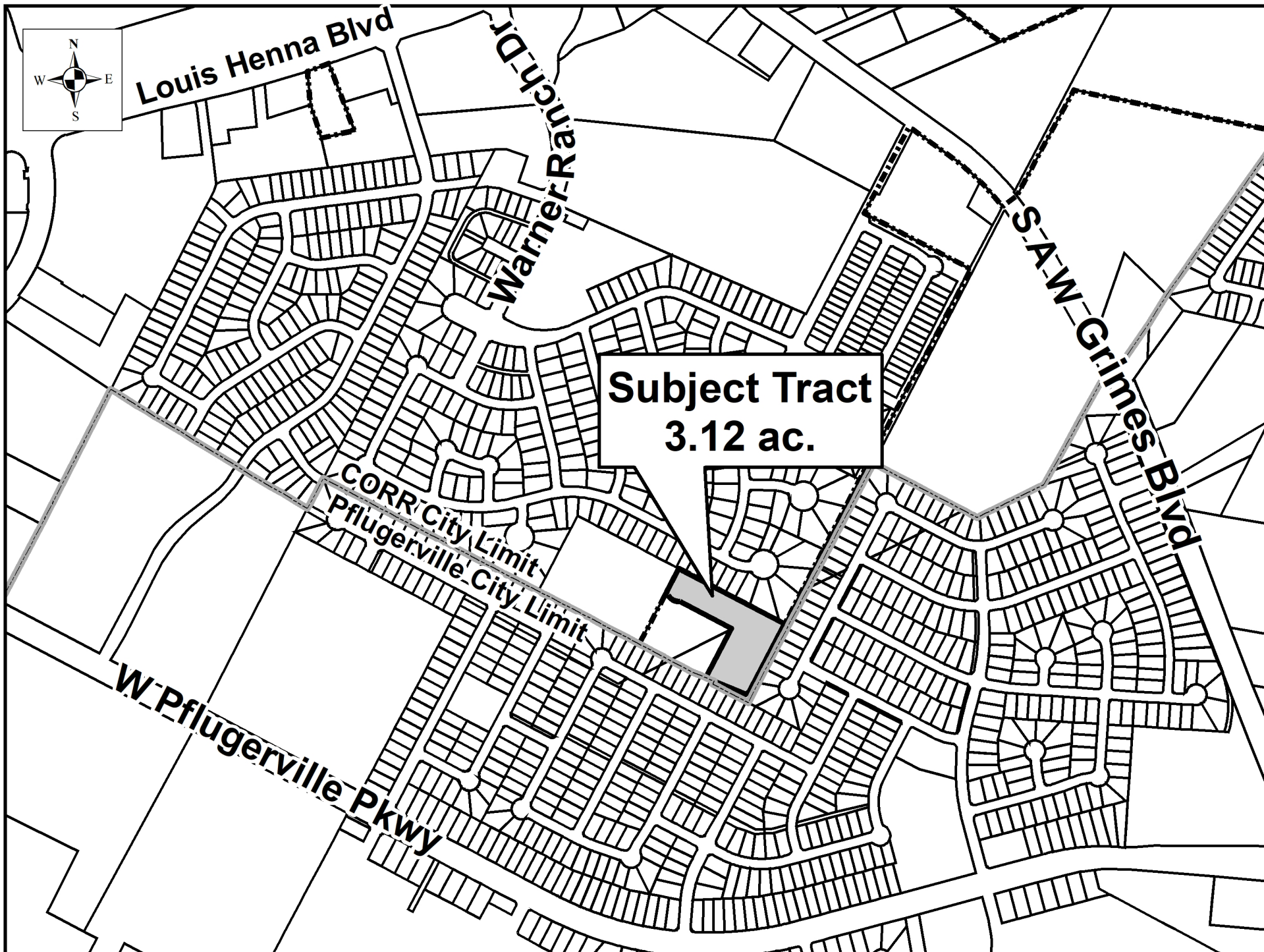
By: \_\_\_\_\_  
Stephanie Sandre, City Attorney

**OWNER(S):**

\_\_\_\_\_  
KWANG SUK KIM  
Round Rock Korean Presbyterian Church

  
\_\_\_\_\_  
9/15/2022





Louis Henna Blvd

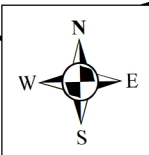
Warner Ranch Dr

S-A-W Grimes Blvd

Subject Tract  
3.12 ac.

CORR City Limit  
Pflugerville City Limit

W Pflugerville Pkwy







# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.1

---

**Title:** Consider public testimony regarding, and an ordinance annexing approximately 3.12 acres located east of Warner Ranch Drive and south of S. A.W. Grimes. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Map

**Department:** Planning & Development Services

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### Text of Legislative File 2022-334

The property owner, Round Rock Korean Presbyterian Church, has petitioned for this property to be annexed into the city limits. A municipal services agreement and zoning for the property will be considered in a separate agenda item.



**ORDINANCE NO. O-2022-334**

**AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 3.12 ACRES OF LAND, OUT OF THE WILLIAM BARKER SURVEY NO. 47, ABSTRACT NO. 109, IN TRAVIS COUNTY, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, the City of Round Rock, Texas (the “City”) is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended; and

**WHEREAS**, the City desires to annex approximately 3.12 acres of land out of the William Barker Survey Number 47, Abstract No.109, more fully described and depicted in Exhibit “A,” attached hereto and incorporated herein for all purposes (collectively the “Property”); and

**WHEREAS**, pursuant to Texas Local Government Code, Chapter 43, Section 43.003, a home-rule municipality may extend to the boundaries of the municipality and annex area adjacent to the municipality; and

**WHEREAS**, Texas Local Government Code, Chapter 43, Subchapter C-3, authorizes municipalities to annex an area on the request of all property owners in an area; and

**WHEREAS**, the City has received a petition for annexation from all property owners for the 3.12 acre tract further described in Exhibit “A,” and



**WHEREAS**, the petition for annexation is attached as Exhibit “B” hereto and incorporated herein for all purposes; and

**WHEREAS**, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated October 27, 2022, with the owners of the Property regarding the provision of services to the Property upon annexation, of which a copy of the applicable service plan and schedule is attached hereto and incorporated herein for all purposes as Exhibit “C;” and

**WHEREAS**, the City Council provided public notice and held a public hearing on October 27, 2022, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.106; and

**WHEREAS**, the City has complied with all requirements established under the Texas Local Government Code necessary to take this action annexing the Property,

**WHEREAS**, the City Council hereby considers it appropriate to grant the petition for annexation, Now Therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:**

**I.**

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**II.**

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.



**III.**

That the property described in Exhibit "A" is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

**IV.**

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

**V.**

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

**VI.**

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

**VII.**

That this Ordinance shall become effective after its passage.

**VIII.**

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

**IX.**

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of



being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

**X.**

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 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



**Exhibit “A”**

Property Description

[See attached Legal Description.]





Exhibit A

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

**3.12-Acre Tract  
Williamson and Travis County, Texas**

**D&A Job No. 2257-003  
August 10, 2022**

**DESCRIPTION  
3.12 Acre Tract**

**BEING A 3.12 ACRE TRACT OF LAND OUT THE WILLIAM BARKER SURVEY NUMBER 47, ABSTRACT NUMBER 109, IN TRAVIS COUNTY, TEXAS, BEING PART OF A 5.368 ACRE TRACT CONVEYED TO ROUND ROCK KOREAN PRESBYTERIAN CHURCH, RECORDED IN DOCUMENT NUMBER 2008092732 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS [O.P.R.W.C.T.], SAID 3.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a “mag nail” with “Doucet” shiner, set for the northeast line of said Lot 8, for the common southeast line of Cade Lake drive of Final Plat Warner Phase Two, Section Four, recorded in Document Number 2016108667 of the Plat Records of Williamson County, Texas [P.R.W.C.T.], same being in the northwest corner of said 5.368 acre tract;

**THENCE** S63°22'15"E, with the common line and of said 5.368 acre tract and said Cade Lake drive, a distance of 25.17 feet to a “mag nail” with “Doucet” shiner, set same being the common south line of said Block G, of the Final Plat Warner Ranch Phase Two, Section four, of Lot 43, and the northeast corner of said 5.368 acre tract;

**THENCE** S62°22'51"E, with the common line and of said 5.368 acre tract and said Cade Lake drive, passing a distance of 11.08' the southwest corner of lot 50 and continuing for a total distance of 550.65 feet to 1/2 inch iron rod found, same being the common south corner of said Block G, of the Final Plat Warner Ranch Phase Two, Section four, of Lot 43, and the northeast corner of said 5.368 acre tract;

**THENCE** S27°37'29"W, with the common line of a called 1.52 acre tract of land conveyed to Rahim Manjiyan in Document Number 2017014913 of the [O.P.R.W.C.T.] and described vol. 2058, pg. 239 of the Deed Records of Travis County, Texas [D.R.T.C.T.] and of said 5.368 acre tract, a distance of 369.66 feet to 5/8 inch iron rod found an angle point of said 5.368 acre tract;

**THENCE** S52°38'21"W, continuing along the common line of said called 1.52 acre tract of land a distance of 19.10 feet to a 1/2 inch iron rod with Rippy inc, found for the southeast corner of said 5.368 acre tract;

**THENCE** N67°47'31"W, with the common line of said called 1.52 acre tract of land and Cambridge Heights Phase B, Section 4 Final Plat, recorded in Cabinet T, Slide 118 and Document number 2000068831 [P.R.W.C.T.], a distance of 209.78 feet to 1/2 inch iron rod with Doucet cap, set for an angle point of the tract described herein;

**THENCE** N27°46'26"E, over and across said 5.368-acre tract, a distance of 267.12 feet to 1/2 inch iron rod with Doucet cap, and for an angle corner of the tract described herein;

**THENCE** N62°05'41"W, over and across said 5.368-acre tract, a distance of 280.81 feet to 1/2 inch iron rod with Doucet cap, set for the beginning of a curve to the right, and for an angle corner of the tract described herein;

**THENCE** with said curve to the right, having an arc length of 69.04 feet, a radius of 60.00 feet, a delta angle of 65°55'50", and a chord which bears N62°05'41"W, for a distance of 65.30 feet to a 1/2 inch iron rod with Doucet cap, set for an angle corner of the tract described herein;

**THENCE** N62°05'41"W, over and across said 5.368-acre tract, a distance of 13.39 feet to 1/2 inch iron rod with Doucet cap, set for the northeast line of said 5.19 acre tract, and for an angle corner of the tract described herein;

**THENCE** N27°34'48"E, with the west line of said 5.19 acre tract, same being the east line of said 5.368 acre tract, a distance of 137.40 feet to the **POINT OF BEGINNING** and containing 3.12 acres.

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.





# DOUCET

Basis of bearing is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are grid values and may be converted to surface by using the surface adjustment factor of 1.00011.

Units: U.S. Survey Feet.

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my direct supervision.

08/11/2022

J. Dillon Fugate

Date

Registered Professional Land Surveyor

Texas Registration No. 6360

Doucet & Associates

Dfugate@DoucetEngineers.com

TBPELS Firm Registration No. 10105800





**NOT TO SCALE**



# DOUCET

**Civil Engineering // Entitlements // Geospatial**  
**7401 B. Highway 71 W, Ste. 160**  
**Austin, TX 78735, Tel: (512)-583-2600**  
**www.doucefengineers.com**  
**TBPE Firm Number: 3937**  
**TBPELS Firm Number: 10105800**

Survey Date: 07/28-2022



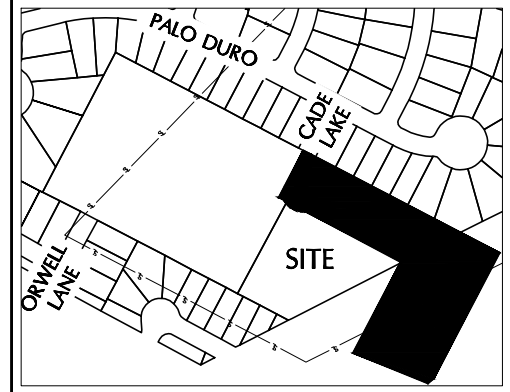
# LEGEND

- IRON ROD FOUND  
[UNLESS NOTED]
- ▲ "MAG NAIL" WITH "DOUCET"  
SHINER SET
- 1/2" IRON ROD WITH  
"DOUCET" CAP SET
- [AS NOTED]
- ⊗ ELECTRIC PULL BOX
- WATER VALVE
- Ⓢ STORM SEWER MANHOLE
- Ⓣ TELEPHONE PEDESTAL
- POWER POLE
- TREE
- BENCHMARK FOUND
- ⓔ ELECTRIC METER
- ⓔ ELECTRIC TRANSFORMER
- Ⓦ WASTEWATER MANHOLE
- Ⓦ WATER MANHOLE
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- R.C.P. REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON  
COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS,  
WILLIAMSON COUNTY, TEXAS
- (.....) RECORD INFORMATION
- PROPERTY LINE
- EXISTING EASEMENT
- ADJOINER PROPERTY LINE
- OE ——— OVERHEAD ELECTRIC
- // ——— EXISTING WOOD FENCE
- S ——— APPROXIMATE SURVEY LINE



## VICINITY MAP

NOT TO SCALE



MEMUCAN HUNT SURVEY, ABSTRACT NO. 314  
WILLIAM BARKER SURVEY, ABSTRACT NO. 107

### BENCHMARK NOTE:

BENCHMARK # 200

ELEVATION: 806.52'

DESCRIPTION: SQUARE CUT SET IN CONCRETE CURB,  
LOCATED ON THE WEST SIDE OF CADE LAKE DRIVE  
AND 11.44 FEET NORTH FROM A MAGNAIL WITH  
"DOUCET" SHINER SET FOR THE NORTHEAST CORNER  
OF THE HEREIN 5.19-ACRES. [SHOWN HEREON]

### UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND  
UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY  
MEASURE BASED UPON OBSERVED SURVEY  
LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE  
RESPONSIBILITY FOR DETERMINING THE DEPTH OR  
LOCATION OF UNDERGROUND UTILITIES WITHIN OR  
AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD  
BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

### CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE  
SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN  
DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH  
2010) AND A VERTICAL DATUM OF NAVD88, GEOID  
12B. ALL COORDINATE VALUES AND DISTANCES  
SHOWN ARE GRID VALUES AND MAY BE CONVERTED  
TO SURFACE BY USING THE SURFACE ADJUSTMENT  
FACTOR OF 1.00011.

UNITS: US SURVEY FEET.

I, J. DILLON FUGATE, REGISTERED PROFESSIONAL  
LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT  
AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN  
DATE REPRESENT AN ACTUAL SURVEY PERFORMED  
ON THE GROUND UNDER MY SUPERVISION.



*J. Dillon Fugate* 08/10/2022  
J. DILLON FUGATE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6360  
DOUCET & ASSOCIATES  
DFUGATE@DOUCETENGINEERS.COM

### CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	69.04'	60.00'	65°55'50"	N62°05'41"W	65.30'

3.12 ACRE  
(136,045 SQUARE FEET)  
BOUNDARY SURVEY  
CITY OF ROUND ROCK,  
WILLIAMSON COUNTY, TEXAS



# DOUCET

Civil Engineering // Entitlements // Geospatial  
7401 B. Highway 71 W, Ste. 160  
Austin, TX 78735, Tel: (512)-583-2600  
www.doucetengineers.com  
TBPE Firm Number: 3937  
TBPELS Firm Number: 10105800

Date: 08/10/2022

Scale: N/A

Drawn by: JRT

Reviewer: DF

Project: 2257-003

Sheet: 4 OF 4

Field Book: 536

Party Chief: PAC

Survey Date: 07/28-2022




**Exhibit “B”**

Annexation Petition



# ANNEXATION PETITION

  
\_\_\_\_\_  
Notary Public, State of Texas



**Exhibit “C”**

Services Agreement



**EXHIBIT**

**"C"**

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK, TEXAS  
AND  
ROUND ROCK KOREAN PRESBYTERIAN CHURCH**

THIS MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_, 2022, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Round Rock Korean Presbyterian Church (the "Owners").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area if each of the owners of the land in an area request the annexation; and

**WHEREAS**, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owners that sets forth services to be provided by the municipality for the properties in the affected area; and

**WHEREAS**, the Owners own certain parcels of land situated in Williamson County, Texas, which consists of approximately 3.12 of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Property" or the "Area"); and

**WHEREAS**, the Owners have filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "2011 Glenn Drive tract" (the "Annexation"); and

**WHEREAS**, the City and Owners desire to set forth the City services to be provided for the Property on or after the effective date of the Annexation pursuant to Section 43.0672; and

**WHEREAS**, the Annexation and execution of this Agreement are subject to approval by the governing body of the City; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation.
- 2. INTENT.** It is the intent of the City that this Agreement provide the delivery of full, available municipal services to the Property as described herein, in accordance with State law, which may be accomplished through any means permitted by law.



### **3. MUNICIPAL SERVICES.**

A. Commencing on the effective date of the annexation, the City will provide the municipal services set forth below. For the purposes of this Agreement, the term “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and the developer or Owner’s participation, in accordance with applicable State law and City ordinances, rules, regulations and policies.

i. Fire and Police Services. The City will provide these services to the Area.

ii. Planning, Zoning, Building and Code Enforcement. The City will provide comprehensive planning, land development, land use, and building review, inspection services and code enforcement in accordance with all applicable laws, ordinances, rules, regulations, and policies.

iii. Water. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If, and when, the Property is developed, platted, or the current use(s) of the Property changes in the future, landowners shall be required to fund and construct necessary water capital improvements to serve the annexed Property in accordance with applicable State law and the City’s ordinances, rules, regulations, and policies.

iv. Solid Waste Service. Within its corporate boundaries, the City currently contracts with Central Texas Refuse (dba “Round Rock Refuse”) for residential collection only. Any commercial development in the Area shall contract individually for solid waste collection services.

B. It is understood and agreed that the City is not required to provide any service that is not explicitly included in this Agreement.

**4. AUTHORITY.** The City and the Owners represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. The Owners acknowledge that approval of the Annexation is within the sole jurisdiction of the City’s governing body. Nothing in this Agreement guarantees favorable decisions by the City’s governing body.

**5. SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never a part of the Agreement.



6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of this Agreement will be interpreted in accordance with the laws of the State of Texas.
7. **GOVERNING LAW 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.
8. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
9. **WAIVER.** The failure of either party to insist on the performance of any term of provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE PROPERTY.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land compromising the Property and is binding on the Owners.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of the annexation of the Property.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor



**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

For City, Approved as to Form:

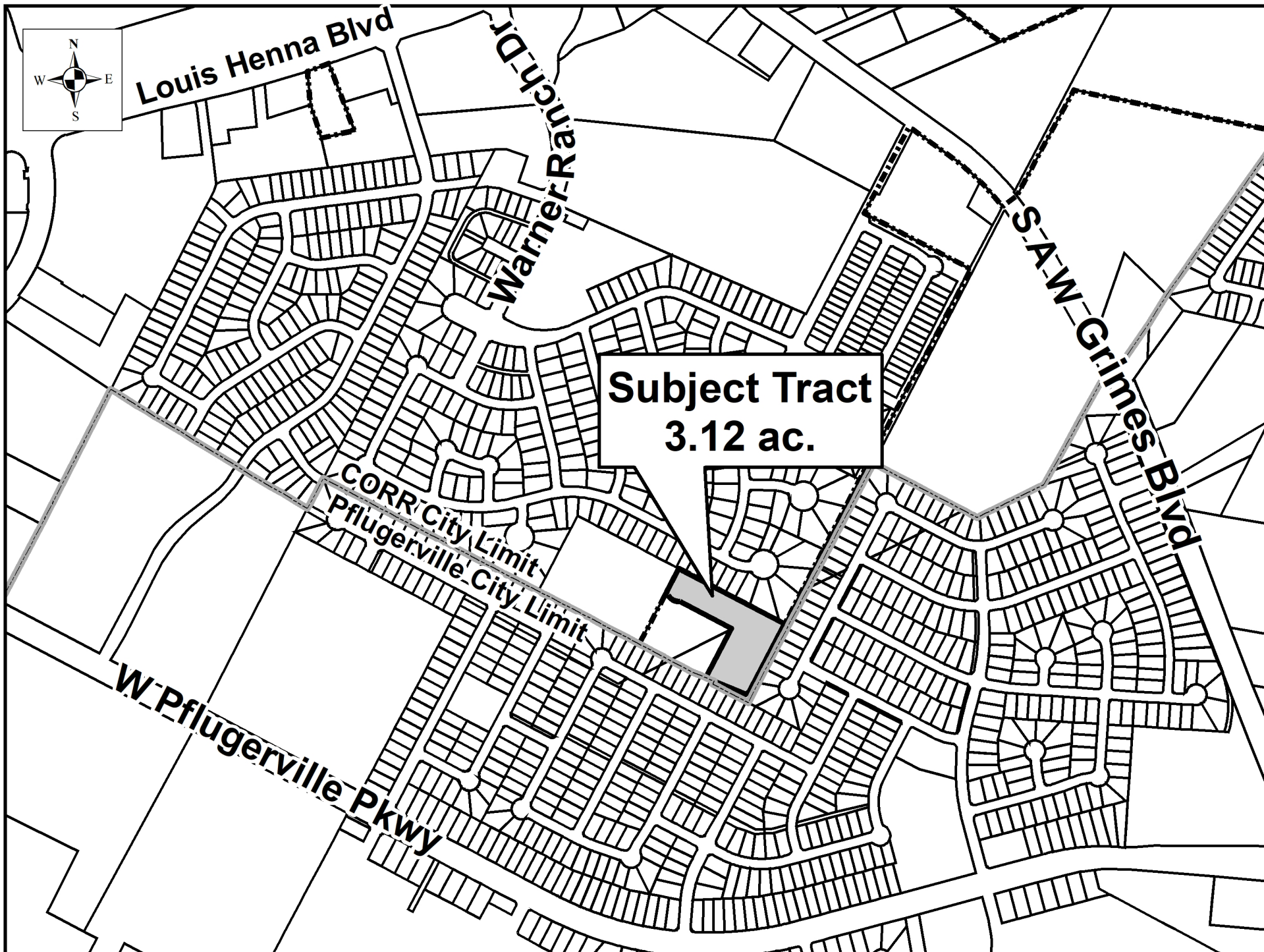
By: \_\_\_\_\_  
Stephanie Sandre, City Attorney

**OWNER(S):**

\_\_\_\_\_  
KWANG SUK KIM  
Round Rock Korean Presbyterian Church

\_\_\_\_\_  
9/15/2022





Louis Henna Blvd

Warner Ranch Dr

S-A-W Grimes Blvd

Subject Tract  
3.12 ac.

CORR City Limit  
Pflugerville City Limit

W Pflugerville Pkwy





# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.2

---

**Title:** Consider public testimony regarding, and an ordinance approving Amendment No. 1 to Planned Unit Development (PUD) No. 134 to allow single family detached residential units on a common lot, located east of Warner Ranch Drive and south of A.W. Grimes Boulevard. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 10/27/2022

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Exhibit B, Map, Aerial Photo

**Department:** Planning & Development Services

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### Text of Legislative File 2022-332

The owner RCG Cade Lake, LLC requested an amendment to add 3.12 acres of an adjoining property owned by a church to the existing 5.19-acre PUD. This will provide improved access and additional single-family units. The church will remain on 2.25 acres outside of the PUD boundary.

A maximum of 65 detached single-family homes may be built on the 8.31-acre commonly owned lot. The project will be served by private drive aisles. The rear of the homes will include exterior design features on the second floor when these facades face any adjacent property boundary. The development will contain one amenity, as required by the TH (Townhouse) zoning district.

The amendment was unanimously approved (9-0) by the Planning and Zoning Commission at a public hearing held on September 21, 2022. There were no speakers at the public hearing.



## **ORDINANCE NO. O-2022-332**

**AN ORDINANCE AMENDING ORDINANCE NO. O-2021-292, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON OCTOBER 28, 2021, BY AMENDING SECTIONS II.2, II.5, II.6, LIST OF EXHIBITS, EXHIBIT “A”, AND EXHIBIT “B” OF THE DEVELOPMENT PLAN OF PUD NO. 134, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, on October 28, 2021, the City Council of the City of Round Rock, Texas, adopted Ordinance No. O-2021-292, which established PUD No. 134, and

**WHEREAS**, an application has been made to the City Council of the City of Round Rock, Texas, to amend Sections II.2, II.5, II.6, List of Exhibits, Exhibit “A” and Exhibit “B” of the Development Plan of PUD No. 134, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. O-2021-292 on the 21st day of September, 2022, following lawful publication of said public hearing, and

**WHEREAS**, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that Ordinance No. O-2021-292 be amended, and

**WHEREAS**, on the 27th day of October, 2022, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. O-2021-292, and

**WHEREAS**, the City Council determined that the requested amendment to Ordinance No. O-2021-292 promotes the health, safety, morals and general welfare of the community, and

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Section 10-22, 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 hereby determines that the proposed amendment to Planned Unit Development (PUD) District #134 meets the following goals and objectives:

- (1) The amendment to P.U.D. #134 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #134 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #134 does not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

**II.**

That Section II.2 of the Development Plan of PUD No. 134, as approved in Ordinance No. O-2021-292, is hereby amended to read as follows:

**2. PROPERTY**

This Development Plan covers approximately 5.198.31 acres of land, located within the Extraterritorial Jurisdiction-city limits of Round Rock, Texas, and more particularly described in **Exhibit "A."**



### III.

That Section 11.5 of Development Plan of PUD No. 134, as approved in Ordinance No. O-2021-292, is hereby amended to read as follows:

#### 5. **CONCEPT PLAN**

**Exhibit “B”** shall serve as the Concept Plan for the project, according to Section ~~36-39~~10-26 of the Code.

### IV.

That Section II.6 of the Development Plan of PUD No. 134, as approved in Ordinance No. O-2021-292, is hereby amended to read as follows:

#### 6. **PERMITTED USES**

**6.1.** Single Family Detached, Common Lot: one or more single family detached residential dwellings located on a single ownership lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.

- 1) Access shall be provided via private drive aisles.
- 2) All dwelling units shall be established as condominium units, pursuant to the Texas Uniform Condominium Act, Section 82.001 et. seq., Texas Property Code.
- 3) A Maximum of ~~4065~~ units shall be permitted.

### V.

That the List of Exhibits of Development Plan of PUD No. 134, as approved in Ordinance No. O-2021-292, is hereby amended to read as follows:

#### **LIST OF EXHIBITS**

**Exhibit A:** Survey/Field Notes of ~~5-198~~31-acre tract

**Exhibit B:** Concept Plan

**Exhibit C:** Typical Building Setbacks



## **VI.**

That **Exhibit “A”** of Development Plan of PUD No. 134, as approved in Ordinance No. O-2021-292, is hereby amended and replaced in its entirety with the new **Exhibit “A”**, attached hereto and incorporated herein.

## **VII.**

That **Exhibit “B”** of Development Plan of PUD No. 134, as approved in Ordinance No. O-2021-292, is hereby amended and replaced in its entirety with the new **Exhibit “B”**, attached hereto and incorporated herein.

## **VIII.**

**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



## EXHIBIT 'A'



Exhibit “ ”

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

Doucetengineers.com

8.31-Acre Tract  
Williamson and Travis County, Texas

D&A Job No. 2257-003  
August 10, 2022

### DESCRIPTION 8.31 Acre Tract

BEING A 8.31 ACRE TRACT OF LAND OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NUMBER 314, AND THE WILLIAM BARKER SURVEY, ABSTRACT NUMBER 107, OF WILLIAMSON COUNTY, TEXAS AND OUT THE WILLIAM BARKER SURVEY NUMBER 47, ABSTRACT NUMBER 109, IN TRAVIS COUNTY, TEXAS, BEING ALL OF LOT 8, GLEN COUNTRY, AN UNRECORDED SUBDIVISION, CALLED 5.19 ACRE TRACT, CONVEYED TO SHELLY AHMADI, RECORDED IN DOCUMENT NUMBER 2019065379 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS [O.P.R.W.C.T.], FURTHER DESCRIBED IN VOLUME 917, PAGE 701 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS [D.R.W.C.T.], AND BEING PART OF A 5.368 ACRE TRACT CONVEYED TO ROUND ROCK KOREAN PRESBYTERIAN CHURCH, RECORDED IN DOCUMENT NUMBER 2008092732 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS [O.P.R.W.C.T.], SAID 8.31 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a “mag nail” with “Doucet” shiner, set for the northeast line of said Lot 8, for the common southeast line of Cade Lake drive of Final Plat Warner Phase Two, Section Four, recorded in Document Number 2016108667 of the Plat Records of Williamson County, Texas [P.R.W.C.T.], same being in the northwest corner of said 5.368 acre tract;

THENCE S63°22'15"E, with the common line and of said 5.368 acre tract and said Cade Lake drive, a distance of 25.17 feet to a “mag nail” with “Doucet” shiner, set same being the common south line of said Block G, of the Final Plat Warner Ranch Phase Two, Section four, of Lot 43, and the northeast corner of said 5.368 acre tract;

THENCE S62°22'51"E, with the common line and of said 5.368 acre tract and said Cade Lake drive, passing a distance of 11.08' the southwest corner of lot 50 and continuing for a total distance of 550.65 feet to 1/2 inch iron rod found, same being the common south corner of said Block G, of the Final Plat Warner Ranch Phase Two, Section four, of Lot 43, and the northeast corner of said 5.368 acre tract;

THENCE S27°37'29"W, with the common line of a called 1.52 acre tract of land conveyed to Rahim Manjiyan in Document Number 2017014913 of the [O.P.R.W.C.T.] and described vol. 2058, pg. 239 of the Deed Records of Travis County, Texas [D.R.T.C.T.] and of said 5.368 acre tract, a distance of 369.66 feet to 5/8 inch iron rod found an angle point of said 5.368 acre tract;

THENCE S52°38'21"W, continuing along the common line of said called 1.52 acre tract of land a distance of 19.10 feet to a 1/2 inch iron rod with Rippey inc, found for the southeast corner of said 5.368 acre tract;

THENCE N67°47'31"W, with the common line of said called 1.52 acre tract of land and Cambridge Heights Phase B, Section 4 Final Plat, recorded in Cabinet T, Slide 118 and Document number 2000068831 [P.R.W.C.T.], a distance of 209.78 feet to 1/2 inch iron rod with Doucet cap, set for an angle point of the tract described herein;

THENCE N27°46'26"E, over and across said 5.368-acre tract, a distance of 267.12 feet to 1/2 inch iron rod with Doucet cap, and for an angle corner of the tract described herein;

THENCE N62°05'41"W, over and across said 5.368-acre tract, a distance of 280.81 feet to 1/2 inch iron rod with Doucet cap, set for the beginning of a curve to the right, and for an angle corner of the tract described herein;

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



## EXHIBIT 'A'



THENCE with said curve to the right, having an arc length of 69.04 feet, a radius of 60.00 feet, a delta angle of  $65^{\circ}55'50''$ , and a chord which bears  $N62^{\circ}05'41''W$ , for a distance of 65.30 feet to a 1/2 inch iron rod with Doucet cap, set for an angle corner of the tract described herein;

THENCE  $N62^{\circ}05'41''W$ , over and across said 5.368-acre tract, a distance of 13.39 feet to 1/2 inch iron rod with Doucet cap, set for the northeast line of said 5.19 acre tract, and for an angle corner of the tract described herein;

THENCE  $S27^{\circ}34'48''W$ , with the west line of said 5.368 acre tract, same being the east line of said 5.19 acre tract, a distance of 273.89 feet to a 1/2 inch iron rod, found in the north line of Lot 14 of the Cambridge Heights Phase B, Section 4 Final Plat, recorded in Cabinet T, Slide 118 and Document number 2000068831 [P.R.W.C.T.], and same being the southwest corner of said 5.368 acre tract, and the southeast corner of said 5.19 acre tract;

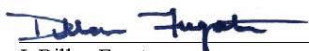
THENCE  $N62^{\circ}17'09''W$ , continuing along the common line of said of the Cambridge Heights Phase B, Section 4 Final Plat and said called 5.19 acre tract, a distance of 550.79 feet to a 5/8 inch iron rod, found for the common north corner of Lots 14 & 13, Block H, of the Final Plat Cambridge Heights Phase One, recorded in Cabinet V, Slide 374 and Document Number 2002030543 [P.R.W.C.T.], and same being the southwest corner of said 5.19 acre tract and the herein described tract;

THENCE  $N27^{\circ}34'48''E$ , with the common line and of said 5.19 acre tract and, Block G, of the Final Plat Warner Ranch Phase Two, Section Two, recorded in Document Number 2015005676 [P.R.W.C.T.] a distance of 410.34 feet to 1/2 inch iron rod with G&R Survey cap, found for the northwest corner of the herein described tract and said 5.19 acre tract, same being the common south corner of Lots 18 & 19, Block G of said Final Plat Warner Ranch Phase Two, Section Two;

THENCE  $S62^{\circ}23'02''E$ , with the south line of said Block G of the Final Plat Warner Ranch Phase Two, Section Two and Section Four, same being the north line of, a distance of 550.79 feet to the POINT OF BEGINNING and containing 8.31 acres.

Basis of bearing is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are grid values and may be converted to surface by using the surface adjustment factor of 1.00011.  
Units: U.S. Survey Feet.

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my direct supervision.



08/11/2022

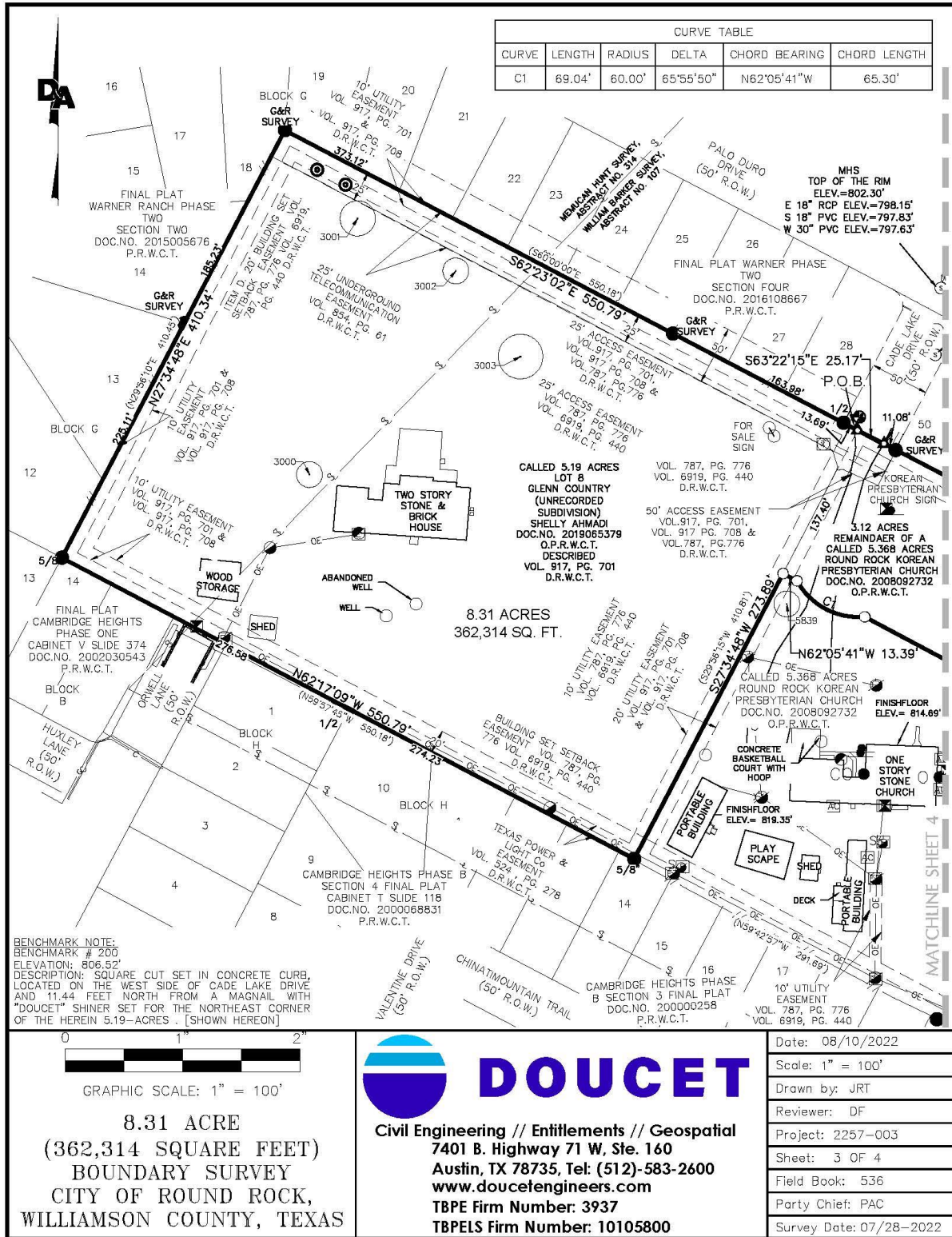
Date

J. Dillon Fugate  
Registered Professional Land Surveyor  
Texas Registration No. 6360  
Doucet & Associates  
Dfugate@DoucetEngineers.com  
TBPELS Firm Registration No. 10105800



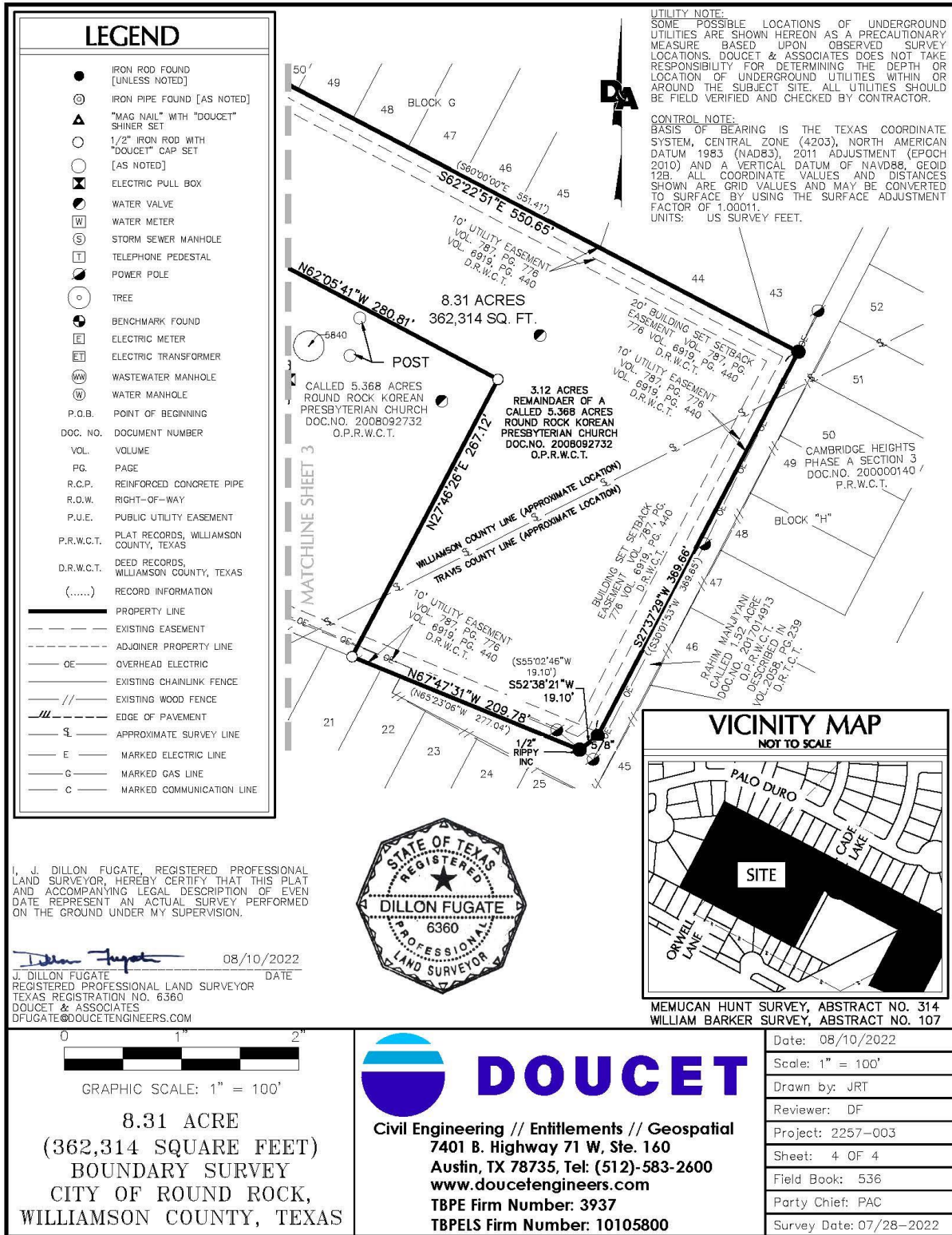


# EXHIBIT 'A'





# EXHIBIT 'A'





## EXHIBIT 'B'



**SEC Planning, LLC**  
Land Planning • Landscape Architecture • Community Branding  
AUSTIN, TEXAS  
512.454.7878  
www.secplanning.com • info@secplanning.com

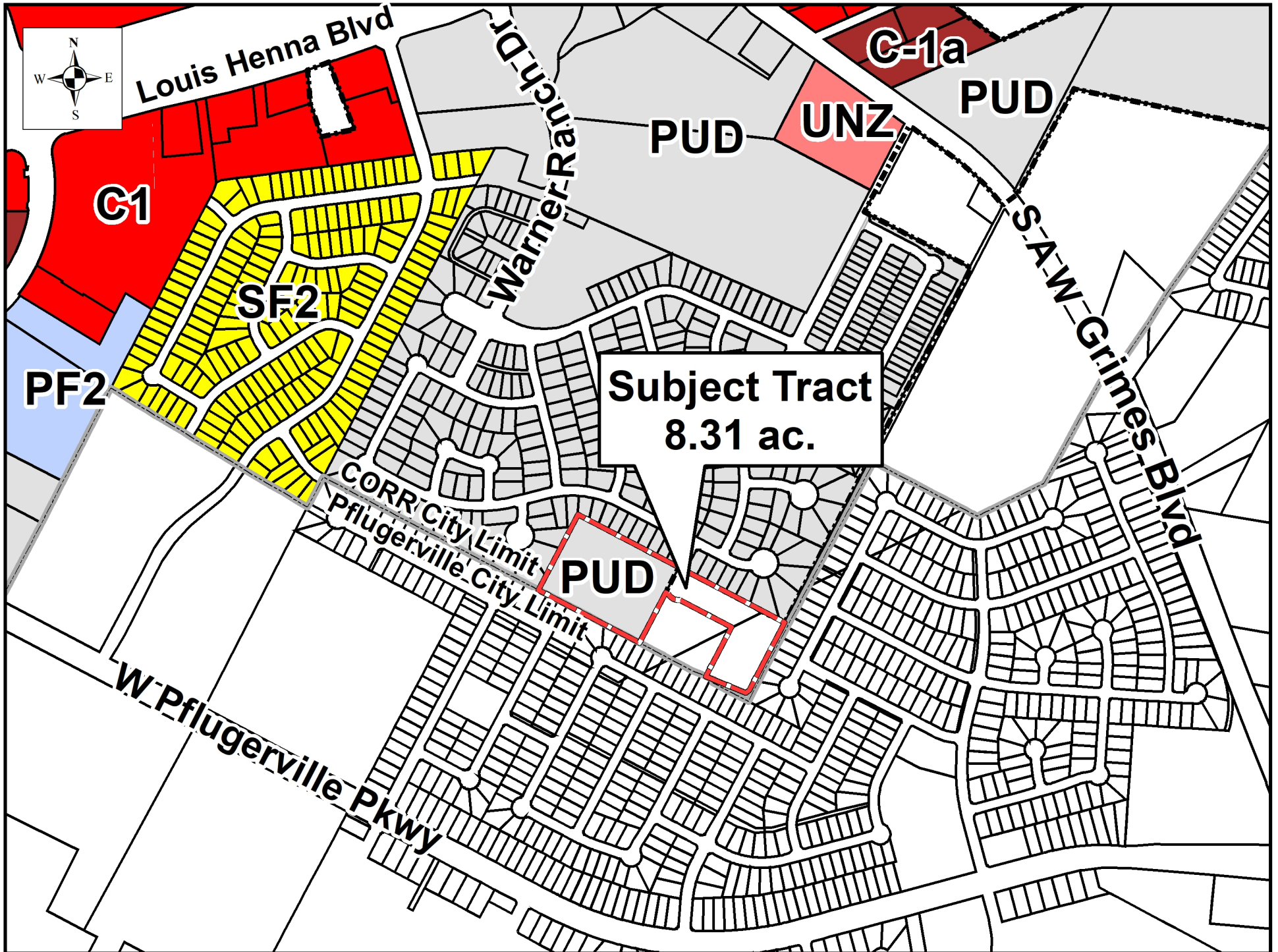
EXHIBIT B  
CONCEPT PLAN  
**REAL HOLDINGS, LLC**  
ROUND ROCK, TEXAS



0' 100' 200' 300'  
Scale: 1" = 200'  
Date: September 20, 2022

D:\BEST FILE 1\210813-REHOLDINGS\PLANNING\GIS\LandUse\Concept Plan\_Estate\_2022-09-20.mxd  
Base mapping compiled from best available information. All map data  
should be considered as preliminary, in need of verification, and  
subject to change. This land plan is conceptual in nature and does not  
represent any regulatory approval. Plan is subject to change.





**C1**

**SF2**

**PF2**

**PUD**

**UNZ**

**PUD**

**C-1a**

**Subject Tract  
8.31 ac.**

**PUD**

Louis Henna Blvd

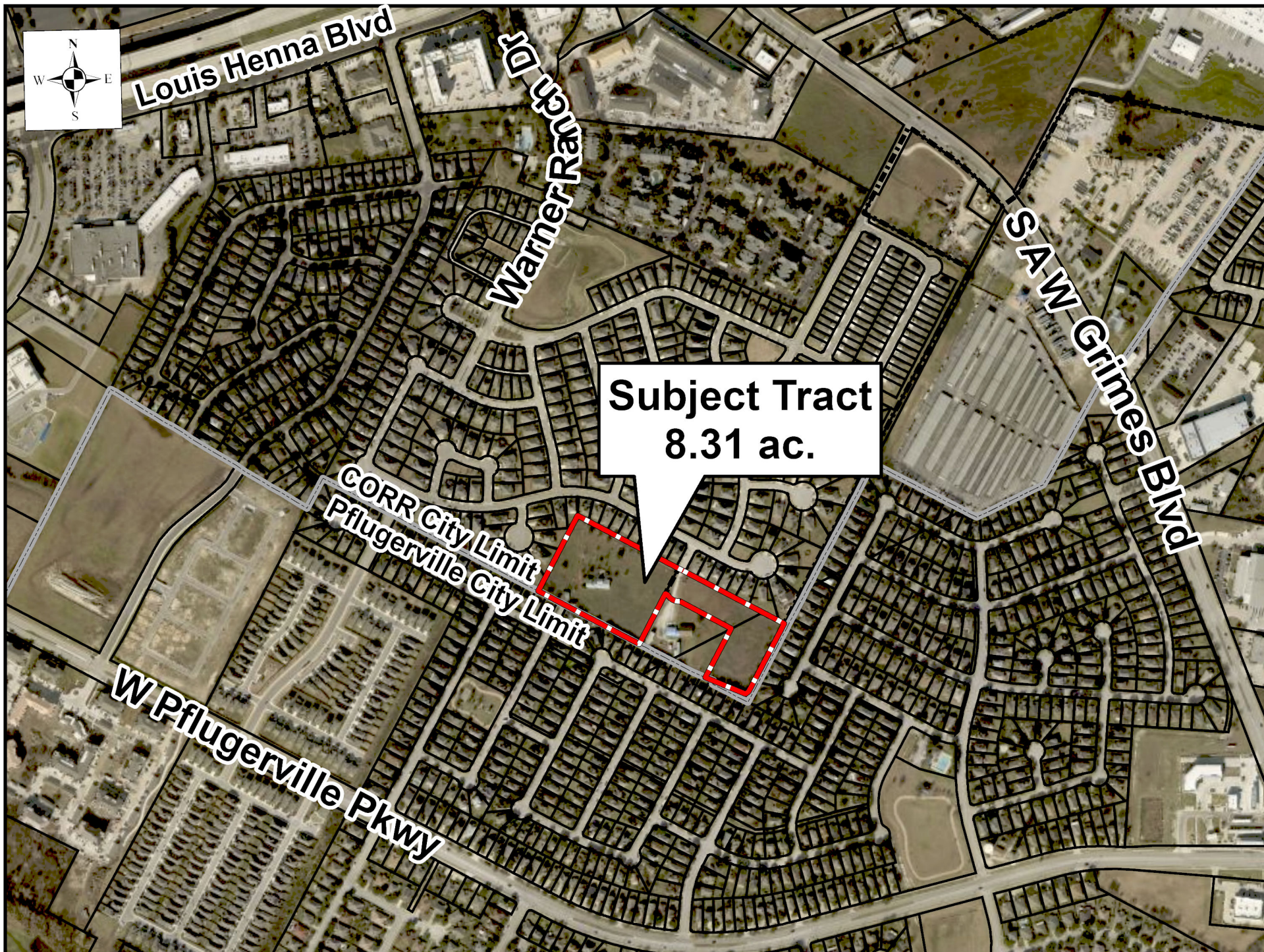
Warner Ranch Dr

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CORR City Limit  
Pflugerville City Limit





Louis Henna Blvd

Warner Ranch Dr

SAW Grimes Blvd

Subject Tract  
8.31 ac.

CORR City Limit  
Pflugerville City Limit

W Pflugerville Pkwy