ROUND ROCK TEXAS

City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor

Matthew Baker, Mayor Pro-Tem, Place 3

Michelle Ly, Place 1

Rene Flores, Place 2

Frank Ortega, Place 4

Kristin Stevens, Place 5

Hilda Montgomery, Place 6

Thursday, July 27, 2023

6:00 PM

City Council Chambers, 221 East Main St.

- A. CALL MEETING TO ORDER
- B. ROLL CALL
- C. PLEDGES OF ALLEGIANCE
- D. CITIZEN COMMUNICATION

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

E. STAFF PRESENTATIONS:

- E.1 Consider a presentation regarding the 2023 Teen UniverCity graduating class.
- E.2 Consider a presentation and department update from the Library.

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 for the July 13, 2023 City Council meeting.
- F.2 Consider a resolution authorizing the Mayor to execute an Agreement with T&A Cleaners LLC d/b/a "Reid's Cleaners" for uniform cleaning and repair services for the Police and Fire Department.

F.3 Consider a resolution authorizing the Mayor to execute an Agreement with Paradigm Traffic Systems, Inc. for the purchase of traffic signal systems and safety barrier products.

G. RESOLUTIONS:

- G.1 Consider a resolution authorizing the Mayor to execute the Second Amendment to the

 Administration and Funding Agreement for the City of Round Rock Economic Development

 Program with the Round Rock Transportation and Economic Development Corporation and the
 Round Rock Chamber of Commerce, Inc.
- G.2 Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation to adopt a Five-Year Funds Allocation Plan for FY 2024-2028.
- G.3 Consider a resolution authorizing the Mayor to execute a Contract with Muniz Concrete & Contracting, Inc. for the Lake Creek Trail Round Rock West Park to Centennial Plaza Project.
- G.4 Consider a resolution authorizing the Mayor to execute an Agreement with PlayWell Group, Inc. for the purchase of Playground Equipment at High Country Park.
- G.5 Consider a resolution authorizing the Mayor to execute an Agreement with Whirlix Design, Inc. for the purchase and installation of play equipment at Freeman Park.
- G.6 Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No.
 7 with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project.
- G.7 Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Jonah
 Water Special Utility District for the relocation of water system improvements for the Old
 Settlers Boulevard Extension Project.
- G.8 Consider a resolution approving the proposed Brushy Creek Regional Utility Authority (BCRUA)
 Operating Budget for Fiscal Year 2023-2024.
- G.9 Consider a resolution authorizing the Mayor to execute a First Amendment to the Interlocal Agreement with Brushy Creek Regional Utility Authority (BCRUA) regarding water treatment plant superintendent and operator services.
- G.10 Consider a resolution authorizing the City Manager to issue a Purchase Order to Aqua-Aerobics
 Systems, Inc for the purchase of filter equipment for the Brushy Creek Wastewater Treatment
 System Tertiary Filter Project.
- G.11 Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service and Development Agreement with QT South, LLC.

H. ORDINANCES:

H.1 Consider public testimony regarding, and an ordinance rezoning 8.51 acres located northwest of the intersection of Sam Bass Road and Meadows Drive from the PF-2 (Public Facilities - Medium Intensity) zoning district to the MF-1 (Multifamily - Low Density) zoning district. (First Reading)*

I. APPOINTMENTS:

I.1 Consider seven (7) appointments to the 2023 Charter Review Commission.

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. EXECUTIVE SESSION:

K.1 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.

L. 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 21st day of July, 2023 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/ Meagan Spinks, City Clerk



Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation regarding the 2023 Teen UniverCity graduating class.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director:

Cost:

Indexes:

Attachments:

Department: Community and Neighborhood Services

Text of Legislative File TMP-23-0603



Agenda Item Summary

Agenda Number: E.2

Title: Consider a presentation and department update from the Library.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Michelle Cervantes, Library Director

Cost:

Indexes:

Attachments:

Department: Library

Text of Legislative File TMP-23-0601



Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the July 13, 2023 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director:

Cost:

Indexes:

Attachments: 071323 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-23-0602



Meeting Minutes - Draft City Council

Thursday, July 13, 2023

A. CALL MEETING TO ORDER

The Round Rock City Council met in regular session on July 13, 2023 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

B. ROLL CALL

Present: 7 - Mayor Craig Morgan

Council Member Rene Flores
Council Member Michelle Ly
Mayor Pro-Tem Matthew Baker
Council Member Frank Ortega
Council Member Kristin Stevens
Council Member Hilda Montgomery

Absent: 0

C. PLEDGES OF ALLEGIANCE

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

D. CITIZEN COMMUNICATION

R.J. Barber, 1700 Goodson Lane, spoke to Council regarding a drive-way cut for his property.

E. PROCLAMATIONS:

E.1 Consider proclaiming October 6, 2023 as "Cerebral Palsy Awareness Day" in the City of Round Rock.

F. STAFF PRESENTATIONS:

F.1 Consider a presentation and department update from the Police Department.

Police Chief Allen Banks made the staff presentation.

G. APPROVAL OF MINUTES:

G.1 Consider approval of the minutes for the June 22, 2023 City Council meeting.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

H. RESOLUTIONS:

H.1 Consider public testimony regarding, and a resolution approving the City of Round Rock CDBG 2023-2024 Annual Action Plan and authorizing the Mayor to execute all related applications, certifications, and the subsequent Funding/Approval Agreement with HUD.

Joe Brehm, Communications and Neighborhood Services Director made the presentation. Mayor Morgan opened the hearing for public testimony.

There being no testimony, the public hearing was closed.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0
Absent: 0

H.2 Consider a resolution expressing official intent to reimburse certain project expenditures for parks, roads, facilities and public safety.

Susan Morgan, CFO made the staff presentation.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

H.3 Consider a resolution authorizing the Mayor to execute an Agreement with Dana Safety Supply, Inc. for the purchase of public safety and firehouse supplies and equipment.

Fire Chief Shane Glaiser 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

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

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

Chad McDowell, General Services Director made the staff presentation for item H.4 and H.5.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0
Absent: 0

H.5 Consider a resolution authorizing the Mayor to execute an Agreement with Pestmaster Services of Austin for pest control services.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0
Absent: 0

H.6 Consider a resolution authorizing the Mayor to execute a Professional Consulting Services
Agreement with Austin Environmental, Inc. for asbestos testing and inspection services.

Chad McDowell, General Services Director made the staff presentation.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

H.7 Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM Technical Services, Inc. for the Water Treatment Plant Miscellaneous Improvements Project.

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

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

H.8 Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No.

6 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure

Improvements Project.

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

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

H.9 Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y dba STV Infrastructure for the Kenney Fort Blvd. Seg. 5 & 6 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Council Member Montgome

Nays: 0
Absent: 0

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.097 acre parcel owned by Terrill G. Sladek for the Red Bud South Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baker, that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Red Bud South Project: a 0.097-acre tract of land from property owned by Terrill G. Sladek, as described in Exhibit A of the resolution. The motion was seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0
Absent: 0

H.11 Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.078 acre parcel and 0.045 acre drainage easement from property owned by The Jack J. Zajicek and Velma C. Zajicek Revocable Living Trust required for the Red Bud South Project.

A motion was made by Mayor Pro-Tem Baker, that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title and a drainage easement to the following parcels of land for construction of proposed improvements to the Red Bud South Project: a 0.078-acre tract of land and a 0.045 acre drainage easement from property owned by The Jack J. Zajicek and Velma C. Zajicek Revocable Living Trust, as described in Exhibit A of the resolution. Motion was seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0
Absent: 0

I. ORDINANCES:

Consider public testimony regarding, and an ordinance approving an amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow mixed-use development on 0.91 acres located on the south side of Gattis School Road and east of Mays Street. (First Reading)*

Brad Wiseman, Planning and Development Services Director, made the staff presentation. Mayor Morgan opened the hearing for public testimony.

There being no testimony, the public hearing was closed.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0
Absent: 0

Consider public testimony regarding, and an ordinance rezoning 0.91 acres located on the south side of Gattis School Road and east of Mays Street from the SF-2 (Single-Family - Standard Lot) zoning district to MU-R (Mixed-Use Redevelopment and Small Lot). (First Reading)*

Brad Wiseman, Planning and Development Services Director, made the staff presentation. Mayor Morgan opened the hearing for public testimony.

There being no testimony, the public hearing was closed.

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

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

Ayes: 7 - Mayor Morgan

Council Member Flores
Council Member Ly
Mayor Pro-Tem Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0 **Absent:** 0

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:24 pm.

Minutes by:

Meagan Spinks, City Clerk



Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with T&A

Cleaners LLC d/b/a " Reid's Cleaners" for uniform cleaning and repair services for

the Police and Fire Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Shane Glaiser, Fire Chief

Cost: \$444,307.50

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Fire Department

Text of Legislative File 2023-210

The City of Round Rock seeks to enter into a five-year agreement with T&A Cleaners, LLC - Reid's Cleaners and Laundry, who has the means and ability to clean the City's Police and Fire Department uniforms for work and dress. Reid's shall provide services to include, next day dry cleaning and laundering, minor alterations and packaging uniforms as needed and in the specified time period throughout the contract year and any extensions.

The contract sets unit prices on the services provided by the vendor and doesn't set a specific department appropriation for these services. The set prices are for the life of the five-year term of the agreement. There is no option for renewal at the end of the agreement's term.

Cost: \$444,307.50

Source of Funds: General Funds

RESOLUTION NO. R-2023-210

WHEREAS, the City of Round Rock ("City") has duly advertised for bids to purchase uniform

cleaning services for Police Department and Fire Department uniforms, and related goods and services;

and

WHEREAS, T&A Cleaners LLC d/b/a "Reid's Cleaners" has submitted the lowest responsible

bid; and

WHEREAS, the City Council wishes to accept the bid of T&A Cleaners LLC d/b/a "Reid's

Cleaners," 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 Uniform Cleaning and Repair Services with T&A Cleaners LLC d/b/a

"Reid's Cleaners," 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 July, 2023.

	CRAIG MORGAN, Mayor	
	City of Round Rock, Texas	
ATTEST:		
MEACAN CDINIZO City Clark	<u> </u>	
MEAGAN SPINKS, City Clerk		

EXHIBIT
"A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF UNIFORM CLEANING AND REPAIR SERVICES WITH T&A CLEANERS LLC D/B/A "REID'S CLEANERS"

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

THAT THIS Agreement for purchase of uniform cleaning 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 _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and T&A CLEANERS LLC d/b/a "REID'S CLEANERS," whose offices are located at 5708 Brittlyn's Court, Austin, Texas 78730 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase uniform cleaning services for Police Department and Fire Department uniforms, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 **DEFINITIONS**

A. Agreement means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 23-007; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in 4859-4413-0656/ss2

the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.
- B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
- D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
- E. Goods and services mean the specified services, supplies, materials, commodities, or equipment.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

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

4.01 ITEMS AWARDED

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

5.01 SCOPE OF AWARD

For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 23-007). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

6.01 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 Eighty-Eight Thousand Eight Hundred Sixty-One and 50/100 Dollars (\$88,861.50) per year for a total amount not-to-exceed Four Hundred Forty-Four Thousand Three Hundred Seven and 50/100 Dollars (\$444,307.50) for the term of this Agreement.

7.01 INVOICES

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

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

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

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

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service

performed that causes the payment to be late; or

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

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

14.01 INSURANCE

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

15.01 CITY'S REPRESENTATIVE

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

Charles Dittman
Assistant Fire Chief
Round Rock Fire Department
203 Commerce Blvd.
Round Rock, Texas 78664
512-671-2776

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written

assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

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

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

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

18.01 TERMINATION AND SUSPENSION

- A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.
- B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.
- C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.
- D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then

pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

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

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

- A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains 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.

21.01 ASSIGNMENT AND DELEGATION

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

22.01 NOTICES

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

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

T&A Cleaners LLC d/b/a "Reid's Cleaners" 5708 Brittlyn's Court Austin, TX 78730

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney

309 East Main Street Round Rock, TX 78664

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

AND TO:

22.01 APPLICABLE LAW, ENFORCEMENT, AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

City of Round Rock, Texas	T&A Cleaners LLC
Ву:	By:
Printed Name:	Printed Name: Jack - Schulte
Title:	Title: Yarmi
Date Signed:	Date Signed: 6-79-2023
Attest:	
Ву:	
Meagan Spinks, City Clerk	
For City, Approved as to Form:	
Ву:	
Stephanie L. Sandre, City Attorney	



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

INVITATION FOR BID (IFB)

UNIFORM CLEANING AND REPAIR SERVICES

SOLICITATION NUMBER 23-007

JANUARY 2023

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20

Class/Item: 954-20 January 2023

UNIFORM CLEANING AND REPAIR SERVICES PART I GENERAL REQUIREMENTS

- PURPOSE: The City of Round Rock, herein after "the City" seeks bids from qualified firms experienced in providing uniform cleaning services for the City of Round Rock's Police and Fire Departments. This Invitation for Bid (IFB) for professional laundry/dry cleaning services will cover the requirements to provide laundering, dry cleaning, pressing, repairs and minor alterations of uniforms for the City of Round Rock Police and Fire Departments.
- 2. 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 - Specifications	Page(s) 11-13
Attachment A – Bid Sheet	Page 14
Attachment B – Reference Sheet	Page 15

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

Adam Gagnon, CPPB

Purchaser

Purchasing Division City of Round Rock Phone: 512-218-5456

E-mail: agagnon@roundrocktexas.gov

Amanda Crowell, CPPB

Purchaser

Purchasing Division City of Round Rock Phone: 512-218-5458

E-mail: acrowell@roundrocktexas.gov

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

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

Event	Date
Solicitation released	January 25, 2023
Deadline for submission of questions	February 3rd, 2023 @ 3:00 PM, CST
City responses to questions or addendums	February 7th, 2023 @ 3:00 PM, CST
Deadline for submission of responses	February 21st, 2023 @ 3:00 PM, CST

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

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

City of Round Rock
Uniform Cleaning and Repair Services
IFB 23-007
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January 2023

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

- 5. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at https://www.roundrocktexas.gov/city-businesses/solicitations/ for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- 6. **RESPONSE DUE DATE**: Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock Attn: Adam Gagnon 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.
- 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.
- 7. <u>RESPONDENT REQUIREMENTS</u>: The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- Addendums: Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at https://www.roundrocktexas.gov/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 may 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

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20 January 2023

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.

- 8. <u>BEST VALUE EVALUATION AND CRITERIA</u>: 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.

- 9. 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.
- 10. 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.
- 11. <u>CERTIFICATE OF INTERESTED PARTIES</u>: 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

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- 12. 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.
- 13. OPPORTUNITY TO PROTEST: The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

 In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
 - A. Prior to Offer Due Date: If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
 - B. <u>After Offer Due Date</u>: 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.
 - 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:
 - 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.

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- iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
- v. Any written decisions by the Purchasing Manager shall be the final administrative action for the City.

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

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

- 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:

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

- 1. AGREEMENT TERM: The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
- 2. <u>RESPONDENT QUALIFICATIONS</u>: 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 uniform cleaning services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, or materials lost or damaged during the performance of the services specified herein.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - D. A minimum of one full-service dry-cleaning facility that can perform all required services in PART IV must be located within Round Rock city limits.
- 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 uniform cleaning services.
- 4. WORKFORCE: Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. 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.
- 5. 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.
- 6. PRICE INCREASE: Contract prices for uniform cleaning 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 8% 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

City of Round Rock **Uniform Cleaning and Repair Services** IFB 23-007 Class/Item: 954-20 January 2023

B. Procedure to Request Increase:

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

- 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 Contractor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- 7. PERFORMANCE REVIEW: The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
- 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. 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.
- 10. AWARD: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. 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.
- 11. POST AWARD MEETING: The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor.
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.

12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

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

Gabe Iniguez **Logistics Officer Police Department** Phone: (512) 671-2836

E-mail: giniguez@roundrocktexas.gov

Trish De La Torre **Logistics Officer** Fire Department

Phone: (512)-529-8317

Email: tdelatorre@roundrocktexas.gov

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13. 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

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20 January 2023

PART IV SCOPE OF WORK

- 1. <u>PURPOSE</u>: The City of Round Rock, herein after "the City" seeks bids from qualified firms experienced in providing uniform cleaning services for the City of Round Rock's Police and Fire Department. The purpose is to maintain a professional appearance for all employees and to create an overall businesslike atmosphere in the workplace.
- 2. <u>BACKGROUND</u>: The City of Round Rock has a population of around 126,000 people and is located 15 miles north of Austin. The City's Police and Fire Departments are estimated to employ 400 individuals. This Invitation for Bid (IFB) will cover City requirements for professional laundering, dry cleaning, pressing, repairs, and minor alterations of first responder uniforms for the City of Round Rock Police and Fire Departments.

Police and Fire employees meet with and respond to the needs of the community daily and are the most visible representatives of the City of Round Rock. Therefore, it is imperative that all first respondent employees always project a positive and professional appearance while on duty. All uniformed and civilian attire will be neat, pressed, and properly fitted.

3. SERVICE REQUIREMENTS:

- A. Dry Cleaning and Laundry Services: The Contractor shall-
 - Be knowledgeable in the cleaning of all types of garments to include items with silk screening to ensure that cracking does not occur due to the cleaning/laundering process.
 - ii. All garments must be dry cleaned or laundered as appropriate and available for pickup twenty-four (24) hours after delivery by the employee
 - iii. Upon request, same-day service shall be available at an additional fee. The City will drop of sameday service requests by 10AM.
 - iv. Provide cleaned garments with no "dry cleaning" odors. Garments shall be clean and fresh smelling.
 - v. Ensure garments are "lint/hair free" upon pick up.
 - vi. Clean garments so that white shirts are returned white to include collars, cuffs, and pockets.
 - vii. Pre-treat any stains using the correct dry-cleaning method.
 - viii. Ensure that no color bleeding occurs.
 - ix. Stock and immediately replace buttons (provided by the City) that are lost or broken in the cleaning process at no charge to the City before items are to be picked up.
 - x. Repair/replace zippers damaged during the cleaning/pressing process at no additional cost to the City.
 - xi. Provide "shine free" garments caused by excessive heat during the pressing/drying process.
 - xii. Ensure each garment is wrinkle-free upon pick up.
 - xiii. Press collars of shirts in a way that shall prevent the collar stays from showing.
 - xiv. Press creases into pants and shirts evenly and consistently with no double creases.
 - xv. Hang clean garments and package in standard cellophane-like bag.
 - xvi. Re-clean any garment at no cost to the City that does not conform to the requirements listed above.
- B. **MATERIAL DESCRIPTION OF DRY-CLEANED UNIFORMS**: A description of the current types of uniforms for dry cleaning are listed below. The City reserves the right to change materials, quantities, and types at any time.
 - i. Police Uniforms: Class "A" uniforms consist of 45% worsted wool and 55% Dacron polyester. These uniforms consist of the following
 - a. Long Sleeve shirts, military type with two (2) pleated patch breast pockets with flaps, epaulets and manufactured with two (2) permanent silicone creases in the front and three (3) in back.
 - b. Short sleeved shirts, military type with two (2) pleated patch breast pockets with flaps, epaulets and manufactured with two (2) permanent silicone creases in the front and three (3) in back.
 - c. Trousers, split seam, dress style with permanent silicone creases.

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20 January 2023

- d. Jackets, Taslan nylon B. Dry shell, waterproof, windproof, breathable lining, zip-out b warm insulated quilted liner with zip-off sleeves.
- ii. <u>Fire Uniforms</u>: Class "A" uniforms consist of 45% worsted wool and 55% Dacron polyester. These uniforms consist of the following:
 - a. Long sleeve shirts, military type with two (2) pleated patch breast pockets with flaps and manufactured with two (2) permanent creases in the front and three (3) in back.
 - b. Short sleeved shirts, military type with two (2) pleated patch breast pockets with flaps and manufactured with two (2) permanent creases in the front and three (3) in back.
 - c. Trousers, split seam, dress style dress with permanent creases side pockets, and hip pockets.
 - d. Coat, double-breasted dress style with peak lapels, two (2) lower welt pockets, an upper welt simulated breast pocket, three (3) cloth-reinforce inside pockets, and badge tab.
 - e. Jackets, Taslan nylon B. Dry shell, waterproof, windproof, breathable lining, zip-out b. warm insulated quilted liner with zip-off sleeves.
- C. <u>MATERIAL DESCRIPTION OF LAUNDERED UNIFORMS</u>: The description of the types of uniforms for laundry services are as follows:
 - i. Police Uniforms: Both shirt and trouser consist of 35% cotton blend and 65% polyester and shall be washed inside out in cold water with mild detergent, tumble dried, and pressed unless otherwise specified by the manufacturer. Starch these uniforms if requested. Standard uniforms consist of the following:
 - a. Shirts, short sleeved, Battle Dress Uniform (BDU) type with no crease in sleeves.
 - b. Trousers, Battle Dress Uniform type with creases down center of each trouser leg.
 - c. Shorts, Battle Dress Uniform type with creases down center of each trouser leg.
 - ii. Fire Uniforms: The trousers and shirts consist of 100% NOMEX. Uniforms consist of the following:
 - a. Shirts, white, uniform with three (3) permanent creases on the back and two (2) on the front shall be washed in warm water with mild detergent, tumbled dry and pressed. Special care should be taken when pressing shirts as they have a snap button with a traditional button on top for decoration. NO Starch.
 - b. Trousers, NOMEX uniform type with creases down the center of each trouser leg shall be washed in hot water. NO starch
- D. REPAIR AND ALTERATION: The Contractor shall
 - i. Hem clothes to fit appropriately.
 - ii. Repair/replace:
 - a. Zippers
 - b. Buttons
 - c. Buttonholes
 - d. Microphone holes
 - e. Pockets
 - f. Broken belt loops
 - g. Tears/rips
 - iii. Sew emblems/chevrons/service bars/patches as needed.
 - iv. Remove old emblems/chevrons/service bars/batches before new ones are affixed.
 - v. Remove emblems/chevrons/service bars/patches if requested.
- E. <u>Annual Coat Cleaning</u>: Once per year, winter coats shall be cleaned in June or July upon request. Invoices shall be created separately from the monthly invoicing for coat cleaning to include individual receipts for each coat cleaned.

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20 January 2023

4. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Check City badges for drop off and pickups.
- A. Maintain the authorized list of employees provided by the City.
- B. Bill rush order fees on a separate line item.
- C. Provide a paper drop off receipt to the employee and email a copy of the drop off receipt to the designated City contact.
- D. Provide drop off receipts containing the following information: name of employee, date dropped off, number of items, type of items, and additional services requested if applicable. Additional services are listed in Attachment A- Bid Sheet.
- E. Notify the City Contact if uniforms have not been picked up within seven (7) business days.
- F. Provide the City with prompt and accurate invoices.

5. CITY RESPONSIBILITIES: The City will-

- A. Inform the Contractor 60 days prior to making material or fabric changes to uniforms.
- B. Furnish the awarded vendor with an authorized list of employees eligible for services.
- C. Update the authorized personnel list as needed.
- D. Show a City issued badge for drop off and pick up of items.
- E. City personnel will be responsible for dropping off and picking up uniforms from awarded contractor's location.

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20 January 2023

ATTACHMENT A BID SHEET

- ATTACHMENT A BID SHEET is posted in Solicitation Documents for IFB 23-007 Uniform Cleaning Services in an Excel format on the City of Round Rock website at: https://www.roundrocktexas.gov/city-businesses/solicitations/
 - A. Attachment A- Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I, Section 4 Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx
 - D. By the signature affixed on Attachment A Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor, or any other person engaged in such line of business.
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

ORIGINAl-Peids

Attachment A- Bid Sheet Uniform Cleaning Services IFB-No. 23-007

The Respondant represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 23-007 Uniform Cleaning Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
DRY C	CLEAN				
1	Dry Clean - Shirt, Long sleeve	1,800	EA	\$ 3.40	\$ 6,120.00
2	Dry Clean - Shirt, Short sleeve	9,000	EA	\$ 3.30	\$ 29,700.00
3	Dry Clean - Trousers	10,500	EA	\$ 3.40	\$ 35,700.00
4	Dry Clean - Coat	150	EA	\$ 4.50	\$ 675.00
5	Dry Clean - Jacket	150	EA	\$ 4.25	\$ 637.50
6	Dry Clean - Tie	50	EA	\$ 2.00	\$ 100.00
7	Dry Clean - Battle Dress Uniform (BDU) Shirt	30	EA	\$ 3.40	\$ 102.00
8	Dry Clean - Battle Dress Uniform (BDU) Trousers	700	EA	\$ 3.40	\$ 2,380.00
9	Dry Clean - Shirt, Cotton/Poly Blend	25	EA	\$ 3.40	\$ 85.00
10	Dry Clean - Shorts	20	EA	\$ 3.35	\$ 67.00
11	Dry Clean - Poto Shirt	25	EA	\$ 3.00	\$ 75.00
LAUN	DRY				
12	Laundry - Shirt, Cotton/Poly Blend - No Starch	30	EA	\$ 2.50	\$ 75.00
13	Laundry - Shirt, 100% Cotton - No Starch	50	EA	\$ 2.50	\$ 125.00
14	Laundry - Shirt, 100% Poly FlexRS - No Starch	50	EA	\$ 2.50	\$ 125.00
15	Laundry - Trousers, Cotton/Poly Blend - No Starch	1000	EA	\$ 3.40	\$ 3,400.00
16	Lanudry - Trousers, 100% Poly FlexRS - No Starch	1000	EA	\$ 3.40	\$ 3,400.00
17	Laundry - Shorts, Cotton/Poly Blend - No Starch	500	EA	\$ 3.35	\$ 1,675.00
18	Laundry - Trousers, NOMEX - No Starch	1300	EA	\$ 3.40	\$ 4,420.00

Original-Reids

Attachment A- Bid Sheet Uniform Cleaning Services IFB-No. 23-007

	Annual Total		ill be used to determine the low bid. \$88,861.50
Addition addit	al Services - (Information Only) The City may require <u>additiona</u> tional \$5,000 in annual dollar authority will be added to each ter services	services und	ler this Agreement. Complete pricing below. An
No.	Description	Estimated Annual Quantity	Unit Price
STAR	СН		
21	Additonal Charge for Light Starch	1	\$ -
22	Additonal Charge for Medium Starch	1	\$ -
23	Additional Charge for Heavy Starch	1	\$ -
ALTE	RATIONS		
24	Affix "Police", "Fire" Patches (Quantity 1) - Shirt, Long Sleeve	1	\$ 9.00
25	Affix "Police", "Fire" Patches (Quantity 1) - Shirt, Short Sleeve	1	\$ 9.00
26	Affix "Police", "Fire" Patches (Quantity 1) - Trousers	1	\$ 9.00
26	Affix "Police", "Fire" Patches (Quantity 2) - Shirt, Long Sleeve	1	\$ 16.50
27	Affix "Police", "Fire" Patches (Quantity 2) - Shirt, Short Sleeve	1	\$ 16.50
28	Affix "Police", "Fire" Patches (Quantity 2) - Trousers	1	\$ 16.50
29	Affix "Police", "Fire" Patches (Quantity 3) - Shirt, Long Steeve	1	\$ 21.50
30	Affix "Police", "Fire" Patches (Quantity 3) - Shirt, Short Sleeve	1	\$ 21.50
31	Affix "Police", "Fire" Patches (Quantity 3) - Trousers	1	\$ 21.50
32	Affix Service Bar Sews - Shirt, Long Sleeve	1	\$ 9.00
33	Affix Service Bar Sews - Shirt, Short Sleeve	1	\$ 9.00
34	Affix Service Bar Sews - Trousers	1	\$ 9.00
35	Affix stripe on trouser legs	11	\$ 9.50
36	Affix buttons	1	\$ 9.50
37	Affix zippers in trousers	1	\$ 9.50
38	Add Velcro - Jacket	1	\$ 16.00
39	Add Velcro - Trousers	1	\$ 16.00

Original-Reids

Attachment A- Bid Sheet Uniform Cleaning Services IFB-No. 23-007

	11 15 110: 20 01		
40	Hem - Shirt, Long Sleeve	1	\$ 16.50
41	Hem - Shirt, Short Sleeve	1	\$ 16.50
42	Hem trouser legs	1	\$ 16.50
43	Shorten trouser legs	1	\$ 16.50
44	Lengthen trouser legs	1	\$ 16.50
45	Taper - Jacket	1	\$ 36.50
46	Taper - Trousers	1	\$ 16.50
47	Alter Jacket	1	\$ 36.50
48	Alter Coat	11	\$ 36.50
49	Alter size of trousers at seat	1	\$ 22.50
50	Alter size of trousers at waist	1	\$ 22.50
RUSH	ORDER		
51	Rush Order Fee - Same day delivery per Part IV Scope of Work, Section 3A, i.	1	NE
52	% Discount for additional service	es	

COMPANY NAME:	T AND A CLEANERS LLC, dba REID'S CLEANERS				
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	full SG				
PRINTED NAME:	KARL SCHULTE				
PHONE NUMBER:	713-824-9581				
EMAIL ADDRESS:	REIDSCLEANERS@OUTLOOK.COM				

City of Round Rock Uniform Cleaning and Repair Services IFB 23-007 Class/Item: 954-20 January 2023

ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLIC	CITATION NUMBER:	1FB-23-007
RESP	ONDENT'S NAME:	FIDS CLEANETES DATE: 2-28-2023
Provid agend two (2	te the name, address, te lies or firms of comparab t) years. City of Round R nces cannot be confirme	lephone number and E-MAIL of at least three (3) valid Municipal, Government le size that have utilized services that are similar in type and capacity within the last ock references are not applicable. References may be checked prior to award. If any negative responses are received it may result in the disqualification of
1.	Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number	Marriot North at Rand Rock She Kunz Guest Service Manager Gue. Kunz(6) Marriott.com 2600 (a Frontera Blv) Kount Rock TY 78681 (512) 733-6767 Fax Number: ()
2.	Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number	LIBERTY HILL POUCE PEPT JULIESULUAN Administrative Asct JULIUM @ liberty hill + x. 901 1120 Loop 332 Liberty Hill TX 78642 (512) 515-5409 Fax Number: ()
3.	Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number	Serv Pro of Pflygernile Shane Green Regional Director National Catastriphe Tram Shane @ Servpro 10959. rom 2420 pathagan Industrial Dr Pflygerville TX 78660 (512) 461-1927 Fax Number (1)

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



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 23-007 Addendum No: 1 Date of Addendum: 2/21/23

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. <u>Extension</u>: The proposal due date is hereby extended until Tuesday, February 28th at 3:00PM CST.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Adam Gagnon, Purchasing Purchasing Office, 512-218-5456 2/21/23

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

KARL SCHULTE/ REIDS CLEANERS

Name

Authorized Signature

2.29-2023

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2023

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

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

PRODUCER Watkins Insurance Group - Austin 3834 Spicewood Springs Rd, Ste 100				CONTACT Christi Gill PHONE (A/C, No, Ext): 512-452-8877 (A/C, No, Ext): 512-452-0999						2-0999		
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CERTIFICATE OF LIABILITY INSURANCE

2/16/2023

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

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

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	, Round Rock TX 78664				Charlie Sanchez Agency, LLC					



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with

Paradigm Traffic Systems, Inc. for the purchase of traffic signal systems and

safety barrier products.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Gary Hudder, Transportation Director

Cost: \$150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation

Text of Legislative File 2023-214

This contract will allow the Transportation Department to purchase highway safety traffic control products from Paradigm Traffic Systems, Inc. to upgrade and replace as needed to support City Traffic Signal Operations - in accordance with BuyBoard Contract NO. 695-23.

This contract is not-to-exceed \$150,000.

Cost: \$150,000.00

Source of Funds: General Fund

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-214

WHEREAS, the City of Round Rock ("City") desires to purchase traffic signal systems and safety barrier products; 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, Paradigm Traffic Systems, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Paradigm Traffic Systems, Inc. through Buy Board Contract No. 695-23, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Traffic Signal Systems and Safety Barrier Products with Paradigm Traffic Systems, 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 July, 2023.

	CD AIC MODCANI M	
	CRAIG MORGAN, Mayor	
	City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk		

EXHIBIT
"A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS WITH PARADIGM TRAFFIC SYSTEMS, INC.

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

This Agreement is for the purchase of traffic signal systems and safety barrier products, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the _____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and PARADIGM TRAFFIC SYSTEMS, INC., whose offices are located at 2201 East Division Street, Arlington, Texas 76011, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase traffic signal systems and safety barrier products, and City desires to obtain said goods from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 695-23; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1

1.0 **DEFINITIONS**

- A. Agreement means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.
 - B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
 - D. Goods mean the specified supplies, materials, commodities, or equipment.
 - E. Vendor means Casco Industries, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

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

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

3.0 SCOPE OF WORK

- A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."
- B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.
- C. Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

- A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."
- B. The City shall is authorized to pay the Vendor an amount not-to-exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for the term of this Agreement.

5.0 INVOICES

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

- 1. Name and address of Vendor;
- 2. Purchase Order Number;
- 3. Description and quantity of items received; and
- 4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

- 1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- 2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- 3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- 4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

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

11.0 CITY'S REPRESENTATIVE

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

Clay Ericson, Assistant Superintendent Transportation Department 3400 Sunrise Road Round Rock, TX 78665 (512) 801-9776 cericson@roundrocktexas.gov

12.0 DEFAULT

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

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

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

- A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.
- B. In the event the City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected provision of goods and/or services. The City shall be responsible only for amounts due and owing up to the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

- A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

- A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:
 - 1. When delivered personally to recipient's address as stated in this Agreement; or
 - 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Paradigm Traffic Systems, Inc. 2201 East Division Street, Arlington, Texas 76011

Notice to City:

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

309 East Main Street Round Rock, TX 78664

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

AND TO:

17.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

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

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

21.0 MISCELLANEOUS PROVISIONS

- A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.
- B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.
- C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.
- D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

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

Paradigm Traffic Systems, Inc.
\sim \sim \sim \sim \sim \sim
By: All Sugartin
Printed Name: Jerry Priester
Title: <u>CEO</u> Date Signed: <u>6-15-2023</u>
City of Round Rock, Texas
By:
By:Printed Name:
Title: Date Signed:
For City, Attest:
D
By: Meagan Spinks, City Clerk
Meagan Spinks, City Clerk
For City, Approved as to Form:
By:
Stephanie L. Sandre, City Attorney

1	Section I: Equipment, Products, and Supplies
	Discount (%) off catalog/pricelist for Traffic Light and Signal Systems, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.
	Total:0%
	Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
	 Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
	Item Attributes
	1. State Name of Catalog/Pricelist Proposed with Discount Percentage
	NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"
	Paradigm Traffic Systems
	Alternate 1
	Section I: Equipment, Products, and Supplies Discount (%) off catalog/pricelist for Traffic Light and Signal Systems, Supplies, and Equipment, Catalog/Pricelist MUST be included or proposal will not be considered.
	Total: 0%
	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"
	Paradigm Traffic Pelco
	<u> </u>

2 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Traffic Safety Barrier, Barricade, and Guardrail Products (Cable, Concrete, Plastic, Steel, Wood, W-Beam, Tri-Beam, End Treatments, Posts, and other related products). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

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

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

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

Item Attributes

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

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

3 | Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Traffic Intersection Safety (Parking Lot, Pedestrian, Railroad, School Zone) Equipment and Products. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

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

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

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

Item Attributes

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

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

4 | Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Traffic Marker and Sign Products. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

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

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

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

Item Attributes

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

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

5 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Computerized Traffic Design Plans, Traffic Flagging, and Special Event Services. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

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

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

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

Item Attributes

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

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

6 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for All Other Traffic Light and Signal System Products. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

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

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

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

Item Attributes

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

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

7 | Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Traffic Light and Signal Systems Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

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

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

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

Item Attributes

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

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

8 | Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Traffic Light and Signal Equipment and Products

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

No Bid

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

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

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

Item Attributes

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

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

No response

9 Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Traffic Signal Systems, Products, and Related Items - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

1 Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products, and Related Items -Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: \$0.00

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1		
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and count of business. Paradigm Traffic Systems, Inc. Arlington, TX United States	try of the business entity's place	Certificate Number: 2023-1037599				
2	Name of governmental entity or state agency that is a party to the being filed. City of Round Rock	Date Filed: 06/22/2023 Date Acknowledged:					
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided to the p	ded under the contract.	the co	ontract, and pro	vide a		
4	Name of Interested Party	City, State, Country (place of busin	iess)	Nature o (check ap Controlling	f interest oplicable) Intermediary		
Pı	riester, Jerry	Arlington, TX United States		X			
				<u> </u>			
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
		, and my date of	birth is		·		
	My address is(street)		TX , state)	76011 (zip code)	USA (country)		
	I declare under penalty of perjury that the foregoing is true and correct	, .,	,	(=ik 6646)	(550.11.)		
		y, State of Texas , on the	22nd	_{day of} June	, 20 23		
			48	(month)	(year)		
		hely anth	OV	n			
		Signature of authorized agent of cor (Declarant)	ntracting	g business entity			

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 0f 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.		C	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			Certificate Number:		
	of business. Paradigm Traffic Systems, Inc. Arlington, TX United States Name of governmental entity or state agency that is a party to the contract for which the form is			2023-1037599 Date Filed: 06/22/2023		
2						
_	being filed.	e contract for which the form	15			
	City of Round Rock			ate Acknowledged: 6/24/2023		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide		identify the	e contract, and pro	vide a	
	000000 Purchase of Traffic Signal Systems and Safety Barrier Produc	cts				
	·			Nature of interest		
4	Name of Interested Party	City, State, Country (place o	of business	ss) (check applicable)		
				Controlling	Intermediary	
Priester, Jerry		Arlington, TX United State	es	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	1	,		_,·	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.					
	Executed inCount	y, State of	on the			
				(month)	(year)	
		Signature of authorized ager		ting business entity		



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute the Second Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program with the Round Rock Transportation and Economic Development Corporation and the Round Rock Chamber of Commerce, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Redline

Department: City Manager's Office

Text of Legislative File 2023-223

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-223

WHEREAS, the City of Round Rock ("City") has previously entered into an Administration

and Funding Agreement for the City of Round Rock Economic Development Program ("Agreement")

on the 26th day of March, 2020 with the Round Rock Transportation and Economic Development

Corporation and the Round Rock Chamber of Commerce, Inc. ("Chamber"), collectively the "Parties";

and

WHEREAS, the Parties wish to enter into a Second Amendment to the Agreement to add

"entrepreneurship" as a program objective and to increase the Chamber's monthly fee, 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 Second

Amendment to the Administration and Funding Agreement for the City of Round Rock Economic

Development Program, 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 July, 2023.

	CRAIG MORGAN, Mayor	
	City of Round Rock, Texas	
ATTEST:		

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

SECOND AMENDMENT TO THE ADMINISTRATION AND FUNDING AGREEMENT FOR THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM

THIS SECOND AMENDMENT TO THE ADMINISTRATION AND FUNDING AGREEMENT FOR THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM (the "Second Amendment") is dated and entered into as of the 27th day of July, 2023, by and among the City of Round Rock, Texas ("City,") the Round Rock Transportation and Economic Development Corporation (the "TED Corp,") and the Round Rock Chamber of Commerce, Inc., (the "Chamber"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on the 26th day of March, 2020, the Parties entered into that one certain Administration and Funding Agreement for the City of Round Rock Economic Development Program (the "Agreement"); and

WHEREAS, on the 27th day of January, 2022, the Parties entered into that one certain First Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program to provide funding for the upgrade of the Chamber's economic development website; and

WHEREAS, the Cities wish to amend the Agreement to add "entrepreneurship" as a program objective, and to increase the Chamber's monthly fee;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties mutually agree as follows:

ARTICLE 1 OF THE SECOND AMENDMENT <u>DEFINITIONS</u>

SECTION 1. All terms used herein shall have the meanings assigned to them in the Agreement, unless the context clearly requires otherwise.

ARTICLE 2

OF THE SECOND AMENDMENT

AMENDMENT TO ARTICLE II OF THE AGREEMENT

SECTION 2. Section 2.01 of the Agreement is amended to read as follows:

Section 2.01. Chamber's Administration Responsibilities. The Chamber agrees to provide a qualified and competent staff for the implementation of the Program. In this connection, the Chamber shall employ dedicated staff focused on the Program and who shall report to and be under the supervision of the Chief Executive Officer of the Chamber (the "Chamber CEO"). The Chamber agrees to provide the management and administrative services necessary to operate the Chamber and to implement the Program. The Chamber agrees that its efforts will include the creation of an annual Operations Plan ("Operations Plan") in consultation wit the City containing the following objectives:

- a) new business recruitment,
- b) existing business development,
- c) private economic development program investor engagement,
- d) site and building investor development,
- e) talent development, and
- f) entrepreneurship.

ARTICLE 3

OF THE SECOND AMENDMENT

AMENDMENT TO ARTICLE III OF THE AGREEMENT

SECTION 3. Section 3.01 of the Agreement is amended to read as follows:

Section 3.01. Fees. For the services provided by the Chamber in the administration and execution of the Program, the TED Corp. agrees to pay to the Chamber the sum of \$72,075.00 for each calendar month ("Monthly Fee"), which amount shall be paid by the TED Corp. to the Chamber on or before the first day of the month, beginning August 1, 2023, and on or before the first day of each calendar month thereafter until this Agreement is terminated. The Parties may from time to time, and by mutual written agreement, agree that the TED Corp. and/or City shall pay to the Chamber additional amount for specific items as may be mutually agreed upon. The Chamber will provide an invoice to the TED Corp by the first of each month. The Parties agree that the Monthly Fee will increase by 3% beginning on the one-year anniversary of the payment of the Monthly Fee and annually thereafter.

ARTICLE 4 OF THE SECOND AMENDMENT MISCELLANEOUS

SECTION 4.1. To the extent necessary to affect the terms and provisions of this Second Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

SECTION 4.2. This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies, including authority granted by their respective governing bodies in approving the Agreement, have caused this Second Amendment to be duly executed as of the day and year first above written.

Round Rock Chamber Of Commerce, Inc.
By:
Jordan Robinson, President
City of Round Rock, Texas
By: Craig Morgan, Mayor
Round Rock Transportation and economic Development Corporation
By: Craig Morgan, President

SECOND AMENDMENT TO THE ADMINISTRATION AND FUNDING AGREEMENT FOR THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM

THIS SECOND AMENDMENT TO THE ADMINISTRATION AND FUNDING AGREEMENT FOR THE CITY OF ROUND ROCK ECONOMIC DEVELOPMENT PROGRAM (the "Second Amendment") is dated and entered into as of the 27th day of July, 2023, by and among the City of Round Rock, Texas ("City,") the Round Rock Transportation and Economic Development Corporation (the "TED Corp,") and the Round Rock Chamber of Commerce, Inc., (the "Chamber"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on the 26th day of March, 2020, the Parties entered into that one certain Administration and Funding Agreement for the City of Round Rock Economic Development Program (the "Agreement"); and

WHEREAS, on the 27th day of January, 2022, the Parties entered into that one certain First Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program to provide funding for the upgrade of the Chamber's economic development website; and

WHEREAS, the Cities wish to amend the Agreement to add "entrepreneurship" as a program objective, and to increase the Chamber's monthly fee;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties mutually agree as follows:

ARTICLE 1 OF THE SECOND AMENDMENT <u>DEFINITIONS</u>

SECTION 1. All terms used herein shall have the meanings assigned to them in the Agreement, unless the context clearly requires otherwise.

ARTICLE 2 OF THE SECOND AMENDMENT AMENDMENT TO ARTICLE II OF THE AGREEMENT

SECTION 2. Section 2.01 of the Agreement is amended to read as follows:

Section 2.01. Chamber's Administration Responsibilities. The Chamber agrees to provide a qualified and competent staff for the implementation of the Program. In this connection, the Chamber shall employ dedicated staff focused on the Program and who shall report to and be under the supervision of the Chief Executive Officer of the Chamber (the "Chamber CEO"). The Chamber agrees to provide the management and administrative services necessary to operate the Chamber and to implement the Program. The Chamber agrees that its efforts will include the creation of an annual Operations Plan ("Operations Plan") in consultation wit the City containing the following objectives:

- a) new business recruitment,
- b) existing business development,
- c) private economic development program investor engagement,
- d) site and building investor development,
- e) talent development, and
- f) entrepreneurship.

ARTICLE 3 OF THE SECOND AMENDMENT AMENDMENT TO ARTICLE III OF THE AGREEMENT

SECTION 3. Section 3.01 of the Agreement is amended to read as follows:

Section 3.01. Fees. For the services provided by the Chamber in the administration and execution of the Program, the TED Corp. agrees to pay to the Chamber the sum of \$58,333.33 \$72,075.00 for each calendar month ("Monthly Fee"), which amount shall be paid by the TED Corp. to the Chamber on or before the first day of the month, beginning August 1, 2023, and on or before the first day of each calendar month thereafter until this Agreement is terminated. The Parties may from time to time, and by mutual written agreement, agree that the TED Corp. and/or City shall pay to the Chamber additional amount for specific items as may be mutually agreed upon. The Chamber will provide an invoice to the TED Corp by the first of each month. The Parties agree that the Monthly Fee will increase by 3% beginning on the one-year anniversary of the payment of the Monthly Fee and annually thereafter.

ARTICLE 4 OF THE SECOND AMENDMENT MISCELLANEOUS

SECTION 4.1. To the extent necessary to affect the terms and provisions of this Second Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

SECTION 4.2. This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies, including authority granted by their respective governing bodies in approving the Agreement, have caused this Second Amendment to be duly executed as of the day and year first above written.

Round Rock Chamber Of Commerce,	, Inc.
Ву:	
Jordan Robinson, President	
City of Round Rock, Texas	
By: Craig Morgan, Mayor	
Round Rock Transportation and Development Corporation	economic
By:	
Craig Morgan, President	



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution approving the action of the Round Rock Transportation and

Economic Development Corporation to adopt a Five-Year Funds Allocation Plan

for FY 2024-2028.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance

Text of Legislative File 2023-222

The RRTEDC reviews and adopts a five-year project spending plan at least annually to ensure adequate funds are available for transportation, economic development and other allowed uses of Type B funds. This five-year plan will be reviewed by staff at least quarterly and updates will be presented to the Type B board as needed for transportation capital improvements programs (TCIP), economic incentive programs (EIP) and other legally allowable projects approved by the Type B board and by Council.

This agenda item is to approve the adoption of this plan by the Type B Board at the July 27, 2023, meeting. The Type B Funds Allocation Plan is attached. The \$349.1 million five-year plan allocates \$296.6 million to committed and planned Transportation Projects and \$52.5 million to Economic Development projects and incentives. A transportation master plan is being performed which will provide the next phase of transportation needs and will contemplate the funding of those improvements.

This plan will be reviewed and updated at least annually as part of the budget process; significant changes in project needs may require more frequent updates.

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-222

WHEREAS, the Round Rock Transportation and Economic Development Corporation has adopted a Five-Year Funds Allocation Plan ("Plan") for FY 2024-2028, and

WHEREAS, the City Council wishes to ratify said Plan, Now Therefore

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

That the adoption of the Plan by Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit "A," is hereby ratified.

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 July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk		

EXHIBIT "A"

Round Rock Transportation and Economic Development Corporation 5-Year Funds Allocation Plan 2024 - 2028

Beginning Balance - Funds Available 10/1/2023	142,139,100
5-Year Revenue Forecast	
Sales Tax	167,600,100
Contributions / Other	40,472,200
Total 5-Year Revenue Forecast	208,072,300
Fund Reserve	(1,000,000)
Total 5-Year Funds Available	349,211,400

5-Year Transportation Projects	
TCIP Programmed (includes pending TCIP amendment)	230,732,900
Other: Traffic Signals Maintenance, Admin, etc.	11,258,600
Debt Payments	5,645,200
5-Year Fund Programmed	247,636,700
Transportation Pipeline Planned Projects (1)	49,000,000
Total 5-Year Transportation Need	296,636,700
5-Year Economic Development Projects	
Chamber Contract	4,642,600
Downtown Improvements & Marketing	1,251,000
Committed Economic Incentive (EIP) Payments	15,321,600
5-Year Fund Programmed	21,215,200
Economic Development Planned Projects	31,259,500
Total 5-Year Economic Development Need	52,474,700
Total 5-Year Expenditure Forecast	349,111,400

Net available to be allocated at end of 5-years	100,000
---	---------

This allocation plan will be updated at least annually.

- (1) Partial funding for future projects not currently funded in the TCIP. To be re-evaluated once the Transportation Master Plan Update is complete.
- (2) Allows available funds for The District's agreement to be discussed.



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Contract with Muniz

Concrete & Contracting, Inc. for the Lake Creek Trail - Round Rock West Park to

Centennial Plaza Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$2,461,328.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Award Letter, Bid Tab, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-211

This item awards the construction contract for the Lake Creek Trail - Round Rock West Park to Centennial Plaza Project to Muniz Concrete and Contracting. This item includes the base bid for the construction of the trail, as well as the two alternates for the trailheads. Three companies bid on the project and Muniz Concrete & Contracting was the lowest bidder. PARD has previously worked with Muniz on trail projects in the past and has had a positive experience with their firm.

The Lake Creek Trail project includes a 10' wide trail spanning from Round Rock West Drive to Centennial Plaza. It will include pedestrian underpasses under the Railroad, IH-35, and a bridge spanning Lake Creek near Centennial Plaza. It will also include site amenities and general park elements along the trail.

Cost: \$2,461,328.00

Source of Funds: General Self-Financed Construction

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-211

WHEREAS, the City of Round Rock has duly advertised for bids for the Lake Creek Trail –

Round Rock West Park to Centennial Plaza Project; and

WHEREAS, Muniz Concrete & Contracting, Inc. has submitted the lowest responsible bid;

and

WHEREAS, the City Council wishes to accept the bid of Muniz Concrete & Contracting, Inc.,

Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract

with Muniz Concrete & Contracting, Inc. for the Lake Creek Trail - Round Rock West Park to

Centennial Plaza Project.

The City Council hereby finds and declares that written notice of the date, hour, place and

subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act,

Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk	<u> </u>	



June 8, 2023

Ms. Katie Baker City of Round Rock Parks and Recreation 210 W. Bagdad, Suite 220 Round Rock, Texas 78664

RE:

Recommendation of Award

Lake Creek Trail

HEA Project 15-022-B-CORR

Dear Ms. Baker

In accordance with your request, I would like to provide the following information regarding the public bid results for the City of Round Rock Lake Creek Trail Project. There were three (3) bidders per the attached bid tabulation results. Per your direction, it is the desire of Parks and Recreation to include the alternate bid items for the Round Rock West and Centennial Plaza Trailheads in addition to the Base Bid. The bidder with the lowest base bid and selected alternates total price is Muniz Concrete & Contracting Inc, Inc. with a total bid price of \$2,461,328.00 (Two million four hundred sixty-one thousand three hundred twenty-eight dollars and no cents). It is recommended to award the Lake Creek Trail Project to Muniz Concrete & Contracting, Inc.

I trust this information is adequate for your needs; however, should you have any questions please contact me at 512-244-1546.

Sincerely

Hagood Engineering Associates, Inc.

My Rogert Terry R. Hagood, P.E.

TRH/xx

Attachments

			BASE BID	MUNIZ CONCRETE				PATIN CON	STRUCTION	1	LIBERTY CIVIL		
1	- Abbrographing	Unit EA	Item Description and Written Unit Price MOBILIZATION complete in place per RR 700	Unit Price		Amount		Unit Price		Amount	Unit Price		Amount
			for dollars and cents.	\$183,108.00	\$	183,108.00		\$25,000.00	\$	25,000.00	\$60,000.00	\$	60,000.00
2	1	<u>EA</u>	PROJECT SIGNS complete in place per dollars and cents.	\$770.00	\$	770.00		\$1,500.00	\$	1,500.00	\$7,000.00	\$	7,000.00
<u>3</u>	<u>2</u>	<u>EA</u>	STABILIZED CONSTRUCTION ENTRANCE complete in place per RR 641 dollars and cents.	\$2,152.00	\$	4,304.00		\$2,000.00	\$	4,000.00	\$1,400.00	\$	2,800.00
4	<u>125</u>	<u>LF</u>	ROCK BERM complete in place per RR 639	\$2,132.00	_Φ	4,304.00		\$2,000.00	Ψ	4,000.00	\$1,400.00	Ψ	2,800.00
			for dollars and cents.	\$55.50	\$	6,937.50	_	\$50.00	\$	6,250.00	\$70.00	\$	8,750.00
<u>5</u>	<u>5,700</u>	<u>LF</u>	for and SILT FENCE complete in place per RR 642 dollars cents.	\$2.90	\$	16,530.00		\$4.00	\$	22,800.00	\$4.00	\$	22,800.00
<u>6</u>	1	<u>LS</u>	BARRICADES, SIGNS AND TRAFFIC HANDLING complete in place per TXDOT 50 dollars and cents.	\$22,735.00	\$	22,735.00		\$10,000.00	\$	10,000.00	\$12,000.00	_\$	12,000.00
<u>7</u>	<u>48</u>	<u>STA</u>	PREPARING ROW complete in place per RR 101 for dollars and cents.	\$2,277.00	\$	109,296.00		\$9,300.00	\$	446,400.00	\$2,000.00	\$	96,000.00
8	<u>48</u>	<u>STA</u>	for and CLEARING AND GRUBBING complete in place per dollars cents.	\$1,842.50	\$	88,440.00		\$2,000.00	\$	96,000.00	\$2,000.00	\$	96,000.00

9	<u>2,100</u>	<u>LF</u>	TREE PROTECTION FENCING complete in place per DET dollars									
			and cents.	\$4.75	\$	9,975.00	\$5.00	\$	10,500.00	\$6.00	\$	12,600.00
<u>10</u>	2	<u>EA</u>	CONCRETE WASHOUT complete in place per DET for dollars									
			andcents.	\$462.00	\$	924.00	\$1,000.00	\$	2,000.00	\$900.00	\$	1,800.00
11	1	<u>EA</u>	CONCRETE REMOVAL AND DISPOSAL complete in place per RR 104									
			for dollars and cents.	\$18,200.00	\$	18,200.00	\$5,000.00	\$	5,000.00	\$10,000.00	\$	10,000.00
12	10,000	<u>SY</u>	SALVAGING AND PLACING TOPSOIL complete in place per RR 601									
			for and cents.	\$4.00	_\$	40,000.00	\$3.00	_\$	30,000.00	\$8.00	\$	80,000.00
13	<u>2,850</u>	<u>CY</u>	EXCAVATION - SHARED USE PATH, REFER TO S.U.P. SECTIONS									
			for and complete in place per TXDOT 110 dollars cents.	\$37.50	\$	106,875.00	\$50.00	\$	142,500.00	\$25.00	\$	71,250.00
14	<u>2,100</u>	<u>CY</u>	EMBANKMENT (FINAL) SHARED USE PATH, REFER SUP SECTIONS complete in place per TXDOT 132									
			for dollars and cents.	\$51.60	\$	108,360.00	\$50.00	\$	105,000.00	\$25.00	\$	52,500.00
<u>15</u>	790.00	<u>SF</u>	DRY STACK QUARRY STONE WALLS (0'-4') complete in place per RR 623									
			for dollars and cents.	\$64.50	_\$	50,955.00	\$70.00	<u></u> \$	55,300.00	\$60.00	_\$	47,400.00
<u>16</u>	2,025.00	<u>SF</u>	DRY STACK QUARRY STONE WALLS (4'-8') complete in place per RR 623									
			for dollars and cents.	\$64.50	\$	130,612.50	\$70.00	\$	141,750.00	\$60.00	\$	121,500.00

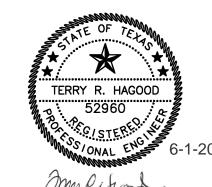
17	<u>1,325</u>	<u>SF</u>	DRY STACK QUARRY STONE WALLS (8'-12') complete in place per RR 623 dollars and cents.	\$64.50	_\$	85,462.50	\$85.00	\$ 112,625.00	\$64.00	\$	84,800.00
18	<u>1,225</u>	<u>SF</u>	DRY STACK QUARRY STONE WALLS (12'-16') complete in place per RR 623 dollars and cents.	\$64.50	\$	79,012.50	\$85.00	\$ 104,125.00	\$68.00	\$	83,300.00
19	<u>80</u>	<u>CY</u>	CONCRETE FOOTING FOR STONE WALLS complete in place per TXDOT 420 dollars and cents.	\$550.00	\$	44,000.00	\$1,000.00	\$ 80,000.00	\$800.00	\$	64,000.00
<u>20</u>	<u>4,735</u>	<u>LF</u>	CONCRETE SHARED USE PATH (5" THICK)(10' WIDE) WITH 2" SAND CUSHION complete in place per TXDOT 531 dollars and cents.	\$139.00	\$	658,165.00	\$115.00	\$ 544,525.00	\$150.00	\$	710,250.00
21	<u>415</u>	<u>LF</u>	RAIL (GUARDRAIL) complete in place per TXDOT 450 dollars and cents.		\$	103,750.00	\$258.00	\$ 107,070.00	\$270.00	\$	112,050.00
22	<u>350</u>	<u>LF</u>	FENCING - CHAIN LINK 6' BLACK VINYL COATED complete in place per RR 701 dollars and cents.	\$52.00	_\$	18,200.00	\$45.00	\$ 15,750.00	\$50.00	_\$	17,500.00
23	<u>120</u>	<u>LF</u>	ADA RAMP HANDRAIL complete in place per RR 701 for dollars and cents.	\$215.00	\$	25,800.00	\$150.00	\$ 18,000.00	\$140.00	\$	16,800.00
24	1	<u>EA</u>	CURB RAMPS complete in place per TXDOT 531 for dollars and cents.	\$2,400.00	\$	2,400.00	\$2,500.00	\$ 2,500.00	\$1,500.00	_\$	1,500.00

<u>25</u>	<u>2,285</u>	<u>SF</u>	CONC for and	SIDEWALKS (5") complete in place per TXDOT 531 dollars cents.	\$11.60	_\$	26,506.00	\$10.00	_\$	22,850.00	\$150.00	_\$	342,750.00
<u>26</u>	<u>30</u>	<u>CY</u>	CONCE SHEET (for and	RETE TRENCH FILL PER C441 complete in place per TXDOT 531 dollars cents.	\$430.00	_\$	12,900.00	\$250.00	_\$	7,500.00	\$500.00	_\$	15,000.00
27	<u>45</u>	<u>SY</u>	CONCF SHEET (for and	RETE RIPRAP - 5" THICK PER C441 complete in place per TXDOT 531 dollars cents.	\$217.00	\$	9,765.00	\$150.00	\$	6,750.00	\$200.00	\$	9,000.00
<u>28</u>	<u>120</u>	<u>LF</u>	CONCE for and	RETE PIERS (30" DIA) complete in place per dollars cents.	\$265.00	\$	31,800.00	\$800.00	\$	96,000.00	\$600.00	\$	72,000.00
<u>29</u>	<u>12</u>	<u>CY</u>	CONCE ABUTMI for and	RETE FOR BRIDGE ENTS complete in place per dollars cents.	\$2,370.00	\$	28,440.00	\$1,500.00	\$	18,000.00	\$5,000.00	\$	60,000.00
<u>30</u>	1	<u>EA</u>		RICATED PEDESTRIAN RUSS SPAN = 114' complete in place per RR 726 dollars cents.	\$232,200.00	_\$	232,200.00	\$275,000.00	\$	275,000.00	\$425,000.00	\$	425,000.00
31	2250	<u>SY</u>	for and	ON MATTING, TYPE C complete in place per RR 605 dollars cents.	\$2.70	_\$	6,075.00	\$3.00	_\$	6,750.00	\$2.00	_\$	4,500.00
32	<u>500</u>	<u>SY</u>	for and	OK 450 EROSION IG complete in place per RR 605 dollars cents.	\$7.00	\$	3,500.00	\$15.00	\$	7,500.00	\$16.00	\$	8,000.00

33	<u>6</u>	<u>EA</u>	DUMOR BENCH INCL. CONC PADS AND INSTALLATION complete in place per						
			for dollars and cents.	\$4,375.00	\$ 26,250.00	\$2,500.00	\$ 15,000.00	\$5,300.00	\$ 31,800.00
34	2	<u>EA</u>	WEBCOAT TRASH RECEPTACLE INCL. INSTALLATION complete in place per						
			for dollars and cents.	\$3,820.00	\$ 7,640.00	\$750.00	\$ 1,500.00	\$2,200.00	\$ 4,400.00
<u>35</u>	<u>1</u>	<u>EA</u>	ZERO WASTE USA DOG WASTE STATION complete in place per						
			for dollars and cents.	\$955.00	\$ 955.00	\$1,500.00	\$ 1,500.00	\$1,200.00	\$ 1,200.00
<u>36</u>	1	<u>LS</u>	RE-VEGETATION, AS NEEDED,INCL FINE GRADING AS NECESSARY, SOIL PREP. complete in place per						
			for dollars and cents.	\$110,800.00	\$ 110,800.00	\$7,500.00	\$ 7,500.00	\$45,000.00	\$ 45,000.00
			TOTAL BASE BID (Items 1 thru 36)		\$2,411,643.00		\$ 2,554,445.00		\$2,811,250.00
			Materials: All Other Charges: * Total:	\$913,988.50 \$1,497,654.50 \$2,411,643.00		\$883,425.87 \$1,671,019.13 \$2,554,445.00		\$1,245,864.25 \$1,565,385.75 \$2,811,250.00	

^{*} Note: This total must be the same amount as shown above for "Total Base Bid"

Complete and Accepted Addenda Acknowledgement Statement of Bidder's Safety Bid Bond received



X X X

X X X

15-022 LCT BID TAB final.xlsx

			ALTERNATE BID	<u>MUNIZ C</u>	ONCRETE		PATIN CON	ISTRUCTION	_	LIBER	TY CIVIL	
	Approx.		Item Description									
Bid Item	Quantity	Unit	and Written Unit Price	Unit Price		Amount	Unit Price		Amount	Unit Price		Amount
<u>AA.1</u>	<u>1</u>	<u>LS</u>	ROUND ROCK WEST TRAILHEAD									
			INCL PLANTING, SIGNAGE,									
			IRRIGATION, REF. 1&2/LA2.01 complete in place per									
		for										
		and		\$31,915.00	\$	31,915.00	\$80,000.00	\$	80,000.00	\$75,000.00	\$	75,000.00
				· ,		,		- `	,			,
<u>AA.2</u>	<u>1</u>	<u>LS</u>	CHISHOLM TRAIL TRAILHEAD INCL.									
			QUARRY STONE BENCHES,									
			PLANTING, IRRIGATION, REF.									
			3&4/IA2 01									
		for	complete in place per dollars									
		and		\$26,775.00	\$	26,775.00	\$70,000.00	\$	70,000.00	\$75,000.00	\$	75,000.00
				+==/			4. 2/2 2 2 2 2		,			,
AA.3	<u>1</u>	<u>LS</u>	CENTENNIAL PLAZA TRAILHEAD									
			INCL PLANTING, SIGNAGE,									
			IRRIGATION. REF. 1&2/LA2.02									
		ſ	complete in place per									
		for and		\$17,770.00	¢	17,770.00	\$125,000.00	\$	125,000.00	\$85,000.00	\$	85,000.00
		un	Cerns.	Ψ17,770.00	Ψ	17,770.00	\$123,000.00	Ψ	123,000.00	\$83,000.00	Ψ	83,000.00
<u>AA.4</u>	<u>160</u>	<u>LF</u>	TRAIL COVER CONCRETE PIERS									
77	<u></u>	=-	(18" DIA)									
			complete in place per <u>TXDOT 420</u>									
		for		* 0.40.00	•	00.400.00	* 0.50.00	•	40.000.00	\$1,000,00	•	1 (0 000 00
		and	dcents.	\$240.00	\$	38,400.00	\$250.00	\$	40,000.00	\$1,000.00	\$	160,000.00
<u>AA.5</u>	1.5	CV	trail cover concrete grade									
<u>AA.5</u>	<u>15</u>	<u>CY</u>	BEAMS									
			complete in place per TXDOT 420									
		for										
		and	d cents.	\$1,500.00	\$	22,500.00	\$1,000.00	\$	15,000.00	\$7,000.00	\$	105,000.00
1							l			l		

15-022 LCT BID TAB final.xlsx

<u>AA.6</u>	1	<u>EA</u>	TRAIL COVER STRUCTURAL STEE INCL ERECTION, ROOFING, CHAIN LINK FENCING complete in place	per <u>RR 726</u>			
			for and	dollars cents.	\$232,900.00	\$ 232,900.00	\$25
<u>AA.7</u>	800	<u>LF</u>	PERMATRAK PRECAST CONCRET BOARDWALK - 10' WIDE WITH CURB AND PIERS complete in place				
			for and	dollars cents.	\$1,042.00	\$ 833,600.00	\$
			TOTAL ALTERNATE BID (Items A thru A			\$1,203,860.00	
			Materials: All Other Charges:		\$523,679.00 \$680,181.00		\$78 \$93
			Total:		\$1,203,860.00		\$1,71

\$250,000.00	\$ 250,000.00	\$1,200,000.00	\$ 1,200,000.00
\$1,420.00	\$ 1,136,000.00	\$4,200.00	\$ 3,360,000.00
	\$ 1,716,000.00		\$5,060,000.00
\$783,180.20			
\$932,819.80			
\$1,716,000.00			

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1		
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and count of business. Muniz Concrete and Contracting, Inc. Austin, TX United States	2023	Certificate Number: 2023-1046958 Date Filed:				
2	Name of governmental entity or state agency that is a party to the being filed. City of Round Rock	07/17	07/17/2023 Date Acknowledged:				
3	Provide the identification number used by the governmental enti-				/ide a		
	description of the services, goods, or other property to be provided 000000 Lake Creek Trail Lake Creek Trail Round Rock West Drive to Centennial Park	ied under the contract.					
4	Name of Interested Party	City, State, Country (place of busin	ess)	Nature of (check ap Controlling			
Мі	uniz, Jose	Austin, TX United States		Х	,		
		,					
5	Check only if there is NO Interested Party.						
6	My name is OH - NOTHING VICTOR	, and my date of	birth is		_		
	My address is 12312 (MDIEN WELL DE DE AVTIN						
	Executed in						
		Signature of authorized agent of con	ntracting	g business entity			

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		
1		Muniz Concrete and Contracting, Inc.				
2		lame of governmental entity or state agency that is a party to the contract for which the form is eing filed.				
3	Provide the identification number used by the governmental entire description of the services, goods, or other property to be provided 000000 Lake Creek Trail Lake Creek Trail Round Rock West Drive to Centennial Park	ded under the contract.		ne contract, and pro	vide a	
4	Name of Interested Party	Name of Interested Party City, State, Country (place of business)				
М	luniz, Jose	Austin, TX United S	States	Controlling X	Intermediary	
_						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	,	and my date of bir	rth is		
	My address is(street)	(city)		e) (zip code)	_, (country)	
	I declare under penalty of perjury that the foregoing is true and correct			. ,		
	Executed inCounty	ty, State of	, on the	day of (month)		
		Signature of authorize	zed agent of contra	acting business entity		



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with

PlayWell Group, Inc. for the purchase of Playground Equipment at High Country

Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$105,502.65

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-212

This item will authorize the Mayor to execute an Agreement with PlayWell Group, Inc. for the purchase of Playground Equipment at High Country Park.

This agreement is solely for the purchase of playground equipment for High Country Park.

Cost: \$105,502.65

Source of Funds: General Self-Financed Construction

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-212

WHEREAS, the City of Round Rock ("City") desires to purchase play equipment for High Country Park, and related goods and services; and

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

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

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

WHEREAS, The PlayWell Group, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from The PlayWell Group, Inc. through Buy Board Contract No. 679-22, 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 Purchase of Play Equipment at High Country Park with The PlayWell Group, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 27th day of July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk	<u> </u>	

EXHIBIT
"A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF PLAY EQUIPMENT AT HIGH COUNTRY PARK WITH THE PLAY WELL GROUP, INC.

THE STATE OF TEXAS	8	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	8	
COUNTY OF WILLIAMSON	8	
COUNTY OF TRAVIS	8	
COUNTI OF TRAVIS	8	
THAT THE A COURT OF THE	0 .1	
THAT THIS AGREEMENT	tor the nurc	hase of play equipment at High Country Park

THAT THIS AGREEMENT for the purchase of play equipment at High Country Park, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of ______, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and THE PLAY WELL GROUP, INC., whose offices are located at 203A State Highway 46 East, Boerne, Texas 78006 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically new play equipment at High Country Park; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved BuyBoard vendor; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board Contract No. 679-22 as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 **DEFINITIONS**

THE STATE OF TEXAS

A. Agreement means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to sell same. The

Agreement includes Vendor's Proposal dated March 30, 2023 as Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

- B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
- D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
 - E. Goods mean the specified supplies, materials, commodities, or equipment.
- F. Services mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE, TERM, AND PRICES FIRM

- A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.
- B. This Agreement shall terminate upon the demolition of the existing play equipment and the installation of all play equipment as described in Exhibit "A."
- C. Prices shall be firm for the duration of this Agreement. No separate line-item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.
- D. City reserves the right to review the relationship with Vendor at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

4.01 SCOPE OF WORK

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

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

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

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor One Hundred Five Thousand Five Hundred Two and 65/100 Dollars (\$105,502.65) for the goods set forth in Exhibit "A."

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

Katie Baker
Parks Development Manager
City of Round Rock
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
msmith@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr insurance 07.20112.pdf

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

- B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.
- C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.
- D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

- A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) and will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall

assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

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

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

Notice to Vendor:

The PlayWell Group, Inc. 203A State Highway 46 East Boerne, TX 78006

Notice to City:

City Manager

221 East Main Street AND TO: 309 East Main Street

Round Rock, TX 78664

Round Rock, TX 78664

Stephanie L. Sandre, City Attorney

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration

proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas	PlayWell Group, Inc.
By:	By: Mustowell
Printed Name:	Printed Name: Muria Powell
Title:	Title: DUSINESS MENGALY
Date Signed:	Date Signed: 6/7/23
Attest:	
By:	
Meagan Spinks, City Clerk	
For City, Approved as to Form:	
By:	
Stephanie L. Sandre, City Attorney	

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900 203A State Highway 46 East Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _	21520	Purchase Order #:	
Signature:		Date:	



www.playwellgroup.com 800-726-1816 505-296-8900 (fax) QUOTATION

QUOTE # 6/20/2023

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

City of Round Rock Accounts Payable 221 East Main Street Round Rock, TX 78664

Phone: (512) 671-2861

SHIP TO:

City of Round Rock-High Country Park TA Masonry-Theodore Alvarado 2910 Flower Hill Drive Round Rock, TX 78664

Phone: (512) 218-5545

CUST. PO#	TERMS	SALES REP	COUNTY			QUOTE EXPIRATION		
	NET 30	CES	WILLIAMSON			7/20/2023		
ITEM	DESCRIPTION			LIST PRICE	DISC	. PRICE	TOTAL	
BUY #679-22	BUYBOARD CONTRACT #679-22 EX	PIRES 09/30/2023	1	0.00		0.00	0.00	
	OPTION 2							
	PLAYCRAFT							
PC-2120	8' ARCH SWING BAY (2 SEAT)		1	3839.00		3,647.05	3,647.05	
PC-2120-AB	8' ARCH SWING BAY (2 SEAT) AB		1	2419.00		2,298.05	2,298.05	
PC-313010	BELT SEAT		2	172.00		163.40	326.80	
PC-311010	FULL BUCKET SEAT		2	370.00		351.50	703.00	
R50	CUSTOM PLAY SYSTEM-FOR KIDS	AGES 2-5-R50E95F5B	1	18897.00		17,952.15	17,952.15	
R50	CUSTOM PLAY SYSTEM-FOR KIDS 5-12-NF5D1B5DB	AGES	1	66638.00		63,306.10	63,306.10	
SHIP	SHIPPING & HANDLING		1	9571.98		9,571.98	9,571.98	
	GWG							
FIBER-GWG	ENGINEERED WOOD FIBER		200	21.33		20.26	4,052.00	
SHIP	SHIPPING & HANDLING		1	3645.52		3,645.52	3,645.52	



www.playwellgroup.com 800-726-1816 505-296-8900 (fax) QUOTATION

QUOTE # 6/20/2023

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

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Phone: (512) 218-5545

CUST. PO#	TERMS	SALES REP		COUNTY		QUOTE	EXPIRATION	
	NET 30	CES	WILLIAMSON		7/:		20/2023	
ITEM	DESCRIPTIO	N	QTY	LIST PRICE	DISC. PRICE		TOTAL	
FIBER DELY-GWG	FIBER DELIVERY GWG WOOD-The area where the wood fiber is to be delivered must be accessible to 45'Trailers /height of 13' 5" for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify GWG Wood as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site, accept deliveries on the same day and additional charge could be added. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge.			0.00		0.00	0.00	
QUOTE VALID FOR approvals and/or of PLEASE REMIT YOU THE PLAYWELL GOOD STATE HIGHT BOERNE, TX 78000 Date		-		- X (0.0%)	\$105,502.65 \$0.00			
CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders					AL		\$105,502.65	

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.	CEF	OFFICE USI			
1	Name of business entity filing form, and the city, state and country of business. The PlayWell Group, Inc. Boerne, TX United States	2023	Certificate Number: 2023-1033381 Date Filed:			
2	Name of governmental entity or state agency that is a party to the being filed. City of Round Rock		6/12/2023 Pate Acknowledged:			
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid High Country Park Purchase of Playground Equipment and Safety Surfacing from	ed under the contract.	the co	ontract, and pro	vide a	
4	Name of Interested Party	City, State, Country (place of busin	iess)	Nature of interest (check applicable) Controlling Intermediary		
Tł	ne PlayWell Group, Inc.	Boerne, TX United States		X	into modia.y	
_						
			_			
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Jodie Alamilla	, and my date of	birth is			
	My address is 308 A State Huy 46 E (street)	(city) (st	tate)	7800 (czip code)	, OSA . (country)	
	I declare under penalty of perjury that the foregoing is true and correct				F: 12-	
	Executed in Kondall County	, State of, on the _	12 d	ay of John (month)	, 20 <u>-23</u> . (year)	
	9	Signature of authorized agent of con	tracting	business entity		
		(Declarant)	9			

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.	os. 1 - 4 and 6 if there are interested parties. s. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING	
1	of business.				Certificate Number: 2023-1033381	
	The PlayWell Group, Inc. Boerne, TX United States		Da	te Filed:		
2				06/12/2023		
	City of Round Rock	of Round Rock		Date Acknowledged: 07/12/2023		
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provided to the services of the ser			contract, and pro	vide a	
	High Country Park Purchase of Playground Equipment and Safety Surfacing from	m The PlayWell Group	, Inc			
4	Name of Interested Party City, State, Country (place of busi		place of business	Nature of interest ness) (check applicable)		
				Controlling	Intermediary	
The PlayWell Group, Inc.		Boerne, TX United States		X		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, a	and my date of birth	າ is	·	
	My address is(street)			,(zip code)	,	
	, ,	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct				00	
	Executed inCount	ty, State of	, on the	day of (month)	, 20 (year)	
		Signature of authorize	ed agent of contract	ting business entity		



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute an Agreement with

Whirlix Design, Inc. for the purchase and installation of play equipment at

Freeman Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$162,627.00

Indexes: Parks Improvement & Acquisition Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2023-213

This item will authorize the City Manager to execute an Agreement with Whirlix Design, Inc. for the purchase and installation of play equipment at Freeman Park. Items included in this purchase order include: the removal and disposal of existing playground equipment, any necessary excavation, the installation of new playground equipment and engineered wood fiber.

Cost: \$162,627.00

Source of Funds: Parks Improvement & Acquisition Fund, General Self-Financed Construction

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-213

WHEREAS, the City of Round Rock ("City") desires to purchase certain deliverables, installation, and demolition services for play equipment at Freeman Park, and related goods and services; and

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

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

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

WHEREAS, Whirlix Design, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Whirlix Design, Inc. through Buy Board Contract No. 679-22, 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 Purchase and Installation of Play Equipment at Freeman Park with Whirlix Design, 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 July, 2023.

	CRAIG MORGAN, Mayor	
	City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk	<u> </u>	

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE AND INSTALLATION OF PLAY EQUIPMENT AT FREEMAN PARK

WITH WHIRLIX DESIGN, INC.

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

THAT THIS AGREEMENT for the purchase and installation of play equipment and the demolition and removal of existing equipment at Freeman Park, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the 12th day of the month of May ______, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and WHIRLIX DESIGN INC., whose offices are located at 1751 International Parkway, Suite 131 Richardson, Texas 75081 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, installation and demolition services for play equipment at Freeman Park and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board Contract No. 679-22 as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 **DEFINITIONS**

- A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to sell same. The Agreement includes Vendor's Proposal dated April 5th, 2023 (attached as Exhibit "A").
 - B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
- D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
 - E. Goods mean the specified supplies, materials, commodities, or equipment.
- F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

- A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.
- B. This Agreement shall terminate upon the demolition of the existing play equipment and the purchase and installation of all play equipment as described in Exhibit "A."
- C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.
- D. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

4.01 SCOPE OF WORK

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

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

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

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not-to-exceed **One Hundred Sixty-Two Thousand Six Hundred Twenty-Seven and No/100 Dollars (\$162,627.00)** for the goods and services set forth in Exhibit "A."

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

Katie Baker Park Development Manager City of Round Rock 301 W. Bagdad Avenue, Suite 250 Round Rock, Texas 78664

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr insurance 07.20112.pdf

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

- A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.
- B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

- A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.
- C. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains

written verification from the company that it: (1) does not boycott Israel; and (2) and will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

Whirlix Design, Inc. 1751 International Parkway Suite 131 Richardson, Texas 75081

Notice to City:

City Manager

221 East Main Street

Round Rock, TX 78664

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.

AND TO:

21.01 APPLICABLE LAW, ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas	Whirlix Design Inc
By:	By:
Date Signed:	Date Signed. On 12/2020
By: Meagan Spinks, City Clerk	
For City, Approved as to Form:	
By:Stephanie L. Sandre, City Attorney	

Exhibit "A" Vendor's Proposal

Exhibit "A"



Date: April 5th, 2023

Project: Freeman Park Playground Renovation

Location: Freeman Park - 301 Forest Ridge Blvd. Round Rock TX 78665

To: Katie Baker- Manager Parks Development

Proposal Expires: 30 days from the above date

Please note that current fluctuations in material pricing may cause a proposal increase between now and

The acceptance of this agreement.

BUYBOARD CONTRACT # 679-22, VENDOR # 3120

We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to

The Whirlix Design team.

LANDSCAPE STRUCTURES PLAY EQUIPMENT

Series:

Landscape Structures per concept 1170095-01-03

Surface:

Fibar 100 Engineered Wood Fiber System

Installation: Quantity/Sizes: By Factory Trained and Certified Installers See Attached Renders and bid notes below.

TOTAL: \$162,627

(One Hundred Sixty-Two Thousand, Six -Hundred Twenty -Seven Dollars and Zero Cents)

Base Bid Includes:

- 1 Total Landscape Structures Smart Play Tree Tops & Forma series combination per design #1170095-01-03. Design highlights include:
 - o Forma Fox Den Hangouts
 - o Forma Swing
 - o GeoPlex Climbing Wall
 - Curva Spinner
 - o Smart Play Tree Tops
 - o Final colors TBD
- Freight
- Certified Installation
- o Fibar 100 EWF safety surfacing with install & wear mats
- Full Submittal Package
- Warranty As Specified Best in the Business!
- Buy Board Discount
- Demo of the existing structure and haul off
- Removal and haul off of the existing ewf
- o Temp. orange fence on T posts around the perimeter
- o Trash haul off

Base Bid Excludes:

- o Metal Construction fence
- Drilling Through Rocky Soil
- o <u>Drainage / Drainage system</u>
- Hitting of New or Existing Sprinkler pipes

Whirlix Design Inc. 1751 International Parkway, Suite 131 Richardson, TX 75081

Exhibit "A"



- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- o Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- o On Site Security
- o Dumpster
- o Latrine on Site
- Permitting and Inspections
- Third Party Inspections
- Geotechnical Report
- Wet Stamped Engineering Drawings
- Certified Payroll / Progress Billing
- o Textura, Oracle, etc.
- Professional Liability Insurance
- o Construction Management Software Required for a Specific Project
- o Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment
- Sales Tax

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.

Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.

<u>Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.</u>

Prepared by Josh Bailey · Whirlix Design Inc · jbailey@whirlix.com · 512-225-4314

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date:	Signature:
Date.	Signature.



Date: April 5th, 2023

Project: Freeman Park Playground Renovation

Location: Freeman Park – 301 Forest Ridge Blvd. Round Rock TX 78665

To: Katie Baker- Manager Parks Development

Proposal Expires: 30 days from the above date

Please note that current fluctuations in material pricing may cause a proposal increase between now and

The acceptance of this agreement.

BUYBOARD CONTRACT # 679-22, VENDOR # 3120

We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to

The Whirlix Design team.

LANDSCAPE STRUCTURES PLAY EQUIPMENT

Series: Landscape Structures per concept 1170095-01-03

Surface: Fibar 100 Engineered Wood Fiber System
Installation: By Factory Trained and Certified Installers
Quantity/Sizes: See Attached Renders and bid notes below.

TOTAL: \$162,627

(One Hundred Sixty-Two Thousand, Six -Hundred Twenty -Seven Dollars and Zero Cents)

Base Bid Includes:

- 1 Total Landscape Structures Smart Play Tree Tops & Forma series combination per design #1170095-01-03. Design highlights include:
 - o Forma Fox Den Hangouts
 - o Forma Swing
 - o GeoPlex Climbing Wall
 - Curva Spinner
 - Smart Play Tree Tops
 - o Final colors TBD
- Freight
- Certified Installation
- o Fibar 100 EWF safety surfacing with install & wear mats
- Full Submittal Package
- Warranty As Specified Best in the Business!
- Buy Board Discount
- o Demo of the existing structure and haul off
- o Removal and haul off of the existing ewf
- Temp. orange fence on T posts around the perimeter
- o Trash haul off

Base Bid Excludes:

- o Metal Construction fence
- o Drilling Through Rocky Soil
- o <u>Drainage / Drainage system</u>
- Hitting of New or Existing Sprinkler pipes



- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- o On Site Security
- o Dumpster
- Latrine on Site
- Permitting and Inspections
- Third Party Inspections
- Geotechnical Report
- Wet Stamped Engineering Drawings
- Certified Payroll / Progress Billing
- o Textura, Oracle, etc.
- o Professional Liability Insurance
- o Construction Management Software Required for a Specific Project
- o Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment
- Sales Tax

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.

Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.

<u>Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.</u>

Prepared by Josh Bailey · Whirlix Design Inc · jbailey@whirlix.com · 512-225-4314

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

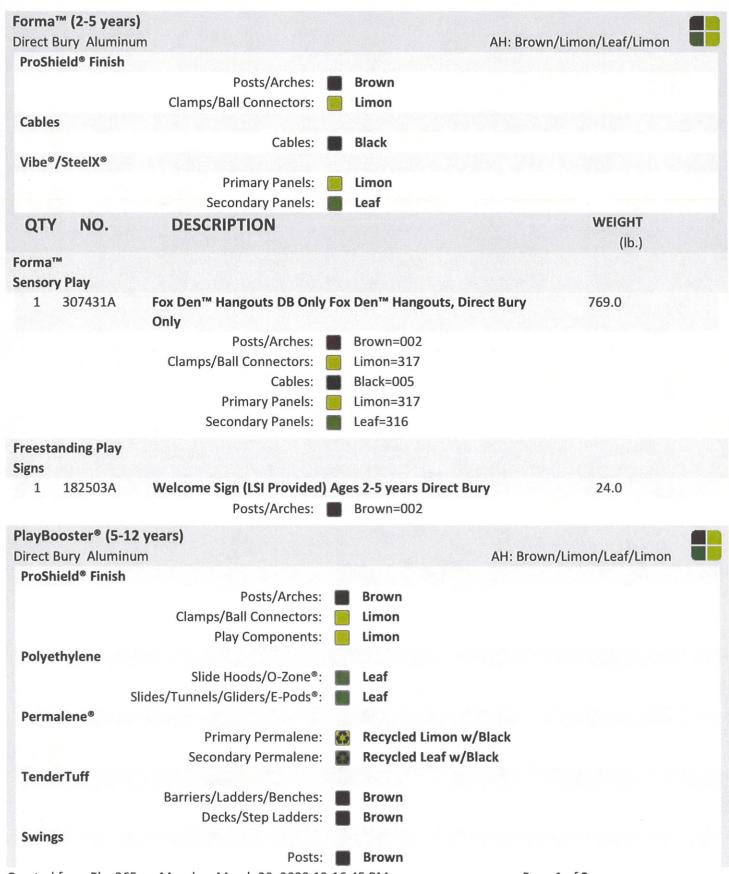
Date:	Signature:	



Color Verification Summary

Freeman Park Round Rock

1170095-01-03





Color Verification Summary

Freeman Park Round Rock 1170095-01-03

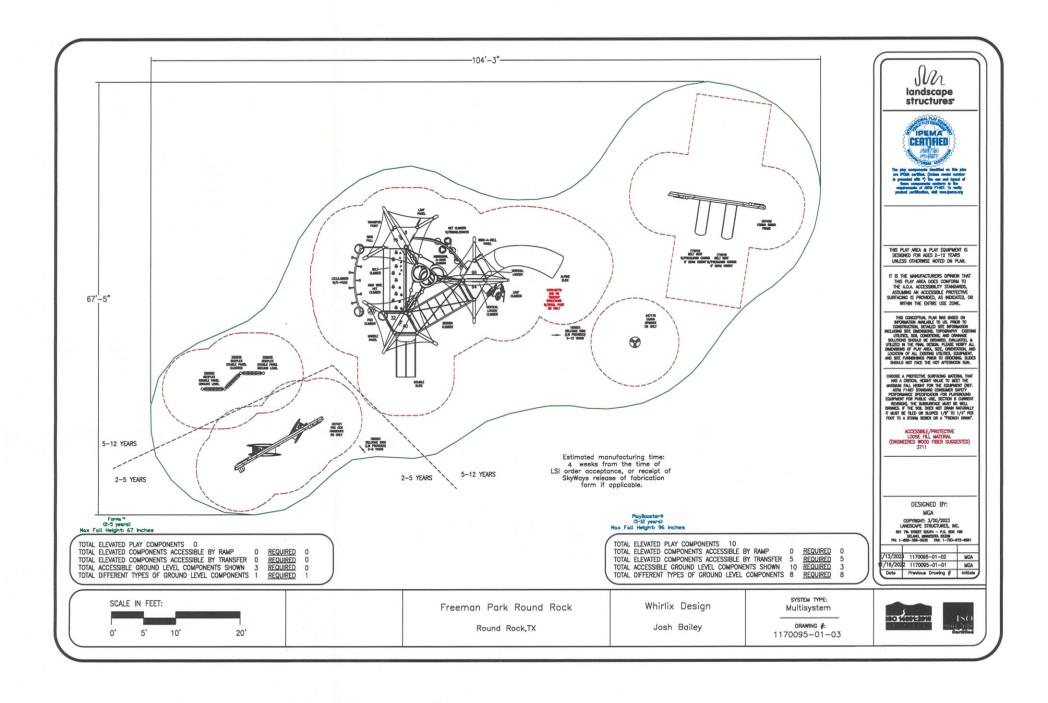
irect B	ury Aluminur	n	AH: Brown/	Limon/Leaf/Limon
		Clamps:	Limon	
QTY	NO.	DESCRIPTION		WEIGHT
				(lb.)
	nding Play			
	& More Fun			
1	247179A	CURVA™ SPINNER DB		117.0
		Play Components:	Limon=317	
Signs				
1	182503C	Welcome Sign (LSI Provided) Ag	ges 5-12 years Direct Bury	24.0
		Posts/Arches:	Brown=002	
Swings				
1	307429A	Forma™ Swing Frame DB Only	Forma™ Swing Frame, Direct Bury	441.0
		Only		
		Posts:	Brown=002	
		Clamps:	Limon=317	
2	174018A	Belt Seat ProGuard Chains for 8	B' Beam Height	16.0
PlayBoo	oster®			
Climber	rs Other			
1	220539A	GeoPlex ^{®™} Double Panel Eleva	ted	76.0
		Posts/Arches:	Brown=002	
	Sli	des/Tunnels/Gliders/E-Pods®: 📗	Leaf=316	
2	220538A	GeoPlex ™ Double Panel Grou	nd Level	152.0
		Posts/Arches:	Brown=002	
	Sli	des/Tunnels/Gliders/E-Pods®:	Leaf=316	
Custom				
1	CP016776A	DTR Tree Tops Includes Alum. I	Lolliladder posts and Steel roof	5,121.0
		posts, Pine Green Fabric Only,	Tan Cable Only. No modifications	
		allowed. DB		
		Posts/Arches:	Brown=002	
		Clamps/Ball Connectors:	Limon=317	
		Play Components:	Limon=317	
		Slide Hoods/O-Zone®:	Leaf=316	
	Sli	des/Tunnels/Gliders/E-Pods®:	Leaf=316	
		Primary Permalene:	Recycled Limon w/Black=817	
		Secondary Permalene:	Recycled Leaf w/Black=816	
		Barriers/Ladders/Benches:	Brown=002	
		Decks/Step Ladders:	Brown=002	

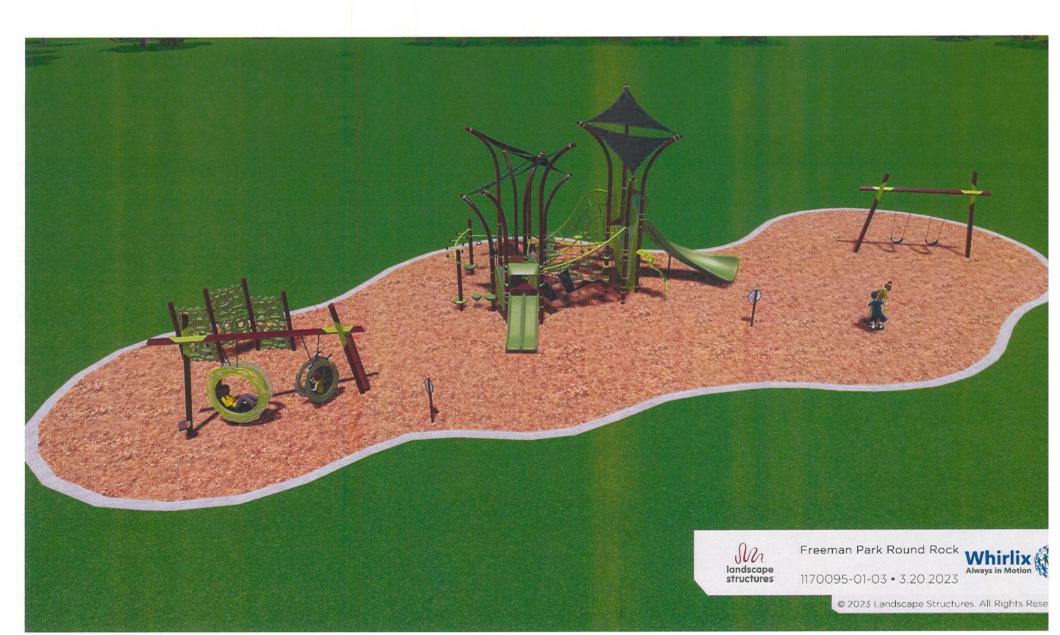


Color Verification Summary Freeman Park Round Rock 1170095-01-03

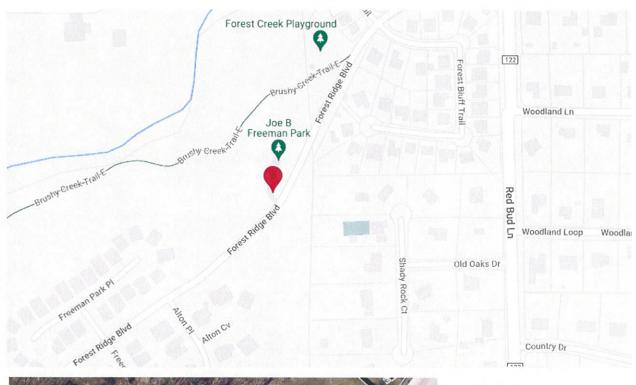
QTY NO.	DESCRIPTION				WEIGHT	
					(lb.)	
2 111404	108"Alum Post DB				56.0	
	Posts/Arches:	Brov	vn=002			
2 1114040	124"Alum Post DB				60.0	
	Posts/Arches:	Brov	vn=002			
SUMMARY	C	ONCRETE	FOOTINGS	LABOR	WEIGHT	
		(cu-ft)	(count)	(hours)	(lb.)	
Forma™ (2-5 ye	ears) PHASE-1	14.3	7	10.8	793.0	
PlayBooster® (5	5-12 years) PHASE-1	20.0	8	15.0	6,063.0	
ALL PHASES	Forma™	13.0	6	10.0	769.0	
	Freestanding Play	13.7	5	8.0	622.0	
	PlayBooster®	7.6	4	7.8	5,465.0	
	Total	34.3	15	25.8	6,856.0	

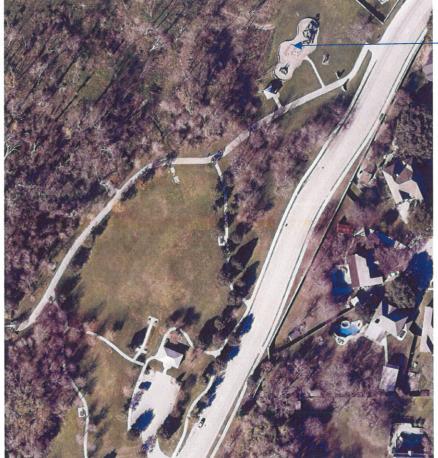
- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation or errors in square footage calculations prepared by third parties..
- The quoted price is protected for thirty (30) days if a Complete Order is placed prior to a price change effective date. A product order is a "Complete Order" if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.
- This project contains cable. Due to the addition of color options the cable color may change based on the palette chosen. Please verify the cable color.
- Manufacturing time for this project will be 4 weeks from the time of LSI's order acceptance.
- View additional quote terms here.





FREEMAN PARK





PLAYGROUND

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1011			
	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 count of business.	Certificate Number: 2023-1040153						
	Whirlix Design Inc RICHARDSON, TX United States	Date	Filed:					
2	Name of governmental entity or state agency that is a party to the being filed.	06/28	3/2023					
	City of Round Rock		Date	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. 230525 Playground equipment							
4		Site State Country (place of husing	>	Nature of				
	Name of Interested Party	City, State, Country (place of busin	essj	(check ap	Intermediary			
E	dmundson, Jason	Richardson , TX United States		Х				
В	ailey, Josh	Pflugerville, TX United States			Х			
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION My name is	, and my date of	birth is	8				
	My address is 1751 International Pkwy, Stel31 Richards on, TX 75081. (street) (city) (state) (zip code) (country)							
	I declare under penalty of perjury that the foregoing is true and correct	ct.		3.				
	Executed in Dallos Count	ty, State of, on the	284	day of June	, 20 <u>23</u> . (year)			
			70	2	, ,,			
	Signature of authorized agent of contracting business entity (Declarant)							

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

						1011
	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	
1	Name of business entity filing form, and the city, state and coun of business.	try of the business en	tity's place	Certificate Number: 2023-1040153		
	Whirlix Design Inc	2023-1040153				
	RICHARDSON, TX United States			Date Fi	led:	
2	Name of governmental entity or state agency that is a party to the	ne contract for which t	he form is	06/28/	2023	
_	being filed.					
	City of Round Rock			Date A 07/21/	cknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided			the cor	tract, and prov	∕ide a
	230525					
	Playground equipment					
4					Nature of	finterest
•	Name of Interested Party	City, State, Country	(place of busine	ess)	(check ap	plicable)
					Controlling	Intermediary
E	dmundson, Jason	Richardson , TX L	Jnited States		Х	
В	ailey, Josh	Pflugerville, TX U	nited States			X
5	Check only if there is NO Interested Party.			I		
6	UNSWORN DECLARATION					
Ŭ						
	My name is	,	and my date of	birth is _		·
	My address is	,	,	,		,
	(street)	(city)	(st	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	ct.				
	Executed inCount	ty, State of	, on the _	da	y of	, 20
					(month)	(year)
		Signature of authori	zed agent of cont (Declarant)	racting I	ousiness entity	



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute Quantity

Adjustment/Change Order No. 7 with J.D. Abrams, LP for the Kenney Fort

Boulevard Segments 2 & 3 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Gary Hudder, Transportation Director

Cost: \$393,989.52

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

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Transportation

Text of Legislative File 2023-215

Kenney Fort Boulevard is an important north/south transportation arterial in Round Rock. Kenney Fort Segments 2 and 3 will extend Kenney Fort Blvd from Forest Creek Drive to State Highway 45. This roadway section will provide increased mobility as well as enhance the driving experience in Round Rock.

The City opened bids for the construction of this project on Tuesday, July 27, 2021. The City awarded the contract to the apparent low bidder - J.D. Abrams in the amount of \$23,409,120.97.

CO #1 added a water reuse line for \$1,705,468.45.

CO #2 added multiple construction materials and survey for \$39,774.23.

CO #3 added corrections to headwall quantities, sprinkler system repairs, striping quantity adjustments and one month of barricades for a increase of \$88,904.39.

CO #4 added a revision to an unidentified water line, a delay cost due to that line, an increase in sound wall and one months barricades for an increase of \$229,109.26.

CO #5 added the roadway illumination system components to be city owned for an increase of \$567,237.51.

CO #6 consists of the addition of a developer funded left turn lane, median opening and right turn lane. This increased the contract amount by \$155,465.13.

This QA/CO #7 corrects a design error that incorrectly depicted a 9'x6' box culvert as a 9'x5' box culvert.

City of Round Rock Page 1 of 2

This change deletes the 9'x5' culvert quantity and compensates the contractor for precast material ordered for the 9'x5' size prior to the error being caught in the field and then the placement of the correct 9'x6' culvert size. This increased the contract amount by \$393,989.52. The previous adjusted contract price was \$26,135,220.46 and with this addition of CO #7 will increase to a new contract price of \$26,529,209.98.

Cost: \$393,989.52

Source of Funds: RR Transportation and Economic Development Corporation

City of Round Rock Page 2 of 2

RESOLUTION NO. R-2023-215

WHEREAS, the City of Round Rock has previously entered into a contract ("Contract") with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 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. 7, 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. 7 to the Contract with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 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 July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk	<u> </u>	



Contract Quantity Adjustment/Change Order

ROUNG ROCK TEX	A5			
rev, 01/16				
Department:	Department of Transportation			
Project	v 5.45-# 3.9.3		Date: _	6/20/23
Name:	Kenney Fort Sect, 2 & 3		Change Order/Quantity	
City Project	CTD 2024 (745) MM		Adjustment No.	#7
ID Number	STP 2021 (745) MM	5811 Trade Center Dr. Bldg	1, Austin, TX 78744	512-322-4000
Vendor	J.D. Abrams, LP Company Name	Address		Phone No.
Justification	90			
Quantity Adj Change Orde	ustment: Original 9x5 QTY is to be reduced to 0-LF. Design (er:	Change has changed boxes from 9x5 to 9x6.		
			Amount	% Change
SUMMARY	h Potent		\$23,409,120.97	
Original Contrac			\$254,877.86	
Previous Quantil	ty Adjustment(s):		-\$349,800.00	
This Quantity Ad			-\$94,922.14	
Total Quantity A			\$23,314,198.83	
Total Contract P	rice with Quantity Adjustment(s):		\$2,471,221.63	11%
Previous Change	e Order(s):		\$743,789.52	3%
This Change C			\$3,215,011.15	14%
Total Change (Adjusted Contro Order(s)]:	Order(s) To Date: act Price [Original Contract Price Plus Quantity Adjustment(s) Plus	Change	\$26,529,209.98	13%
	reen Original and Adjusted Contract Prices:		\$3,120,089.01	
			450	
Original Contrac			125	-
	nt by previous Quan. Adj./Change Order:		0	
Time Adjustmer	nt by this Quan. Adj./Change Order:		575	_
New Contract T	ime:			
		Submitted for Approval		
Prepared By:	Mary Mack	Marty Mack, Project Manager, J.D. A Printed Name, Title, Company	brams, LP	6/20/23 Date
	Signature	Approvais		
Contractor:		Printed Name, Title, Company		Date /
City Project Manager	Signature G	Printed Name, Title	04	9/29/202 3 Date
Mayor/City Manager		Tala		Date
	Signature	Printed Name, Title		

Contract Quantity Adjustment/Change Order

Project Name: Kenney Fort Sect. 2 & 3

Quan. Adj./Change Order No.: 7

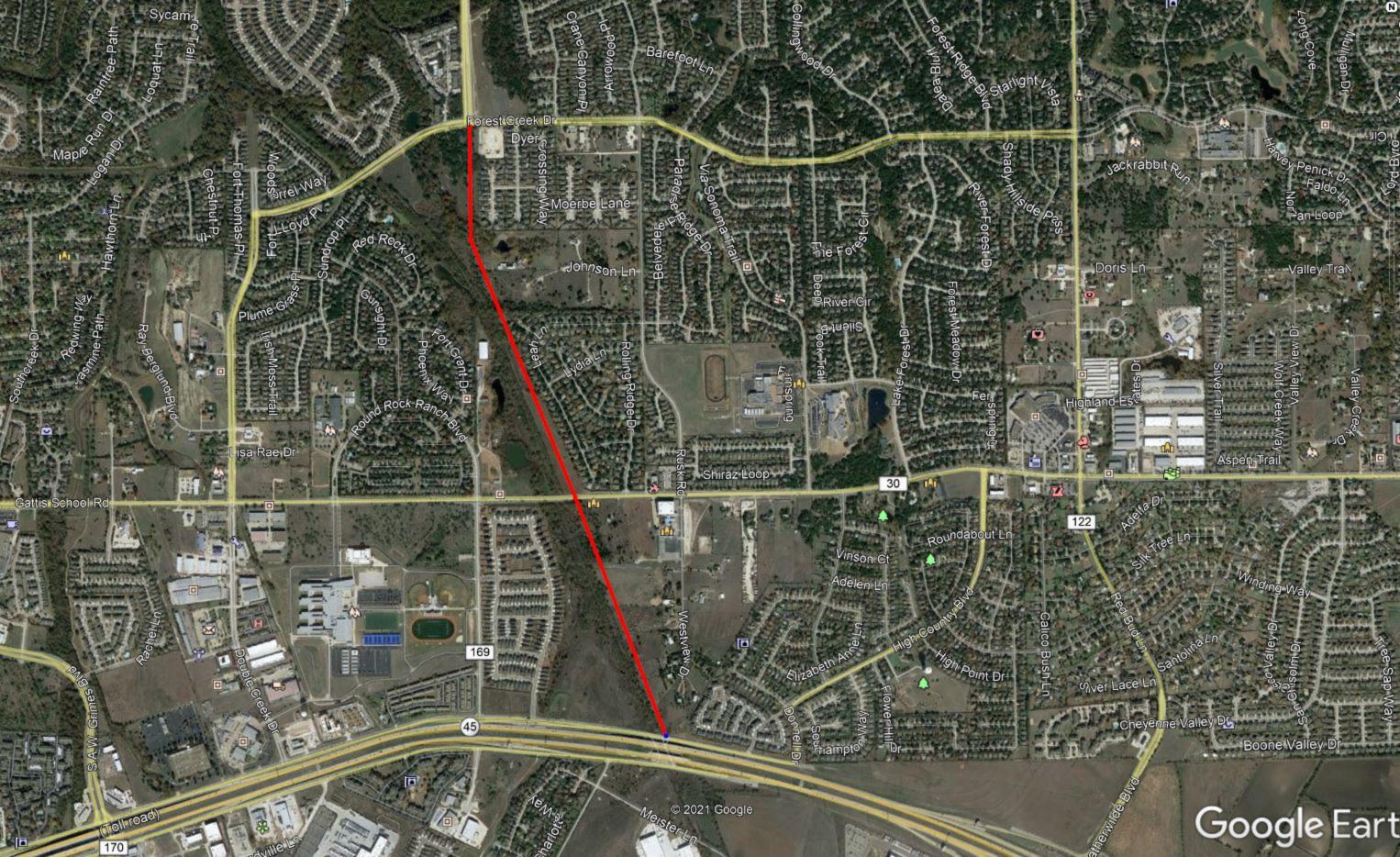
Change Order Data						
Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
Acent w					\$0.00	
69/10/10/10/10/10/10/10/10/10/10/10/10/10/					\$0.00	
1. Material (Salv	age to be shipped to Pipe Wholesalers)		1	-\$8,966.26	-\$8,966.26	
	Material/Labor/Equipment	LS		-30,500.20	\$0.00	
				 	\$0.00	
2. Material (No	-Salvage to be shipped to CORR)	LS	1	\$3,953.85	\$3,953.85	
	Freight/Labor/Eqlupment				\$0.00	
					\$0.00	
3. 9'x6' Box Culv	ert ADD ON	LF	350	\$1,410.97	\$493,839.50	
	Material				\$0.00	
					\$0.00	
4. Crane Standb	y Time + Haul & Unload	LS	1	\$45,662.43	\$45,662.43	
	Standby Time				\$0.00	
					\$0.00	
5. CONC BOX C	JLV (9 FT X 6 FT) (LABOR, EQUIP, SUB)	LF	350	\$598.00	\$209,300.00	
	Installation of New 9x6 RCB (Labor, Equip, Sub)	Lr	330	400000	\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
ļ					\$0.00	
				TOTALS:	\$743,789.52	0

Contract Quantity Adjustment/Change Order

Project Name: Kenney Fort Sect. 2 & 3

Quan. Adj./Change Order No.: 7

Quantity Adjustment Data						
Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
	CONC BOX CULV (9 FT X 5 FT)(EXTEND)	CY	-318	\$1,100.00	-\$349,800.00	
462 6068	CONC BOX COTA (A 5.1 x 2 L1)/EXISTINO					
<u> </u>						
		-				
		-				
		-				
		 	 			
		1				
				TOTALS:	-\$349,800.00	



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 01 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 coun of business. J D Ahrams LLc	Certificate Number: 2023-1043654					
	Austin, TX United States		Date Filed:				
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			07/10/2023			
	City of Round Rock , Texas	Date Acknowledged:					
3	description of the services, goods, or other property to be provided		the contra	ct, and prov	vide a		
	000000 Kenny Fort Blvd, Seg2&3 Kenny Fort Blvd Segment 2 &3 Project # STP 2021 (948) Col	ontrol 091-05-195					
4	Name of Interested Party	City, State, Country (place of busin	ness)	Nature of (check ap			
			· -	ontrolling	Intermediary		
JΙ	D Abrams, LLc	Austin, TX United States	X				
					•••		

5	Check only if there is NO Interested Party.						
	UNSWORN DECLARATION						
	• • • • • • • • • • • • • • • • • • •	, and my date of					
	My address is 5811 TRade Center Dr. Blud (street)	, <u>Austin</u> , <u>T</u> (city) (si	X 70 (2/4/4 zip code)	, <u>434</u> . (country)		
	I declare under penalty of perjury that the foregoing is true and correct						
	Executed in William 50 N Count	ty, State of <u>IEXAS</u> , on the	//)_day of	f July (month)	, 20 <u>.33</u> . (year)		
	,	Marky Mack					
		Signature of authorized agent of cont	tracting busi	iness entity			

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

						1011			
	omplete Nos. 1 - 4 and 6 if there are interested parties. omplete 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 count of business.	ity's place	Certificate Number:						
	J D Abrams LLc			2023-1043	0034				
	Austin, TX United States			Date Filed:					
2	Name of governmental entity or state agency that is a party to th	e contract for which th	ne form is	07/10/2023					
	being filed.								
	City of Round Rock , Texas		Date Acknowledged: 07/13/2023						
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a lescription of the services, goods, or other property to be provided under the contract.								
	000000 Kenny Fort Blvd.Seg2&3								
	Kenny Fort Blvd Segment 2 &3 Project # STP 2021 (948) Cor	ntrol 091-05-195							
_				Nature of interest					
4	Name of Interested Party City, State, Country (place of busin		(place of busine	iess) (check ap		plicable)			
				Con	ntrolling	Intermediary			
J	D Abrams, LLc	Austin, TX United S	×						
5	Check only if there is NO Interested Party.								
6	UNSWORN DECLARATION								
υ	ONSWORN DECLARATION								
	ly name is, and my date				of birth is				
	My address is	,	,	,		··			
	(street)	(city)	(sta	ate) (zi	ip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	t.							
	Executed inCounty	y, State of	, on the _	day of		, 20			
				- ,	(month)	(year)			
		Signature of authoriz	ed agent of cont (Declarant)	racting busin	iess entity				



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Jonah Water Special Utility District for the relocation of water

system improvements for the Old Settlers Boulevard Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Gary Hudder, Transportation Director

Cost: \$127,300.00

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

Attachments: Resolution, Exhibit A

Department: Transportation

Text of Legislative File 2023-216

The Old Settlers Blvd. extension project was approved by City Council to move forward as a part of the city's Transportation Master Plan. The engineering firm of Aguirre & Fields, LP was assigned this project in 2020. Since that time, 90% deisgn plans has been completed, multiple public meetings have been held and the purchasing of right of way for the roadway footprint continues.

This request is for approval of reimbursement to the Jonah Water Special Utility District for the relocation of two utility lines located within a 50-foot wastewater and water easement. The relocation will accommodate the utility relocations required for the project. The cost for this relocation is \$127,300.00.

Cost: \$127,300.00

Source of Funds: RR Transportation and Economic Development Corporation

City of Round Rock Page 1 of 1

RESOLUTION NO. R-2023-216

WHEREAS, the City of Round Rock ("City") is completing the Old Settlers Boulevard

Extension Project ("Project"); and

WHEREAS, the Project requires the relocation of three (3) utility lines owned and maintained

by Jonah Water Special Utility District ("District"), and two (2) of the utility lines are located within a

50-foot wastewater and water easement; and

WHEREAS, City has determined that the costs District will incur to relocate the utility lines

within the easement require reimbursement from the City to District; and

WHEREAS, the City wishes to enter into a Reimbursement Agreement ("Agreement") with

the District regarding the relocation of the utility lines, 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

Reimbursement Agreement for Relocation of Water System Improvements with the District, 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 July, 2023.

	CRAIG MORGAN, Mayor	
	City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk	_	

EXHIBIT "A"

CITY OF ROUND ROCK REIMBURSEMENT AGREEMENT FOR RELOCATION OF WATER SYSTEM IMPROVEMENTS (Old Settlers Boulevard Extension Project)

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

THAT THIS REIMBURSEMENT AGREEMENT FOR RELOCATION OF WATER SYSTEM IMPROVEMENTS (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of July, 2023 by and between the CITY OF ROUND ROCK ("City"), a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "City"), and JONAH WATER SPECIAL UTILITY DISTRICT, a Texas special utility district, whose offices are located at 4050 FM 1660, Hutto, Texas 78634 ("District").

RECITALS:

WHEREAS, City is completing the Old Settlers Boulevard Extension Project ("Project"); and

WHEREAS, the Project requires the relocation of three (3) utility lines owned and maintained by District; and

WHEREAS, two (2) of District's utility lines are located within a 50-foot wastewater and water easement ("Easement") shown in the Final Plat of Siena Section 23A, attached hereto as Exhibit "A," and incorporated herein by reference for all purposes; and

WHEREAS, City has determined that the costs District will incur to relocate the two (2) utility lines within the Easement shown in Exhibit "A" require reimbursement from City to District; and

WHEREAS, District has developed plans for the relocation of the two (2) utility lines titled "2022 - Old Settlers Blvd, Utility Adjustments" ("Relocation Services"), attached hereto as Exhibit "B," and incorporated herein by reference for all purposes; and

WHEREAS, District has prepared a good faith cost estimate set forth in Exhibit "C" (the "Probable Construction Cost"), attached hereto and incorporated herein by reference for all purposes, for the Relocation Services; and

WHEREAS, City agrees to reimburse District for the actual expenses occurred by District related to the Relocation Services as described herein.

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. 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 until the Relocation Services are successfully completed.
- 2. The parties agree that the Relocation Services shall be constructed in accordance with Exhibit "A."
- 3. District shall complete the Relocation Services no later than one hundred and eighty (180) days from the effective date of this Reimbursement Agreement.
- The actual cost of the Relocation Services is estimated to be \$127,300.00. City agrees to reimburse District the actual costs of the Relocation Services. District shall submit to City a detailed written report itemizing the total costs incurred, including all supporting information documenting all amounts incurred for which reimbursement is claimed and verifying that the Relocation Services are in accordance with the requirements of this Agreement and that any change orders increasing the cost for the Relocation Services above the threshold described below were submitted and approved by City prior to incurring such additional costs. Upon completion of the Relocation Services, District shall present City with a detailed invoice of the actual Relocation Services performed and City agrees to make, within thirty (30) days from the date of the properly detailed invoice, a one-time reimbursement payment of the actual costs. In the event, the Estimate exceeds the actual costs by ten percent (10%) or more, then, prior to incurring such additional expense, District shall submit additional costs to City for approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Any request for approval made by District in writing and not specifically approved or disapproved within five (5) business days shall be automatically deemed approved by City. Neither enhancement nor betterment costs shall be reimbursed by City.
- 5. The obligation of City to make a cost reimbursement payment under this Agreement does not constitute a general obligation or indebtedness of City for which City is obligated to levy, pledge, or collect any form of taxation.

- 6. Notwithstanding any other provisions of this Agreement, in no event shall either party be liable to the other for any indirect, inconsequential, or incidental damages, including but not without limitation, loss of revenue, loss of customers or loss of profits arising from the Agreement and the performance or non-performance of obligations hereunder.
- 7. District agrees to indemnify and hold harmless City, its agents and employees, against and from any and all liability, loss and expense and shall defend all claims, resulting from the loss of life or damage or injury to persons or property directly or indirectly resulting from the work performed by District to the extent such loss, damage or injury, is caused by the negligence or willful misconduct of District its agents or arises out of or in connection with the Relocation Services.
- 8. 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 the 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.
- 9. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT: Jonah Water Special Utility District

4050 FM 1660 Hutto, Texas 78634 Attn: General Manager

With a copy to: John Carlton

The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130

Austin, Texas 78746

john@carltonlawaustin.com

CITY: City of Round Rock

221 East Main Street

Round Rock, Texas 78664

Attn: City Manager

With a copy to: Stephanie Sandre, City Attorney

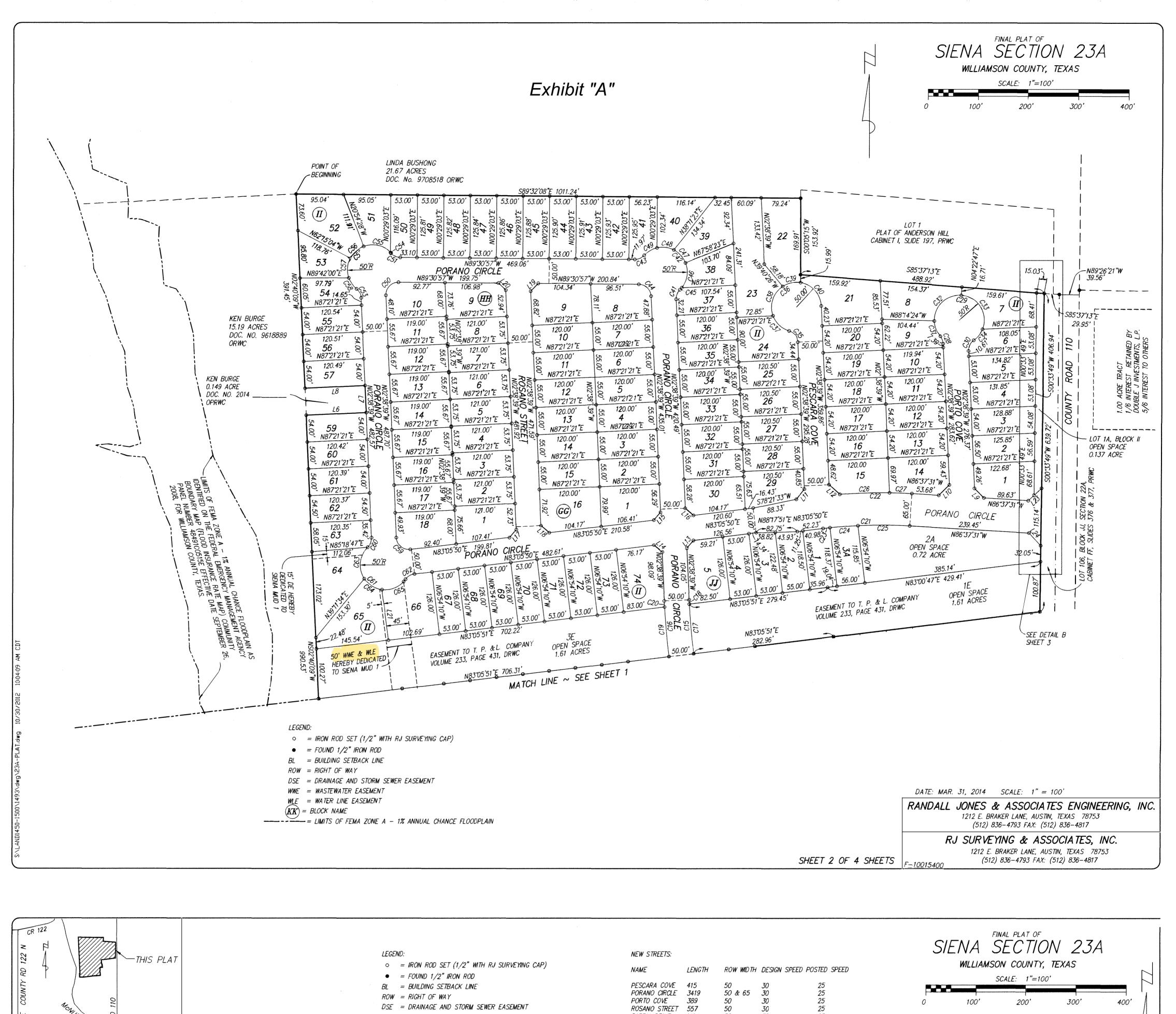
Sheets & Crossfield, P.L.L.C.

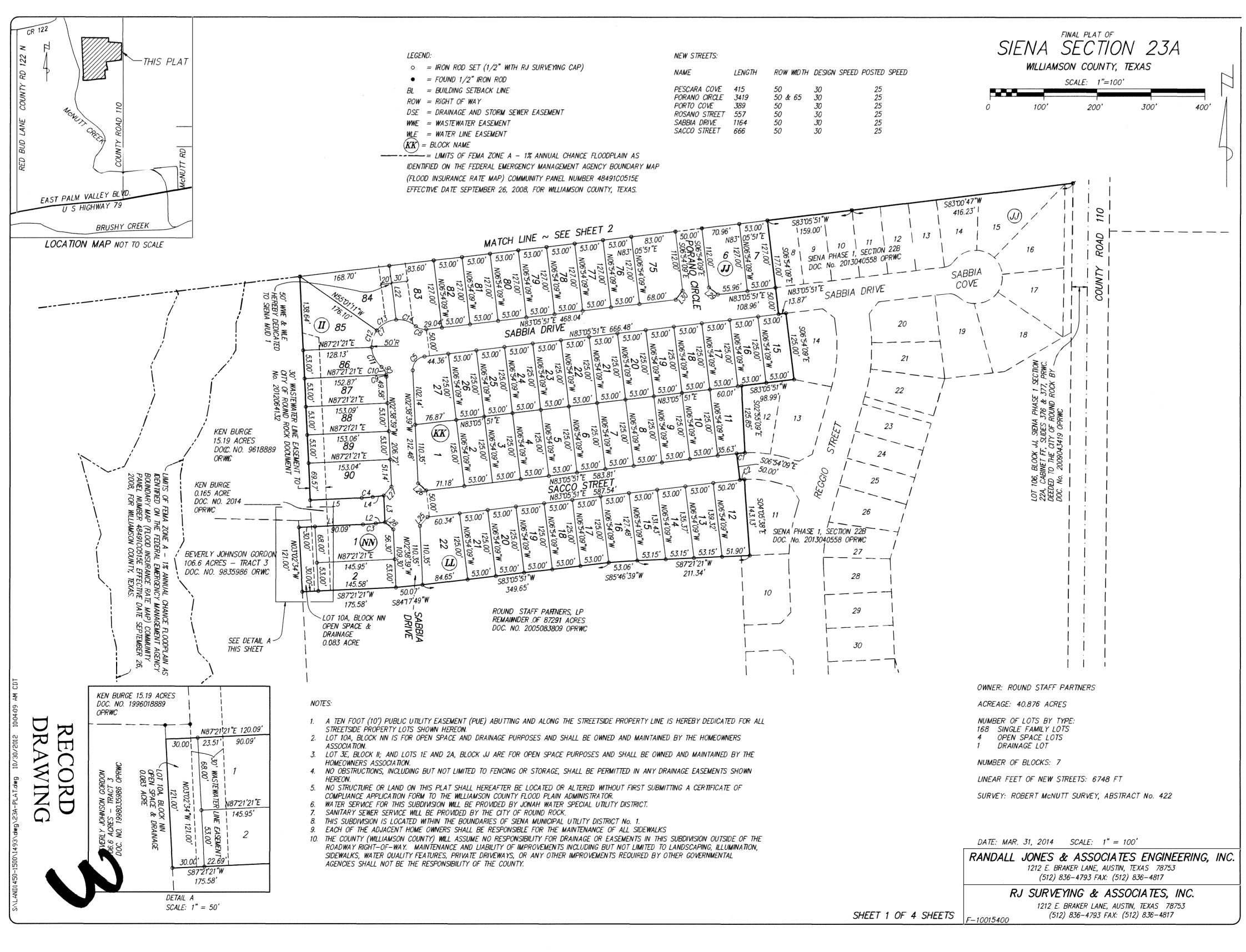
309 East Main Street Round Rock, Texas 78664 stephanie@scrrlaw.com

- 10. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 11. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns.
- 12. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

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

City of Round Rock, Texas	Jonah Water Special Utility District
By:	By:
By: Craig Morgan, Mayor	Printed Name:
	Title:
Date Signed:	Date Signed:
Attest:	Attest:
By: Meagan Spinks, City Clerk	By:
For City, Approved as to Form:	
By:	
Stephanie L. Sandre, City Attorney	







4050 FM 1660 HUTTO, TEXAS 78634 1-512-759-1286 PWS ID 246002 CCN ID 10970

2023 - OLD SETTLERS EXTENSION, WATER & WASTEWATER ADJUSTMENTS

GENERAL CONSTRUCTION NOTES

- 1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS

2. THE CONTRACTOR SHALL NOTIFY

- 2.1. THE TXDOT HIGHWAY MAINTENANCE FOREMAN
 2.2. RAILWAY SUPERINTENDENT
 2.3. COUNTY COMMISSIONER
- 2.4. APPLICABLE CITY
- 2.4. APPLICABLE UTILITY COMPANIES
 2.5. APPLICABLE UTILITY COMPANIES
 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
- 3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC)
- 4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- 5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING
- 6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
- 8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
- 9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
- IO. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY

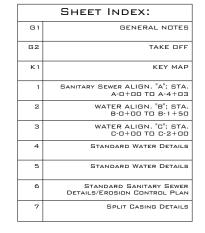
 OWNER IF PROPERTY ACCESS IS TO BE DENIED FOR ANY PERIOD OF TIME. THE

 CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
- 11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH
- HTTPS://WWW.DOT.STATE.TX.US/INSDTDOT/ORGCHART/CMD/CSERVE/STANDARD/TOC.HTM FOR SHEETS.



PROJECT SPECIFIC NOTES;

- 1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48
- 2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES
- 3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
- 4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S





APPROVED

07/10/2023 DATE APPROVED

OWNER

DATE APPROVED

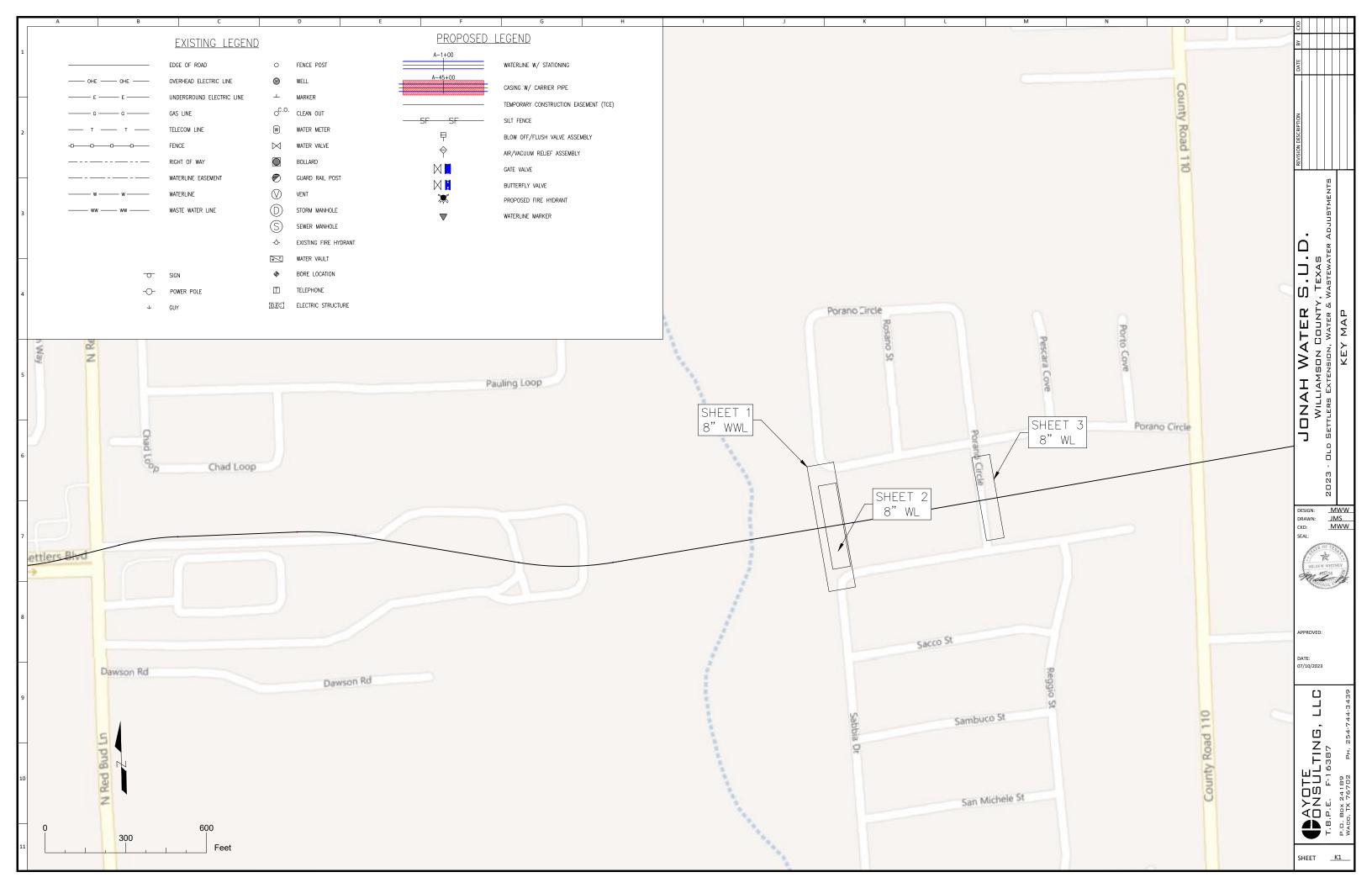
NAYOTE FONSULTING, LLC

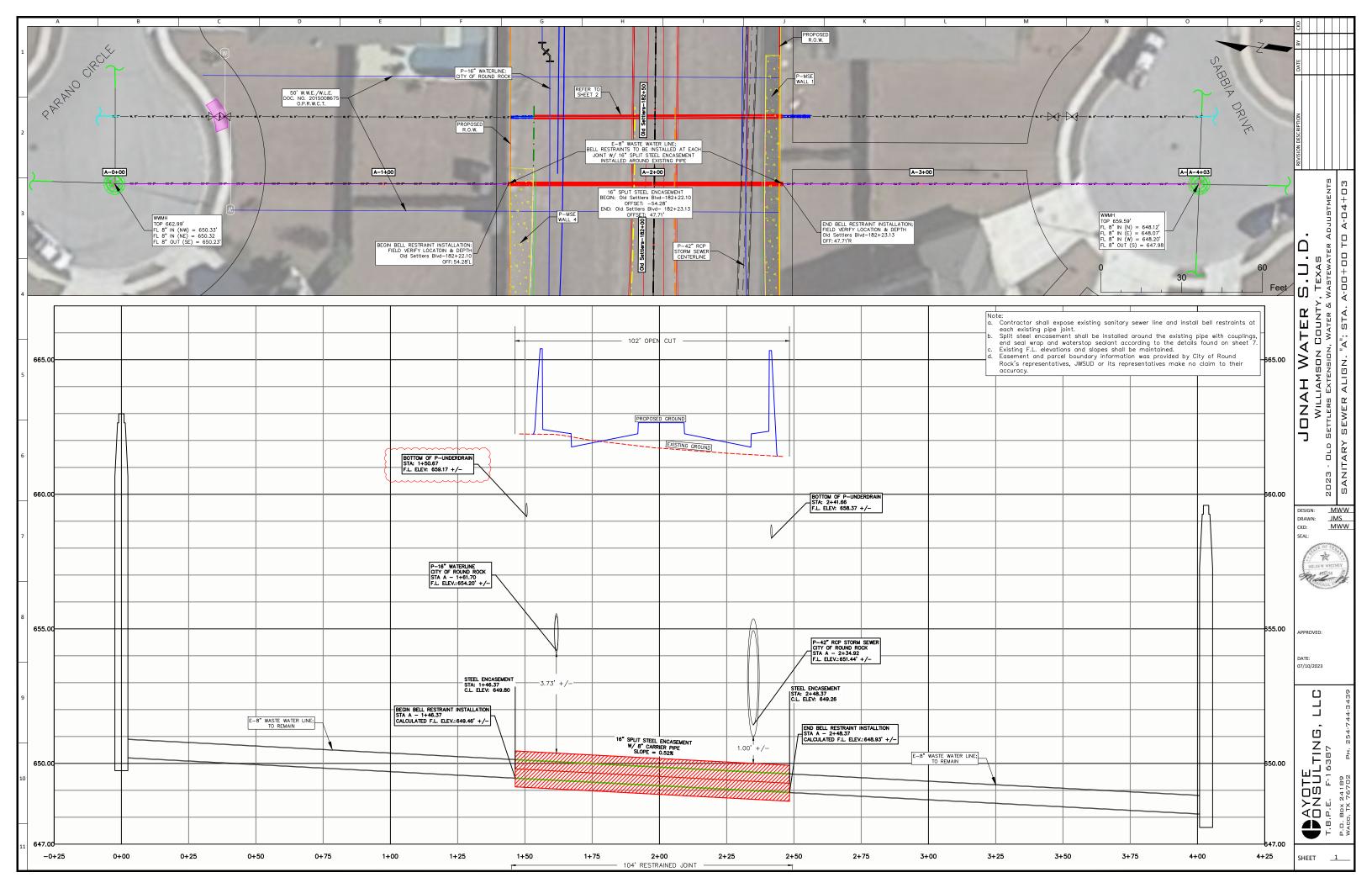
T.B.P.E. F-16387 P.O. Box 24189 WACO, TX 76702 PH. 254-744-3439 MILES@CAYOTECON.COM

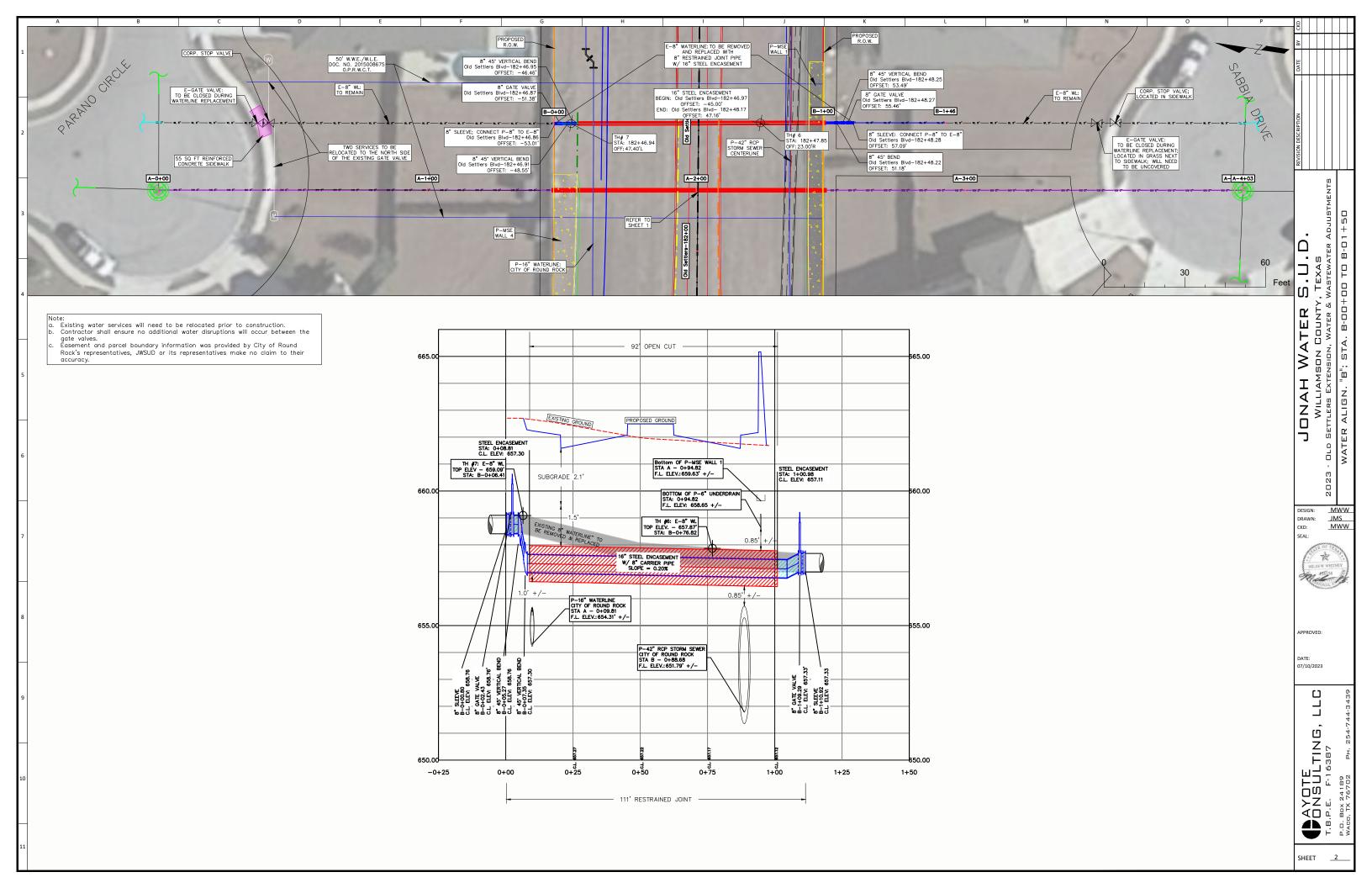
JONAH WATER S.U.D. 2023 - OLD SETTLERS EXTENSION, WATER & WASTEWATER ADJUSTMENTS

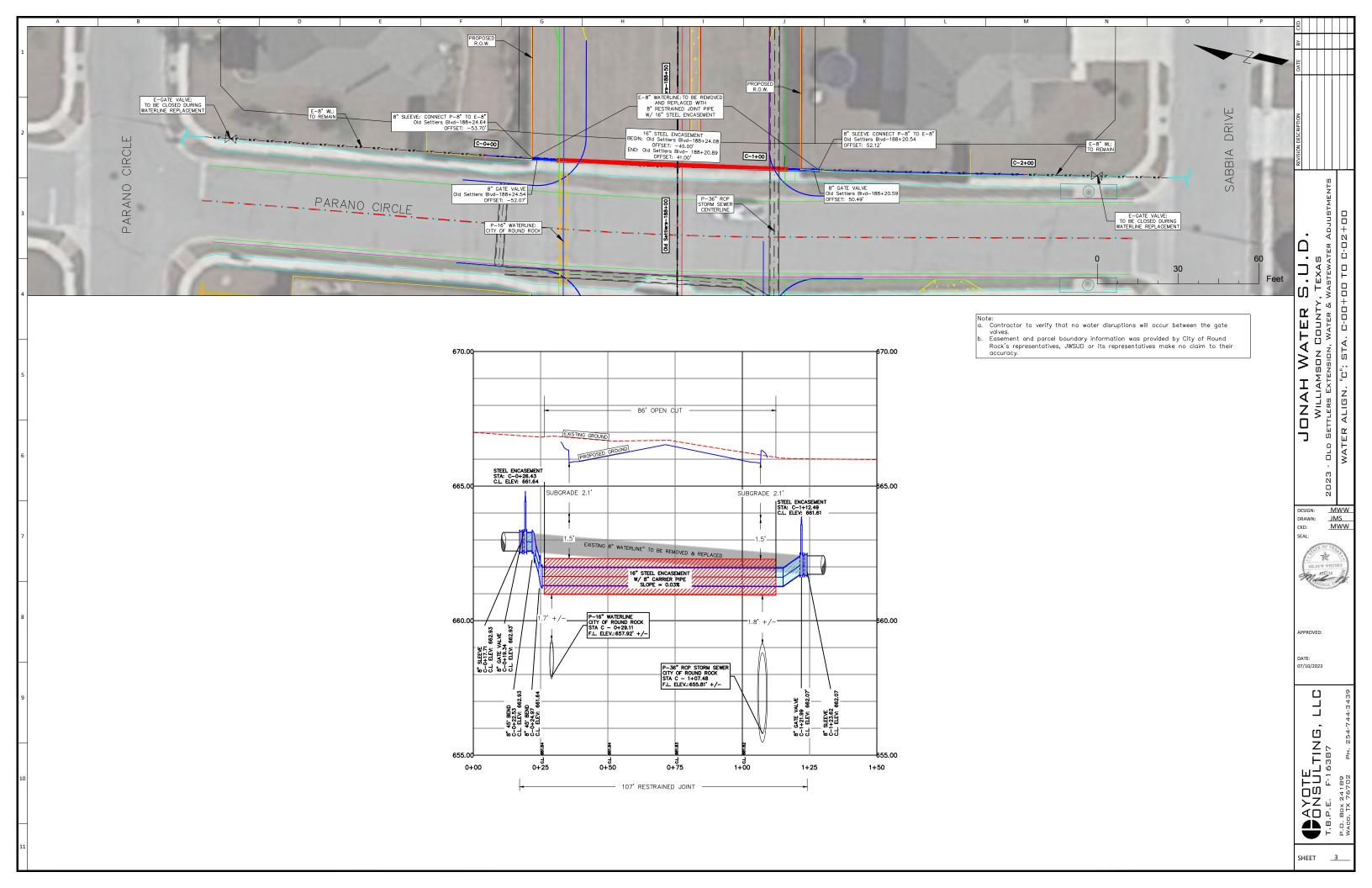
А	В С	D E	2	G Н	I I	J k	K	L	M	N	0	Р	CKD
tem No.	Item Description	A-00+00 to A-04+03	B-00+00 to B-01+50		Project Totals								TE BY
1	16" Split Steel Enc. Pipe w/ Couplings, End Seal Wrap, Waterstop Sealant and Casing Spacers; Bell Restraints added at Existing Pipe Joints, Open Cut; Installed	102			102								REVISION DESCRIPTION DA
	8" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed		19	21	40								
	16" Steel Enc. Pipe, Open Cut; w/ 8" Restrained Joint C900 DR 18 PVC Pipe; Installed		92	86	178								_
	Removal of Existing 8" Waterline		111	107	218								-
5	8" Gate Valve, Box, and Marker; Installed		2	2	4								l C
6	Connect New 8" to Existing 8"; Installed		2	2	4								\ \ E
7	Relocate Existing Water Service; Complete		2		2								×
8	Reinforced Concrete Sidewalk Removal and Replacement; Complete		55		55								LONAH WATER S.U.D
9	Trench Safety System Design and Implementation	102	111	107	320								-
10	Traffic Control Plan Development and Implementation				1								
11	SWPPP Design and Implementation				1								DESIG
12	Mobilization (Not to Exceed 10% of Total Project Bid)				1								CKD: SEAL
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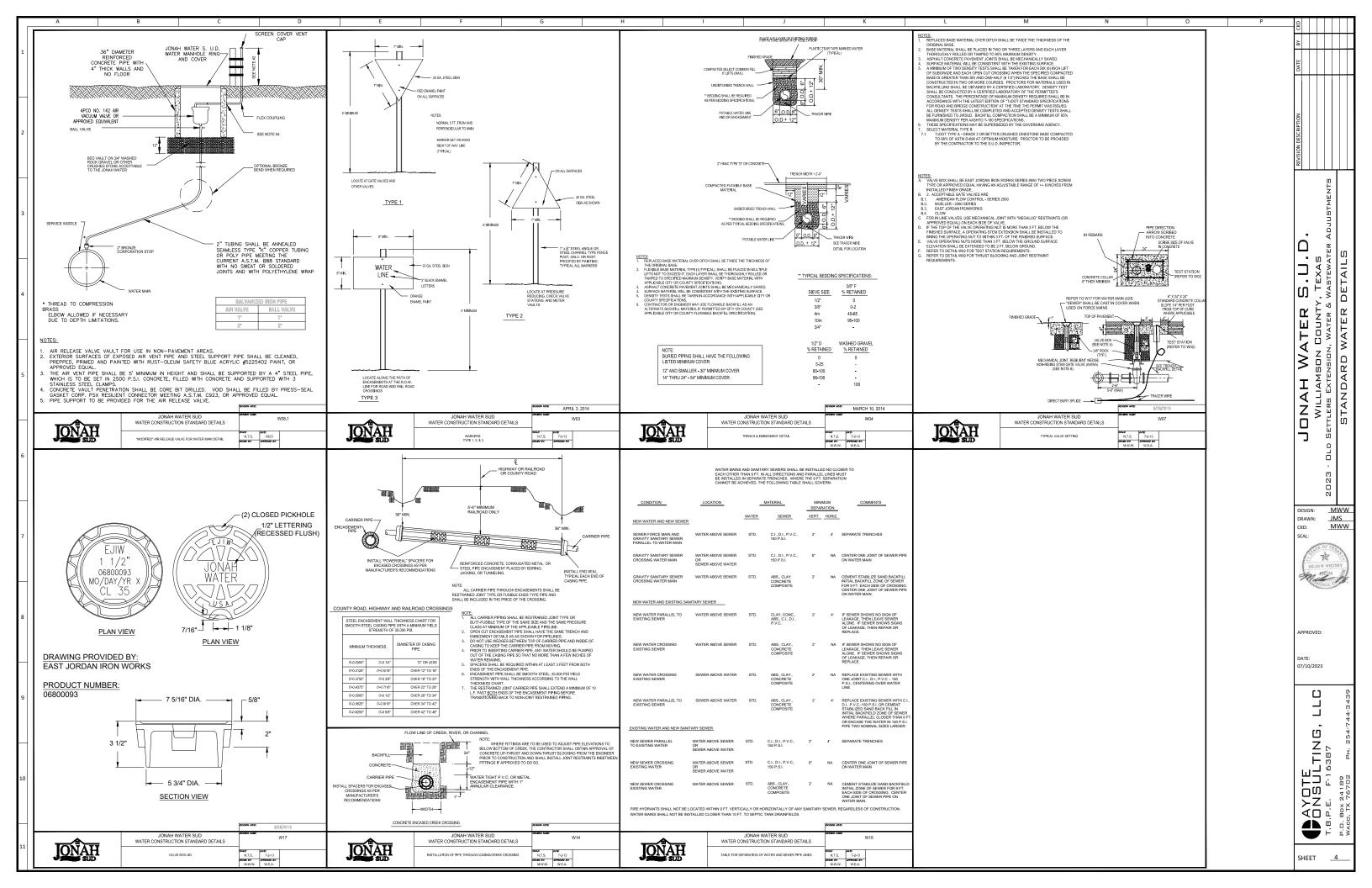
SHEET <u>G1</u>

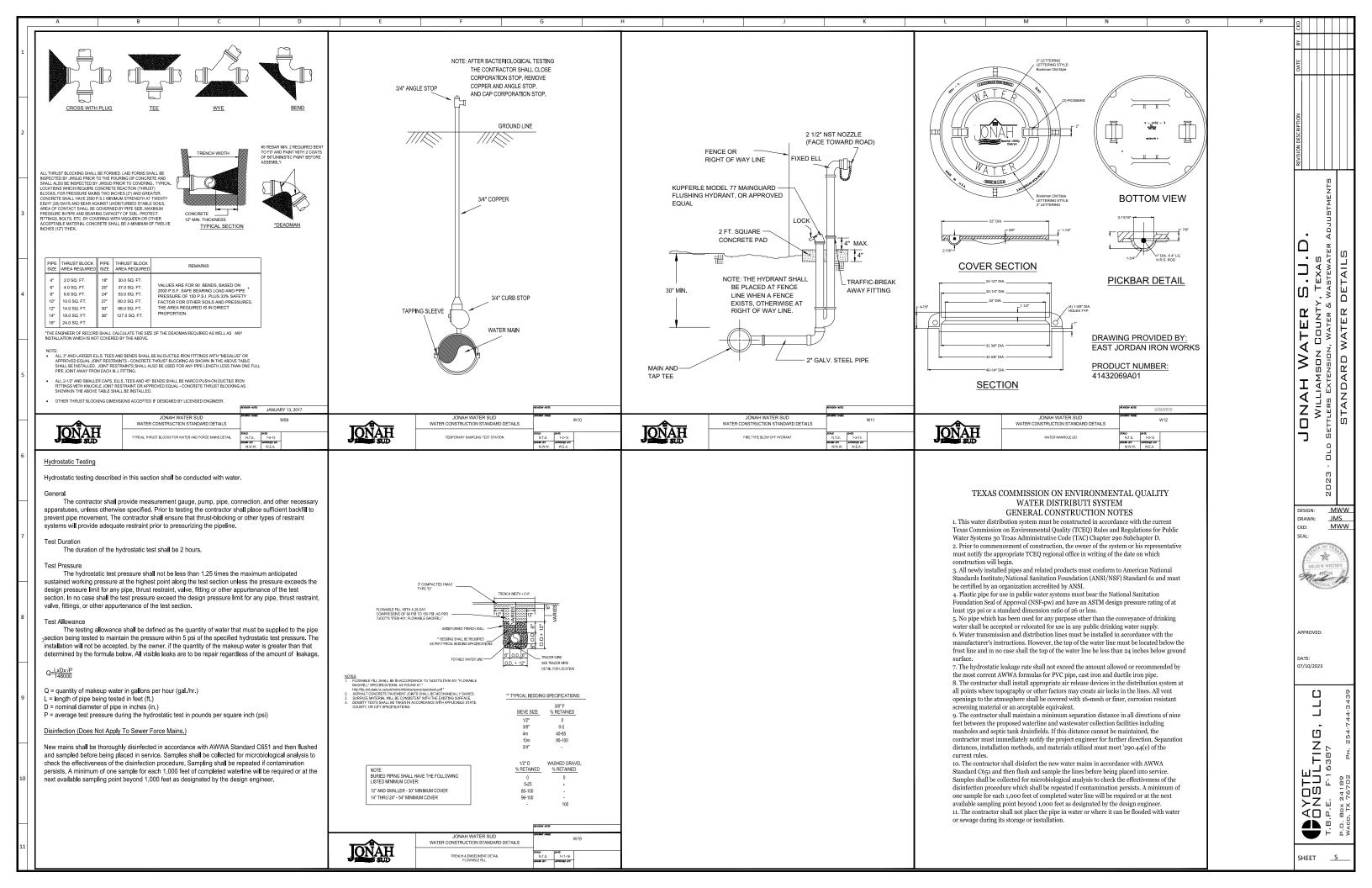


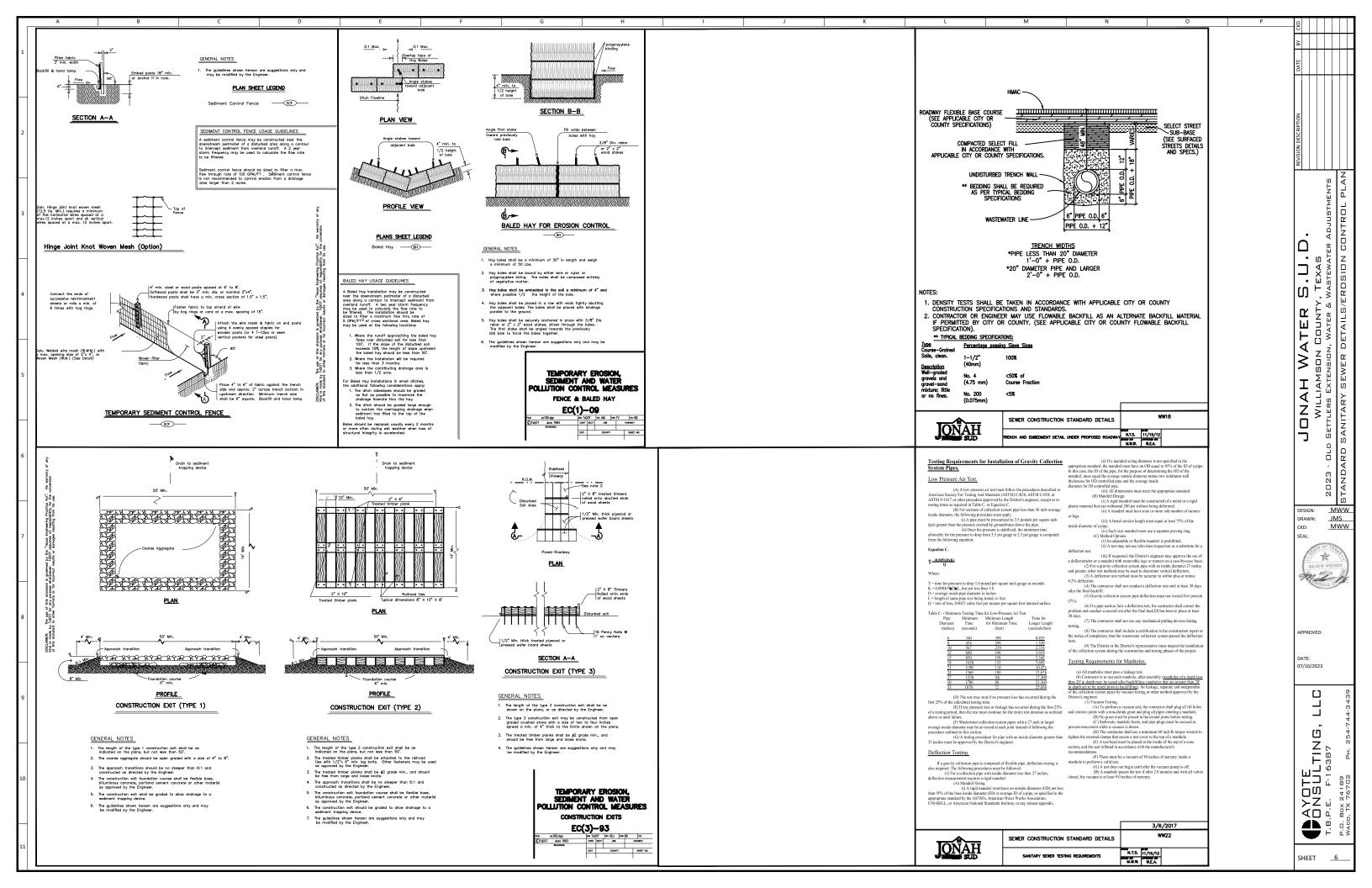












REV 032221



GASKETS

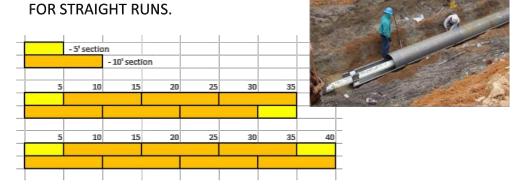
FLANGED MAINTENANCE PIPE (FMP) is an engineered split steel casing system that provides superior mechanical protection for existing underground and bridge-mounted utilities where live service must not be

Manufactured in the U.S.A. by Ironhed LLC, FMP is produced from ASTM A36 steel plate, rendering a split casing that assembles precisely and has no sharp edges or burrs; enabling a faster and safer installation than can typically be achieved using cut and welded pipe. Continuous side flanges assembled with staggered joints, provide a strong unitized duct - without the need for couplers (on straight runs). FMP is sized to sleeve over existing IPS pipe and conduit (FMP I.D. = IPS O.D.). FMP is bolted together with provided grade 5 zinc locking fasteners.

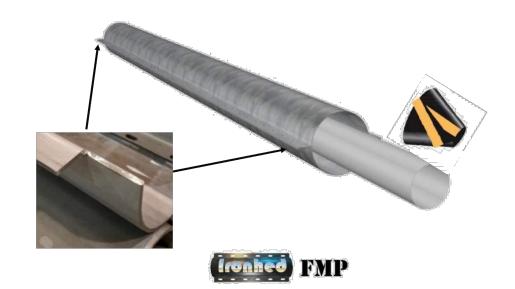
WHEN A NO-WELD BARRIER IS REQUIRED, Ironhed provides HYDROFLEX HF-302 WATERSTOP sealant in .5" X 1.125" wide strips to be field-applied. Side flanges sandwich over and pressure the gasket when bolted. Butt-seams are sealed by applying a layer of HF-302 over the butt seam with an External Half Coupler (EHC) installed over the gasket to pressure the material into the seam and protect it from damage or dislocation during backfill. (Gaskets act as a barrier and should not be relied upon to hold pressure).

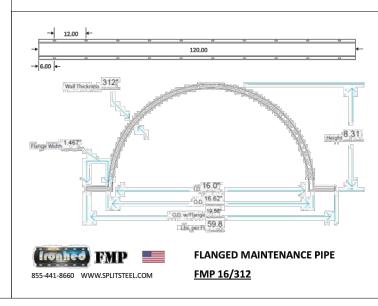


IRONHED FLANGED MAINTENANCE PIPE IS INSTALLED USING OVERLAPPED OR STAGGERED JOINTS. NO COUPLING IS REQUIRED



END SEAL WRAP INSTALLS AROUND THE OUTSIDE CIRCUMFERENCE OF THE CASING PIPE. THE FLANGES HAVE BEEN TRIMMED BACK 2" ON BOTH SIDES ON THE ENDS OF THE RUNS TO ALLOW FOR THE "GRAB" OF THE SEAL. LOOK FOR NOTCHES ON THE ENDS OF 4 OF THE PIECES (TWO 5 FT HALVES AND TWO 10 FT HALVES).





ທ <u>,</u> WATER **UNAH**

JMS MWW

MWW

 \Box

AYOTE ONSULTING, 3.P.E. F-16387

SHEET



OPINION OF PROBABLE CONSTRUCTION COST:

ITEM CODE.	ITEM DESCRIPTION	Qτy.	UNIT		PRICE/UNIT		ITEM TOTALS
1	16" SPLIT STEEL ENG. PIPE W/ COUPLINGS, END SEAL WRAP, WATERSTOP SEALANT AND CASING SPACERS; BELL RESTRAINTS ADDED AT EXISTING PIPE JOINTS, OPEN CUT;	102	L.F.	×	\$ 350.00	=	\$ 35,700.00
2	8" C-900, DR-18 PVC RESTRAINED JOINT PIPE AND FITTINGS; W/ TRACER WIRE; INSTALLED	40	L.F.	×	\$ 150.00	=	\$ 6,000.00
3	16" STEEL ENC. PIPE, OPEN CUT; W/ 8" RESTRAINED JOINT C900 DR 18 PVC PIPE; INSTALLED	178	L.F.	×	\$ 220.00	=	\$ 39,160.00
4	REMOVAL OF EXISTING 8" WATERLINE	218	L.F.	×	\$ 20.00	=	\$ 4,360.00
5	B" GATE VALVE, BOX, AND MARKER; INSTALLED	4	EA.	×	\$ 2,250.00	=	\$ 9,000.00
6	CONNECT NEW 8" TO EXISTING 8"; INSTALLED	4	EA.	×	\$ 2,750.00	=	\$ 11,000.00
7	RELOCATE EXISTING WATER SERVICE; COMPLETE	2	EA.	×	\$ 2,500.00	=	\$ 5,000.00
8	REINFORCED CONCRETE SIDEWALK REMOVAL AND REPLACEMENT; COMPLETE	55	S.F.	×	\$ 8.00	=	\$ 440.00
9	TRENCH SAFETY SYSTEM DESIGN AND IMPLEMENTATION	320	L.F.	×	\$ 2.00	=	\$ 640.00
10	TRAFFIC CONTROL PLAN DEVELOPMENT AND IMPLEMENTATION	1	L.S.	×	\$ 3,000.00	=	\$ 3,000.00
11	SWPPP DESIGN AND IMPLEMENTATION	1	L.S.	×	\$ 3,000.00	=	\$ 3,000.00
12	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL PROJECT BID)	1	L.S.	×	\$ 10,000.00	=	\$ 10,000.00

ENGINEER'S OPINION OF PROBABLE TOTAL CONSTRUCTION COST

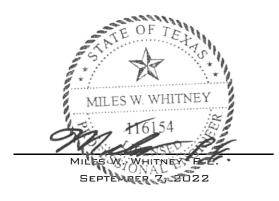
\$ 127,300.00

OTHER COST:

ENGINEERING FEES;		=	\$ 10,600.00
LEGAL		=	\$ 1,000.00
INSPECTION SERVICES		=	\$ 5,092.00
Contingencies	15%	=	\$ 19,095.00

TOTAL ESTIMATED OTHER COST = \$ 35,787.00

TOTAL ESTIMATED COST = \$ 163,087.00



OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS;

ENGINEER'S OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT ENGINEER'S BEST JUDGMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL, GENERALLY FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, SINCE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED BY OTHERS, OR OVER CONTRACTORS' METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COST AND OTHER COSTS WILL NOT VARY FROM OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS PREPARED BY ENGINEER. A MORE DETAILED

OPINION OF PROBABLE COST AND OTHER COSTS WILL BE PERFORMED ONE PLANS AND SPECIFICATIONS ARE COMPLETED.



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution approving the proposed Brushy Creek Regional Utility

Authority (BCRUA) Operating Budget for Fiscal Year 2023-2024.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost: \$8,412,213.00

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities & Environmental Services

Text of Legislative File 2023-217

The annual average FY24 BCRUA water production is projected to increase by 8.1%, from 12.3 million gallons per day (mgd) to 13.3 mgd. The proposed FY 2024 total Annual Operating Budget, including Capital Outlay and Reserve Adjustment, includes a 20% increase, from \$4,430,056 to \$5,332,239. The proposed FY 2024 Debt Service Budget will increase by \$3,215,779. Budget changes are summarized as follows:

Budget Category	FY 2023	FY2024	<u>Change</u>
Operations	\$4,239,163	\$5,047,224	\$808,061
Capital Outlay	\$ 83,000	\$ 83,000	\$ 0
Reserve Adjustment	\$ 107,893	\$ 202,015	\$ 94,122
Debt Service	\$20,707,108	\$23,922,887	\$3,215,779
TOTAL	\$25,137,167	\$29,255,126	\$4,117,962

Forty-five percent of the increase in Operations cost is due to the addition of three maintenance staff positions and staff merit increases. Forty percent of the increase is due to the increased cost of power, fuel, oil, and chemicals. Additionally, \$50,000 is being budgeted for the development of an Asset Management system for BCRUA's increasing capital assets. The majority of the debt increase primarily due to the City of Round Rock's 2023 SWIFT loan application.

The City of Round Rock's share of the FY2024 operations cost is \$1,557,406. Round Rock's total share of the FY2024 budget including operations and debt service is \$8,412,213.

City of Round Rock Page 1 of 2

The Operations Committee has reviewed this proposed budget and recommends approval. The BCRUA Annual Operating Budget for FY 2024 was approved by the BCRUA Board on June, 28, 2023.

Cost: \$8,412,213

Source of Funds: Regional Water Fund

City of Round Rock Page 2 of 2

RESOLUTION NO. R-2023-217

WHEREAS, the City of Round Rock, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), and

WHEREAS, the BCRUA has submitted a proposed annual operating budget for Fiscal Year 2024, and

WHEREAS, the City Council wishes to approve said proposed budget, Now Therefore

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

That the annual operating budget submitted by and for the Brushy Creek Regional Utility Authority, Inc. for Fiscal Year 2024, attached hereto as Exhibit "A", is hereby approved.

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 July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk		

EXHIBIT

"A"

BCRUA Budget	Proposed FY 2024	Cedar Park	Leander	Round Rock
FY24 Operating Budget	5,332,239	803,083	2,971,750	1,557,406
FY24 Debt Service Budget	23,922,887	6,305,565	10,762,515	6,854,807
Total Operating and Debt Service Budget	29,255,126	7,108,648	13,734,265	8,412,213



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a First Amendment to the

Interlocal Agreement with Brushy Creek Regional Utility Authority (BCRUA) regarding water treatment plant superintendent and operator services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities & Environmental Services

Text of Legislative File 2023-219

On March 22, 2023, the BCRUA executed an Interlocal Agreement (ILA) with the City of Round Rock to employ the Water Treatment Plant Superintendent and the Plant Operators for the BCRUA. The City approved this ILA on March 23, 2023. The ILA replaced a similar ILA between BCRUA and the City of Leander in which the Water Treatment Plant Superintendent and Plant Operators were under the Leander system, and was intended to use similar contract language.

However, the invoicing of charges was stated inaccurately in the new ILA and now this First Amendment to revise the ILA is necessary and requires approval by the BCRUA and the City of Round Rock. The BCRUA/Leander ILA had stated that charges would be calculated for each employee using the employee's hourly pay rate times a 1.5 multiplier. The invoicing language in the new BCRUA/Round Rock ILA stated that charges would be calculated using the employee's hourly pay rate times a 1.5 multiplier, plus benefits. The multiplier already takes into account the benefits. This First Amendment revises the language to better reflect the language from the previous BCRUA/Leander ILA.

The First Amendment to the ILA was approved by the BCRUA Board on June, 28, 2023 and now requires City of Round Rock approval.

Source of Funds: Regional Water Fund

City of Round Rock Page 1 of 2

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City of Round Rock Page 2 of 2

RESOLUTION NO. R-2023-219

WHEREAS, on the 16th day of April, 2023, the Brushy Creek Regional Utility Authority, Inc.

("BCRUA") and the City of Round Rock ("City") entered into that one certain Interlocal Agreement

regarding water treatment superintendent and operator services ("ILA"); and

WHEREAS, the City and the BCRUA now desire to amend the ILA, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a First

Amendment to the Interlocal Agreement Regarding Water Treatment Plant Superintendent and

Operator Services with the BCRUA, 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 July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas
ATTEST:	
MEAGAN SPINKS, City Clerk	<u> </u>

EXHIBIT
"A"

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING WATER TREATMENT PLANT SUPERINTENDENT AND OPERATOR SERVICES

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING WATER TREATMENT PLANT SUPERINTENDENT AND OPERATOR SERVICES (the "First Amendment") is dated and entered into as of the _____ day of _____, 2023 by and between the Brushy Creek Regional Utility Authority, Inc. ("BCRUA") and the City of Round Rock, Texas ("City"). The BCRUA and the City are referred to herein as the "Parties."

RECITALS

WHEREAS, on the 16th day of April, 2023, the BCRUA and the City entered into that one certain Interlocal Agreement Regarding Water Treatment Superintendent and Operator Services (the "ILA"); and

WHEREAS, the Parties now wish to amend the ILA;

NOW THEREFORE, the Parties wish to amend the ILA as stated herein, and the parties agree as follows:

I. DEFINITIONS

1.01. All terms used herein shall have the meanings assigned to them in the ILA unless the context clearly requires otherwise.

II. AMENDMENTS

- **2.01.** Sec. 404. Administration and Invoicing is hereby amended to read as follows:
- **4.04.** Administration and Invoicing. Round Rock shall administer the compensation and benefits paid to the Plant Superintendent and the Plant Operators. Each calendar quarter, Round Rock shall submit an Invoice to the BCRUA for the costs and expenses paid or incurred by Round Rock during the prior calendar quarter or part thereof. The Invoice shall include the costs and expenses for the compensation and benefits, and all other associated costs, incurred by Round Rock, for or with respect to the Plant Superintendent and the Plant Operators. Charges for such service will be calculated for each employee using the employee's hourly rate times a 1.5 multiplier, which is intended to account for benefits and overhead.

III. MISCELLANEOUS

3.01 To the extent necessary to affect the terms and provisions of this First Amendment, the ILA is hereby amended and modified. In all other respects, the aforesaid ILA is hereby ratified and confirmed.

.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.				
IN WHTNESS WHEREOF, the Parties hereto acting bodies have caused this First Amendment to be duly written.				
Executed to be effective the day of, 202	3.			
	CITY OF ROUND ROCK, TEXAS			
	By:Craig Morgan, Mayor			
	Date:			
	BRUSHY CREEK REGIONAL UTILITY AUTHORITY			
	By: Anne Duffy, President Date:			



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Aqua-Aerobics Systems, Inc for the purchase of filter equipment for the Brushy

Creek Wastewater Treatment System Tertiary Filter Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Michael Thane, Utility and Environmental Services Director

Cost: \$1,679,620.00

Indexes: Regional Wastewater Projects; ARPA

Attachments: Resolution, Exhibit A, Proposal, Map, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2023-218

The Brushy Creek Regional Wastewater Treatment System (BCRWWS) is nearing completion of expanding the capacity of the East Regional Wastewater Treatment Plant to 30 million gallons per day (MGD). As a result of the increased size of the plant, TCEQ has placed more stringent limitations on effluent quality both for now and in the future. In order to ensure these treatment standards are met, the partner cities have decided to construct tertiary effluent filters which will add 48 MGD of capacity to the 6 MGD of existing filter capacity. In total, the plan will have 54 MGD of filter capacity at the completion of this project.

This request is for the approval of \$1,679,620 to issue a purchase order, and pre-purchase the filter equipment from Aqua-Aerobics Systems, Inc., the filter equipment manufacturer. There are long lead times when ordering this equipment. The design of the project is currently underway so by pre-ordering the equipment, it will be onsite prior to the time the contractor needs to install it. This will greatly speed up completion of the project.

The Finance Department has authorized the purchase of this equipment since Aqua-Aerobics Systems Inc. meets the requirements as a sole-source equipment supplier for this equipment. The City of Round Rock will be 60.76% participant in the cost of this project which brings the City's share of the cost of this equipment to \$1,020,537.11. The remaining portion of the cost will be shared between Austin, Cedar Park, and Leander.

City of Round Rock Page 1 of 2

Cost: \$1,679,620

Source of Funds: Regional Wastewater Projects; ARPA

City of Round Rock Page 2 of 2

RESOLUTION NO. R-2023-218

WHEREAS, the City of Round Rock ("City") desires to purchase filter equipment for the Brushy Creek Regional Wastewater Treatment System Tertiary Filter Project; and

WHEREAS, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Aqua-Aerobic Systems, Inc. is the sole source provider of the goods and services being purchased, as shown in Exhibit "A," and incorporated herein for all purposes; and

WHEREAS, the City wishes to issue a purchase order to Aqua-Aerobic Systems, Inc. for the purchase of filter equipment, 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 Aqua-Aerobic Systems, Inc. for the purchase of filter equipment for the Brushy Creek Regional Wastewater Treatment System Tertiary Filter Project.

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

RESOLVED this 27th day of July, 2023.

	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:	City of Round Rock, Texas	
MEAGAN SPINKS, City Clerk		



property.

City of Round Rock Purchasing Justification Form

EXHIBIT "A"

Date:	7/12/23	Department Name:	Utilities and Environmental Services
То:	Purchasing	Requestor Name:	David Freireich
		Phone Number:	512-671-2756

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

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

Division as follows: 1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase. Please check the criteria listed below that applies to this purchase request: ■ Sole Source (check one) ■ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies. ☐ Films, manuscripts, or books. ☐ Gas, water, and other utilities. ■ Captive replacement parts or components for equipment. \square Books, papers, and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials. ☐ Goods Purchased for Subsequent Retail Sale A procurement of goods being purchased for subsequent resale by the City. ☐ Public Calamity A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality. ☐ Public Health and Safety A procurement necessary to preserve or protect the public health or safety of the municipality's residents. ☐ Unforeseen Damage A procurement necessary because of unforeseen damage to public machinery, equipment, or other

☐ Personal, Professional or Planning Services							
	 A procurement of personal, professional, or planning services 						
	<u>Ot</u>	<u>her</u>					
	0	• •	exas Local Government Code Chapter 252 exemption	n in the justification box			
		below.					
2.	<u>Justification</u> : Describe in detail below <u>why</u> an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)						
	The Aqua-Aerobic Systems, Inc. (AASI) AquaDisk® Cloth Media Filter is of Aqua-Aerobic proprietary design, fabricated to AASI specifications. Aqua-Aerobic is the exclusive original equipment manufacturer of the AquaDisk® Cloth Media Filter(s) at the Brushy Creek Regional WWTP located in Round Rock, TX. As such, all equipment and components are manufactured to AASI specifications, the exclusive vendor supplier for this equipment; this includes all						
		ypes of replacement					
3.	Att	ach and submit the fol	lowing documentation that supports this justification a	s applicable.			
	•	Vendor's proposal/qu	ote.				
	 If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead. 						
4.	Be	cause the above facts	and supporting documentation the City of Round Roc	ck exempts this			
			Chapter 252 and intends to contract with:				
		Vendor Name:	Aqua-Aerobic Systems, Inc.				
		Description:	Aqua MegaDisk Cloth Media	a Filters			
5 .	Ch	eck the purchase type	and fill in the dollar amount and purchase term as ap	pplicable:			
	■ This is a one-time purchase request for \$ 1,679,620						
	☐ This is a term contract request for (# months) in the amount of \$						
— This is a term contract request for (# months) in the amount of \$							
Purchasing Office/		asing Office/	ay 1	07/13/2023			
Management Review:		gement iteview.	Purchaser/Purchasing Management (over \$50,000)	Date			
•							
Approved by:		oved by:	David Freireich (Jul 13, 2023 10:17 CDT)	07/13/2023			
· · · · · · -			Department Manager, Asst Director, or Director	Date			
			-				

Justification Form - Aqua-Aerobic

Final Audit Report 2023-07-13

Created: 2023-07-13 (Central Daylight Time)

By: Allen Reich (areich@roundrocktexas.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAESFfv5CvDsFnVP8yrWzUtBu9jVQsQwWN

"Justification Form - Aqua-Aerobic" History

Document created by Allen Reich (areich@roundrocktexas.gov) 2023-07-13 - 8:08:20 AM CDT

- Document emailed to Adam Gagnon (agagnon@roundrocktexas.gov) for signature 2023-07-13 8:15:16 AM CDT
- Email viewed by Adam Gagnon (agagnon@roundrocktexas.gov)
- Document e-signed by Adam Gagnon (agagnon@roundrocktexas.gov)
 Signature Date: 2023-07-13 8:23:01 AM CDT Time Source: server
- Document emailed to David Freireich (dfreireich@roundrocktexas.gov) for signature 2023-07-13 8:23:02 AM CDT
- Email viewed by David Freireich (dfreireich@roundrocktexas.gov) 2023-07-13 8:23:30 AM CDT
- Document e-signed by David Freireich (dfreireich@roundrocktexas.gov)
 Signature Date: 2023-07-13 10:17:13 AM CDT Time Source: server
- Agreement completed. 2023-07-13 - 10:17:13 AM CDT





July 11, 2023

Correspondence ID#: AAL-46579

Round Rock (city of)

Attn: David Freireich, Pri Mgr

3400 Sunrise Road

Round Rock, Texas 78665

Ph# 512-671-2756

Project: BRUSHY CREEK REGIONAL WWTP

RE: Filter Equipment Pre-Purchase Project # 0982-011-01

AASI Project ID # 108701E Proposal/Design # 171557

Enclosed please find our proposal package for the Aqua MegaDisk® Cloth Media Filter equipment, freight, and supervision services for the above referenced project.

Aqua-Aerobic Systems, Inc. is offering the proposed equipment based upon the referenced specification sections, unless stated in our Exceptions and Clarifications document, subject to approval by the Owner or the Consulting Engineer. Please take a moment to review our proposal notes for items not included in Aqua-Aerobic Systems' scope of supply which are to be provided by the Buyer or Buyer's Installation Contractor.

We appreciate the opportunity to submit our proposal for this project and look forward to discussing it with you in detail. Please feel free to contact me (phone: 815-639-4563; email: adavila@aqua-aerobic.com), or our sales representative firm (listed below) if you have any questions regarding our proposal.

Sincerely,

Angelica Davila

Application Engineer Supervisor

lugelian Davila

CC: Hartwell Environmental Corp. / ph#: 512/347-7676 / fx#: 512/347-7730 Gerald Pompa / gpompa@hartwellenv.com

Page 2 of 2 July 11, 2023

Aqua-Aerobic Systems, Inc. Scott Kelly / SKelly@aqua-aerobic.com



Proposal#: 171557R1

TO: Round Rock (city of)

PROJECT: BRUSHY CREEK REGIONAL WWTP

3400 Sunrise Road

Round Rock Texas 78665

USA

ATN: David Freireich, Prj Mgr

PROPOSAL DATE: July 11, 2023

C: Hartwell Environmental Corp. / ph#: 512/347-7676 / fx#: 512/347-7730 Gerald Pompa

Aqua-Aerobic Systems, Inc.

Scott Kelly / SKelly@aqua-aerobic.com

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 60 days of the bid date, prices and terms on equipment listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, civil work, and installation by the Buyer.
- Reference: Specification Section 46 61 41 PS Cloth Media Disk Filter

Cloth Media Filters

AguaDisk Tanks/Basins

2 AquaDisk Model # ADFSC-108x24E-PC Concrete Filter Basin Accessories consisting of:

- Concrete basins (by others).
- Overall footprint will be dependent on influent, effluent, and overflow chamber configurations.
- Backwash support weldment(s).
- Dual wheel support weldment(s).
- Rider wheel wall weldment(s).
- 316 stainless steel effluent seal plate weldment(s).
- Floor plate weldment(s).
- Stainless steel anchors.

2 Effluent Weir Installation(s) consisting of:

- 30 ft long effluent finger weir(s).
- Stainless steel anchors.

AquaDisk Centertube Assemblies

2 Centertube(s) consisting of:

- 316 stainless steel centertube weldment(s).
- Multi segment driven sprocket(s).
- Dual wheel assembly(ies).
- Rider wheel bracket assembly(ies).
- Centertube bearing kit(s).
- Centertube support weldment(s).
- Centertube wall support weldment(s).
- Viton V-ring effluent port\centertube seal(s).
- Pile cloth media and non-corrosive support frame assemblies.
- Media sealing gaskets.

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Page 2 of 8

- Disk segment 316 stainless steel support rods.

2 Cloth set(s) will have the following feature:

- Cloth will be chlorine resistant.

AquaDisk Drive Assemblies

2 Drive System(s) consisting of:

- Gearbox(es) with three phase 5 HP drive motor(s).
- Drive sprocket assembly(ies).
- 15-5 PH stainless steel drive chain(s) with 17-7 PH stainless steel link pins.
- Stationary drive bracket weldment(s).
- Adjustable drive bracket weldment(s).
- Chain guard weldment(s).
- Warning label(s).

AquaDisk Backwash/Sludge Assemblies

2 Backwash System(s) consisting of:

- 316 stainless steel backwash shoe weldments.
- UHMW polyethylene backwash shoe nozzle plates.
- 316 stainless steel backwash shoe support weldment(s).
- 3" flexible hose.
- 316 stainless steel backwash collection manifold(s).
- Stainless steel solids wasting manifold assembly(ies).
- 316 stainless steel solids manifold support(s).

2 Backwash/Solids Waste Pump(s) consisting of:

- Gorman Rupp model T6A60S-B/F, 20 HP, premium efficient, 3 phase externally mounted centrifugal pump(s).
- 0 to 30 psi pressure gauge(s).

AquaDisk Instrumentation

2 Pressure Transducer Assembly(ies) each consisting of:

- 316 stainless steel mounting bracket weldment(s).
- 316 stainless steel transducer pipe weldment(s).
- Pressure transducer(s).
- Stainless steel anchors.
- Nylon electrical cable tie wrap(s).

2 Vacuum Gauge with Transmitter(s) consisting of:

- 0 to 30 inches mercury vacuum gauge(s).
- Vacuum transmitter(s).
- 1/4" Threaded bronze ball valve.

2 Float Switch(es) consisting of:

- 316 stainless steel float switch mounting bracket(s).
- Float switch(es).
- Stainless steel anchor(s).

2 Turbidity Meter Assembly(ies) consisting of:

- NEMA 4X 304 stainless steel enclosure(s).
- Control panel enclosure will be painted white.
- Turbidity sensor(s).
- Hach SC4500 controller and display module(s).
- Calibration start-up kit(s).
- Sensor feed pump(s)

6306 N. Alpine Rd. Loves Park, IL 61111-7655 p 815.654.2501 f 815.654.2508 www.aqua-aerobic.com

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AquaDisk Valves

2 Set(s) of Backwash Valves consisting of:

- 6" stainless steel body ball valve(s), cast iron PFA fused ball, flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be manufactured by American 4001/RCI (RCI, a division of Rotork).

2 Solids Waste Valve(s) consisting of:

- 6" stainless steel body ball valve(s), cast iron PFA fused ball, flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be manufactured by American 4001/RCI (RCI, a division of Rotork).

AquaDisk Misc/Spare Parts

1 Lot of Recommended Spare Parts consisting of:

- (16) Pile cloth media and non-corrosive support frame assemblies.
- (1) Backwash/solids valve assembly.
- (1) Backwash pump assembly.
- (2) DC Power supplyies.
- (7) Analog surge arrestors.
- (2) Power surge arresters.
- At least 10 of each fuse(s) and control relay(s).

AquaDisk Controls w/Starters

2 Control Panel(s) consisting of:

- NEMA 4X 304 stainless steel enclosure.
- Control panel enclosure will be painted white.
- Panel heater.
- Air conditioner(s).
- Alarm strobe light(s).
- Alarm horn and silence button.
- Elapse time meter(s).
- Local indicator(s).
- Surge arrester(s).
- Internal control panel light(s).
- Uninterrupted power supply.
- Circuit breaker with handle.
- Disconnect will be flange mount.
- Transformer(s) with fuses.
- 4 inch NEMA 4X fan(s).
- GFI receptacle(s).
- Fuses and fuse blocks.
- Single phase circuit breaker(s).
- Line filter(s).
- GFI convenience outlet(s).
- Control relay(s).
- Selector switch(es).
- Indicating pilot light(s).
- Compactlogix Processor.
- Power supply(s).
- Input card(s)
- Output card(s).
- Analog input card(s).
- Analog output card(s).
- PanelView Plus 7 15" color touch screen display(s).
- Operator interface sun shield(s).
- Ethernet switch(es).
- 20 HP VFD(s).
- 5 HP VFD(s).

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- Power supply(ies).
- Terminal blocks.
- UL label(s).

AquaDisk Engineering

- 1 Set(s) Documentation for the AquaDisk will be provided as described:
- Engineer's Approval Data (English language) in electronic format.
- 1 Set(s) Documentation for the AquaDisk will be provided as described:
- Operation & Maintenance Manuals (English language) in electronic format.

AquaDisk Supervision/Freight Domestic

- 1 Supervision Services and Freight Package(s) for the AquaDisk will be provided as follows:
- 11 Day(s) On Site for onsite services
- 5 Trip(s) for onsite services
- FREIGHT TO JOBSITE

The Following General Notes apply to Aqua-Aerobic Systems' Proposal:

- SCHEDULE: We expect submittals to be completed and in transit to you within 8-10* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect receipt of approved engineer's submittal with release for manufacture within 4-8 weeks of our transmittal of submittal data. We expect shipment of equipment (transit time excluded) to be approximately 16-22* weeks from our receipt of approved engineer's submittal data and release for manufacture. Schedules may be adjusted at time of order placement, depending upon existing order backlog. *Weeks quoted are actual working weeks.
- We expect shipment of control panels (transit time excluded) to be approximately 30-36 weeks* from our receipt of approved engineer's submittal data and release for manufacture. The extended delivery on control panels is based on unprecedented supply chain delays associated with the COVID-19 pandemic. Schedules will be updated as new information becomes available.
- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.
- Aqua-Aerobic Systems will be closed for the Christmas Holidays beginning approximately December 24, through approximately January 2nd.
- PRICE ESCALATION INDEX: Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance if; 1) a purchase order is received after the validity date stated in this proposal or, 2) the lead times stated in this proposal are exceeded. Any pricing adjustments required shall be based on a published materials cost index specific to the materials proposed.
- TARIFF PRICE ESCALATION NOTE: The proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel and aluminum. Because of this, Aqua-Aerobic reserves the right to re-evaluate the pricing quoted prior to order acceptance if; 1) a purchase order is received past the validity date stated in the proposal or, 2) the total of the quoted lead times stated in this proposal are exceeded. Any pricing adjustments required due to tariff impacts will be based on published material cost indices specific to the affected materials.
- CONTROLS NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT: If applicable, Aqua-Aerobic Systems will provide information relating to software documentation to control the treatment system supplied using Aqua-Aerobic Systems' proprietary and/or trade secret information subject to execution of an Aqua-Aerobic "Controls Non-Disclosure / Confidentiality Agreement".
- INTEGRAL DOCUMENTS: The following documents are an integral part of Agua-Aerobic Systems' proposal:
- 1. Aqua-Aerobics' Exceptions/Clarifications document dated 6/28/2023
- Additional supervision services can be provided for an additional charge of \$1750/day plus travel and living expenses.

The Following Mechanical and/or Electrical Notes apply to Aqua-Aerobic Systems' Proposal:

- Valve and line sizes are to be verified by the engineer based on actual line losses.
- Pumps and valves ship loose, unless otherwise specified.
- Filter flow hydraulics and plant's capability to handle the intermittent backwash flow is to be confirmed by the purchaser/purchaser's consulting engineer.
- Some components of the filter are not available in 316 stainless steel. The materials for these components will be provided as described within the equipment listing of this proposal.
- Three phase motors will be 460 volt.

PROPOSAL DATE: July 11, 2023 Proposal#: 171557R1



- Single phase motors will be 115 volt.

The Following Scope Exclusion Notes apply to Aqua-Aerobic Systems' Proposal:

- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.
- Freeze protection may be required for outdoor installation in cold weather climates. All such protection, including but not limited to, heat tracing and insulation of pumps and piping, as well as protection against internal tank freezing, shall be provided and installed by the installing contractor.

 SCOPE BY PURCHASER/CONTRACTOR:
- *Note this is not intended as a complete listing and is provided as a courtesy.
- Unloading and storage.
- Provisions for equipment access.
- Concrete, handrail and all civil works.
- All piping, spool pieces, supports, gaskets and hardware beyond Aqua-Aerobic's equipment terminations.
- Interconnecting piping, wiring and installation.
- All flanges and/or unions in the piping to service the equipment.
- Unless specifically stated above, weir(s) for each filter.
- Electrical conduit, hardware, supports, attachment of cables, wiring, j-boxes and local disconnects (if any) between motors, electrical valves, instruments and the control panel.
- Installation/field wiring of the control panel(s) that ship loose.
- Electrical wiring and supply power.

The Following Commercial Notes apply to Aqua-Aerobic Systems' Proposal:

- WARRANTY AMENDMENT: Aqua-Aerobic Systems, Inc. warrants the goods provided by Aqua-Aerobic Systems, Inc. in accordance with the "Warranty; Limitation Of Liability; And Disclaimer" as amended herein:
- 1. Warranty period shall be 2 years from substantial completion or beneficial use, whichever occurs first.
- A company backed process performance guarantee in accordance with the terms stated on Aqua-Aerobic Systems' process guarantee will be provided.
- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.
- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.
- PAYMENT TERMS: Subject to credit approval and guarantee of payment, 95% payable Net 45 days from date of each shipment, balance of 5% payable Net 45 days Final Completion not to exceed 90 days from date of shipment.
- -SCOPE OF SUPPLY NOTE: Aqua-Aerobic Systems' scope of supply (and pricing) is as described in this proposal including the listed Integral Documents, terms and conditions of sale, and is based upon the Filet Equipment Pre-Purchase package dated June 2023 unless otherwise stated on Aqua's Exceptions/Clarifications document. Please refer to the proposal notes for equipment terminations and items not included in the proposal which are to be provided by the Buyer. Engineer's submittal data will be prepared using these proposed goods and services, and the submittal approved by the Consulting Engineer will become an integral part of the scope of supply under the contract resulting from this offer. Any additions or deletions to the scope of supply will be presented as change orders.
- TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited

PROPOSAL DATE: July 11, 2023 Proposal#: 171557



Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, Fold-a-Float® Directional Mixer, SAF-T Float® Safe Accessible Float Technology, Aqua MixAir® Aeration System, AquaCAM-D® Combination Aerator/Mixer/Decanter, AguaSBR® Sequencing Batch Reactor, Agua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua BioMax® Dual Treatment System, AquaEnsure® Ballast Decanter, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disk Diffuser, Aqua CB-24® Coarse-bubble Diffuser, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth MEdia Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber®CLoth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-13® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, Trust the Tag® OptiFiber® Service Mark, AquaABF® Automatic Backwash Filter, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua MultiBore® Membranes, Aqua Multibore® C-Series Ceramic Membranes, Aqua Multibore® P-Series Polymeric Membranes, Aqua ElectrOzone® Ozone Generation System, Aqua ElectrOzone® M-Series Modular Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRS™ PFAS Removal System, Aqua-Rerobic®, and the Aqua-Aerobic Corporate logo artwork are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda®, AquaNereda® Aerobic Granular Sludge Technology, and the AquaNereda Product logo artwork are a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$1,679,620 PROPOSAL DATE: July 11, 2023 Proposal#: 171557



Page 7 of 8

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company) Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

> Copyright 2023, Aqua-Aerobic Systems, Inc. **Printed: July 11, 2023**

PROPOSAL DATE: July 11, 2023 Proposal#: 171557R1



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company) Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:	Offer Respectfully Submitted,
Company:	ayelicarDavila
By: Date:	Aqua-Aerobic Systems, Inc.
	Aqua-Aerobic Systems, Inc.

Printed: July 11, 2023

Aqua-Aerobic Systems, Inc.

Exceptions / Clarifications Document: 6/28/23

Project: BRUSHY CREEK REGIONAL WWTP



1) Reference: General

General

Aqua's Exception/Clarification

Please note that only the provided specification sections and drawings have been considered while preparing our proposal. Referenced divisions and sections and/or drawings that have not been provided to us have not been reviewed.

2) Reference: Drawing G-011 and Section 46 61 41

Filter basin water level

Aqua's Exception/Clarification

Aqua MegaDisk backwash initiate level will be 13.17' above the floor.

3) Reference: Drawing PID-002

Pressure indicator

Aqua's Exception/Clarification

Please note pressure indication will be provided on suction side of the abckwash pump in lieu of discharge as shown.

4) Reference: Section 46 61 41

1.2.A.1 "EQUIPMENT SUPPLIER submitting a proposal shall furnish, as a part of his proposal, the Submittal Data requirements"

Aqua's Exception/Clarification

Submittal data will be provided at submittal time.

5) Reference: Section 46 61 41

1.4.A.8. "Each filter unit shall have a constant speed backwash pump..."

Aqua's Exception/Clarification

The included backwash pumps will operate at variable speed.

6) Reference: Section 46 61 41

1.4.A.9. "...Backwash cycles between the two filter units will be staggered."

Aqua's Exception/Clarification

Backwashes will be staggered whenever possible, although as flows/loads approach design conditions, backwashes of filters may overlap.

7) Reference: Section 46 61 41

Aqua-Aerobic Systems, Inc.

Exceptions / Clarifications Document: 6/28/23

Project: BRUSHY CREEK REGIONAL WWTP

1.4.B.2. "Peak flow conditions must be met with one complete disk out of service."

Aqua's Exception/Clarification

This is not representative of the Aqua MegaDisk design.

8) Reference: Section 46 61 41

2.3.D.3. "...and rated for 130 gpm..."

Aqua's Exception/Clarification

The backwash pump will operate at 782 gpm at 58.3' TDH with 34.3' of available discharge head after accounting for suction losses.

9) Reference: Section 46 61 41

2.3.E.3. "Two drop pipes..."

Aqua's Exception/Clarification

There is only 1 connection to solids waste manifold.

10) Reference: Section 46 61 41

2.3.F.1.

"b. Drive sprocket: UV resistant cast Nylon

c. Drive chain with pins and chain guard: UHMW

d. Snap idler"

Aqua's Exception/Clarification

Drive sprocket is 316 stainless steel and drive chain is 15-5 PH stainless steel. No snap idler is required and so that item will not be provided.



Brushy Creek Regional Wastewater Treatment System (BCRWWS) Tertiary Filter Project



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 of business.	Certificate Number: 2023-1045698		
	Aqua-Aerobic Systems, Inc		Data Filadi	
2	Loves Park, IL United States Name of governmental entity or state agency that is a party to the com-	ntract for which the form is	Date Filed: 07/13/2023	
_	being filed.		Date Acknowledged:	
	City of Round Rock		Date Acknowledged.	
3	Provide the identification number used by the governmental entity or description of the services, goods, or other property to be provided u	state agency to track or identify nder the contract.	y the contract, and provide a	
	000000 Brushy Creek WWTP 108701E Aqua-Aerobic Tertiary Filter - Brushy Creek WWTP (BCF	RWWS)		
4		. Chata Carreton (along of breein	Nature of interest	
	Name of Interested Party City	y, State, Country (place of busir	ness) (check applicable) Controlling Intermediary	
5	Check only if there is NO Interested Party. $\overline{\times}$			
6	UNSWORN DECLARATION			
	My name is Kevin Heasley	, and my date of	birth is	
	My address is6306 North Alpine Road, (street)	EUVOUT GIR	L , 61111 , USA . (country)	
	I declare under penalty of perjury that the foregoing is true and correct.			
	Executed inCounty, Sta	ate of, on the	13 day of July , 20 23 (month) (year)	
	ROSE M MELODY Official Seal	and trad	had good	
		gnature of authorized agent of cor (Declarant)	ntracting business entity	

Forms provided by Texas Ednes Commission

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

				1011	
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		
Name of business entity filing form, and the city, state and country of the business entity's place					
		2023	3-1045698		
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	a contract for which the form is				
	le contract for which the form is	10771	.5/2025		
City of Round Rock					
		ify the c	ontract, and prov	ride a	
000000 Brushy Creek WWTP 108701E Aqua-Aerobic Tertiary Filter - Brushy Creek WWTP	(BCRWWS)				
	1		Nature of	interest	
Name of Interested Party	City, State, Country (place of bus	siness)	(check ap		
		_	Controlling	Intermediary	
Check only if there is NO Interested Party.					
UNSWORN DECLARATION					
My name is, and my date of birth is			·		
My address is	,		(zin code)	, (country)	
. ,		(State)	(Zip code)	(COurilly)	
I declare under penalty of perjury that the foregoing is true and correc	ot.				
Executed inCount	ty, State of, on the	ıe	_day of	, 20	
			(month)	(year)	
	Signature of authorized agent of c	ontractin	ng business entity		
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and coun of business. Aqua-Aerobic Systems, Inc Loves Park, IL United States Name of governmental entity or state agency that is a party to the being filed. City of Round Rock Provide the identification number used by the governmental entity or of the services, goods, or other property to be provide 000000 Brushy Creek WWTP Name of Interested Party Name of Interested Party Check only if there is NO Interested Party. UNSWORN DECLARATION My name is	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business. Aqua-Aerobic Systems, Inc. Loves Park, IL United States 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 Provide the identification number used by the governmental entity or state agency to track or ident description of the services, goods, or other property to be provided under the contract. 000000 Brushy Creek WWTP 108701E Aqua-Aerobic Tertiary Filter - Brushy Creek WWTP (BCRWWS) Name of Interested Party City, State, Country (place of business) Check only if there is NO Interested Party. UNSWORN DECLARATION My name is	Cembre Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business. Aqua-Aerobic Systems, Inc Loves Park, IL. United States 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 Provide the identification number used by the governmental entity or state agency to track or identify the office description of the services, goods, or other property to be provided under the contract. 000000 Brushy Creek WWTP 108701E Aqua-Aerobic Terriary Filter - Brushy Creek WWTP (BCRWWS) Name of Interested Party City, State, Country (place of business) Check only if there is NO Interested Party. UNSWORN DECLARATION My name is and my date of birth is	Certificat Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business. Aqua-Aerobic Systems, inc Loves Park, il United States 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 Provide the identification number used by the governmental entity or state agency to track or identity the contract, and provided under the contract. Name of interested Party City, State, Country (place of business) Name of Interested Party City, State, Country (place of business) Name of Interested Party Check only if there is NO Interested Party. UNSWORN DECLARATION My name is	



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute an Out-of-City

Wastewater Service and Development Agreement with QT South, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Exhibit B, Map

Department: Utilities & Environmental Services

Text of Legislative File 2023-220

The City is experiencing rapid growth on the east side of Round Rock's extraterritorial jurisdiction (ETJ) near County Road (CR) 110. To serve this area of Round Rock's ETJ and future city limits, Round Rock's wastewater masterplan proposed a future wastewater interceptor to be constructed.

Round Rock was contacted about providing out-of-city wastewater service to the property at the northeast corner of US79 and CR110. This property is a proposed QuikTrip gas station and multifamily apartment-style development. The property will have a wastewater demand that is equal to 139 living unit equivalents (LUEs). The property is located in the City of Round Rock's ETJ, but is not contiguous with Round Rock's current City limits.

For wastewater service, the development will need to extend a wastewater line approximately 2,775 ft to their property based on an alignment outline in Round Rock's wastewater masterplan. The City requested the line be upsized to a 24-inch wastewater main for 500 feet and a 15-inch main for the remaining portion of the line. The City will reimburse the developer for any oversize above 12-inch diameter based on the oversize reimbursement in the City of Round Rock Ordinance. The oversized line will be used to provide wastewater service to Round Rock's eastern ETJ limits.

As part of the out-of-city service agreement, the property owner will pay a connection fee equal to an impact fee for 139 LUEs. Additionally, the property owner agrees to specific zoning requirements as outlined in the agreement. If the property becomes contiguous with the City limits, the agreement states the property shall voluntarily request annexation into the City limits.

City of Round Rock Page 1 of 2

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City of Round Rock Page 2 of 2

RESOLUTION NO. R-2023-220

WHEREAS, QT South, LLC is the owner of record of the property located near the intersection of US 79 and CR 110, as shown on Exhibit "A," ("Property"); and

WHEREAS, the Property is not located within the corporate limits of the City of Round Rock ("City"); and

WHEREAS, QT South, LLC wishes to develop a convenience store and multi-family units on the Property ("Project"); and

WHEREAS, QT South, LLC has requested wastewater collection and treatment services from the City for said Property; and

WHEREAS, Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) provides that under certain conditions the City will furnish water and wastewater services outside of the city limits; and

WHEREAS, the Council hereby determines that the City has adequate capacity of water and wastewater service available for the purpose of serving the Property without impairing services within the City; and

WHEREAS, the City and the Developer desire to enter into an agreement to formalize the terms by which the City will provide wastewater service to the Property, 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 Out-of-City Wastewater Service and Development Agreement with QT South, LLC, a copy of said agreement being attached hereto as Exhibit "B" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act,
Chapter 551, Texas Government Code, as amended.
RESOLVED this 27th day of July, 2023.
CRAIG MORGAN, Mayor City of Round Rock, Texas
ATTEST:
MEAGAN SPINKS, City Clerk

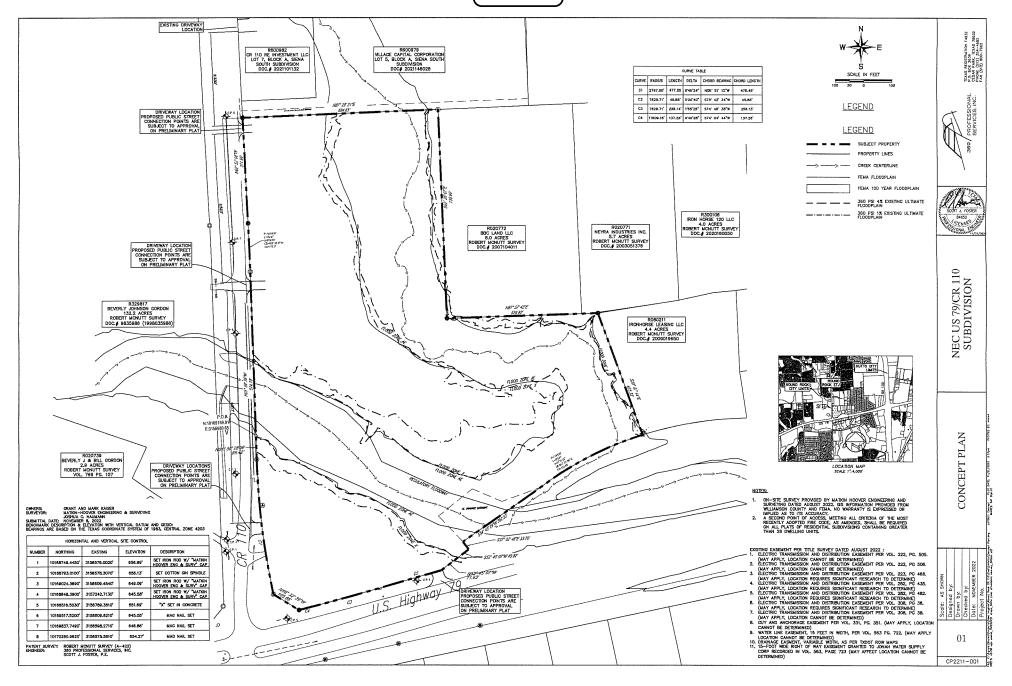


EXHIBIT
"B"

OUT-OF-CITY WASTEWATER SERVICE AND DEVELOPMENT AGREEMENT

THIS OUT-OF CITY WASTEWATER SERVICE AND DEVELOPMENT AGREEMENT ("Agreement"), is made and entered by and between QT SOUTH, LLC, a Texas limited liability company, referred to herein as the "Developer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Developer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Developer is the owner of record of the property located near the intersection of US 79 and CR 110 (the "Property"), being more particularly described in the attached Exhibit "A" which is hereby incorporated for all purposes; and

WHEREAS, the Property is not located within the corporate limits of the City; and

WHEREAS, the Developer wishes to develop a convenience store and multi-family units on the Property; and

WHEREAS, the Developer has requested wastewater collection and treatment services from the City; and

WHEREAS; the City has determined that it is desirable for the Developer of the Property to receive wastewater service from the City notwithstanding the fact that the Property is outside the City's corporate limits, subject to the conditions set forth herein; and

WHEREAS, the Developer and the City desire to enter into this Agreement to formalize the terms by which the City will provide wastewater service to the Property, and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Developer without impairing services within the City,

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

Article I. Developer's Obligations Under this Agreement

- 1.01 <u>Wastewater Interceptor Extension</u>. Developer will construct a wastewater interceptor to provide wastewater collection and treatment service to the Property, as described below:
 - (a) The wastewater interceptor shall be constructed from the Property to the City's current interceptor termination point on the east side of the Wal-Mart located near the intersection of US 79 and CR 122, as shown on Exhibit "B". The final alignment of the wastewater interceptor is subject to the sole approval of the City;
 - (b) The wastewater interceptor shall be a 24-inch for the first 500 feet, and then transition to 15-inch to the Property.
 - (c) Except as provided in Sec. 2.03 below, Developer shall pay for all the costs of design and construction of the wastewater interceptor;
 - (d) Developer will pay for all costs of acquiring the easements required to provide wastewater collection and treatment services to the Property;
 - (e) The design of the wastewater interceptor must comply with the City's Design and Construction Standards ("DACS"), as determined by the City;
 - (f) The wastewater interceptor must be permitted through the City's Development Services Office; and
 - (g) The construction of the wastewater interceptor will be subject to the approval of the City's inspection department.
 - 1.02 Developer shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of sewer services outside the city limits. A copy of such Sec. 4-80 is attached hereto as Exhibit "C," incorporated herein by reference. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.
 - 1.03 Developer shall comply with all requirements of the Zoning and Development Code, Chapter 8, Article IX. Signs; provided however that County Road 110 shall be considered a "Commercial Road" pursuant to Article IX, Sec. 8-74. (b) (2).
 - 1.04 For the purposes of compatibility, building setbacks, and height setbacks, adjacent parcels will not be treated as single family uses.

- 1.05 For the portion of the Property used for multi-family units, the Developer shall comply with the requirements of the Zoning and Development Code, Sec. 2.22. MF-2 (Multifamily Medium Density) District, as amended by Exhibit D.
- 1.06 For the portion of the Property used for the convenience store, the Developer shall comply with the requirements of the Zoning and Development Code, Sec. 2.33. C1-a (General Commercial Limited) District. Provided however that the Property may be used as a truck stop, including truck service and repair.
- 1.07 The Property shall be subject to, and the Developer agrees to comply with Volume II, Chapter 8, Article II, Landscaping, as amended by Exhibit E.
- 1.08 The Property shall be subject to, and the Developer agrees to comply with Volume II, Chapter 8, Article VI, Off-Street Parking and Loading as amended by Exhibit F.
- 1.09 Developer agrees that in the event the Property becomes contiguous with the City limits and meets all requirements for annexation, the Developer shall immediately apply for annexation into the City and cooperate fully with the annexation of the Property into the City and any zoning requirements of the City. Failure of the Developer to do so shall give the City the option to terminate this Agreement.
- 1.10 Failure to comply with any of the foregoing requirements shall give the City the option of terminating this Agreement.

Article II. City's Obligations under this Agreement

- 2.01 As used herein "Living Unit Equivalents" or "LUE's" shall be defined as follows:
 - Living Unit Equivalent (LUE) shall mean a unit of measurement used to facilitate the sizing of water, reuse water, and wastewater mains. One LUE consumes 450 gallons per day of water and produces 280 gallons per day of wastewater.
- 2.02 City agrees to sell Developer wastewater collection and treatment service as required by Developer on an as needed basis, up to 5 LUE's for the convenience store, and up to 134 LUE's for the multi-family units.
- 2.03 City agrees to reimburse Developer for oversize above 12 inches in diameter of the wastewater interceptor, in compliance with the Zoning and Development Code, Chapter 4, Article IV, Sec. 4-78.
- 2.04 The wastewater service to be provided herein is for the Property as described in Exhibit "A" and no other property.

Article III. Wastewater Impact Fees and Rates

- 3.01 Developer agrees to pay to the City wastewater impact fees in compliance with Sec. 4.82 of the Round Rock Zoning and Development Code.
- 3.02 Developer agrees to pay City for all wastewater services provided to Developer at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be twice the rate for customers located within the corporate limits of the City. Because the Property is served with water by Jonah Water Special Utility District (Jonah SUD), the wastewater service will be calculated based on the Developer's average water consumption for December, January, and February of each winter, as determined from Jonah SUD's water bills. Developer agrees to provide the City with copies of the aforesaid bills by April 1, of each year.
- 3.03 The City and Jonah have agreed that Jonah shall be responsible to render monthly bills to customers for City wastewater services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill.
- 3.04 Customers shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

- 4.01 Developer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.
 - 4.02 Developer agrees to pay all other fees applicable to wastewater service.
- 4.03 Developer agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property being used for its proposed uses, namely a convenience store and multi-family units. Developer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the

public enemy, orders of 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, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Developer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Developer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

- 6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof. After the initial twenty (20) years, the Agreement shall automatically renew for one (1) year terms, unless terminated by one of the parties upon ninety (90) days' written notice to the other party.
- 6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

Article VII. Miscellaneous Provisions

- 7.01 Developer is prohibited from selling or giving wastewater service purchased herein to anyone else.
- 7.02 Developer shall be permitted to assign its right herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.
- 7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.
- 7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 7.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- or all

7.07 The violation by Developer of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.
IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement to be effective on this the day of, 2023.
By: Matthew D. Miller, President
CITY OF ROUND ROCK, TEXAS
By: Craig Morgan, Mayor
Attest:
Meagan Spinks, City Clerk
Approved as to Form:

Stephanie L. Sandre, City Attorney

EXHIBIT A

(Property Description)

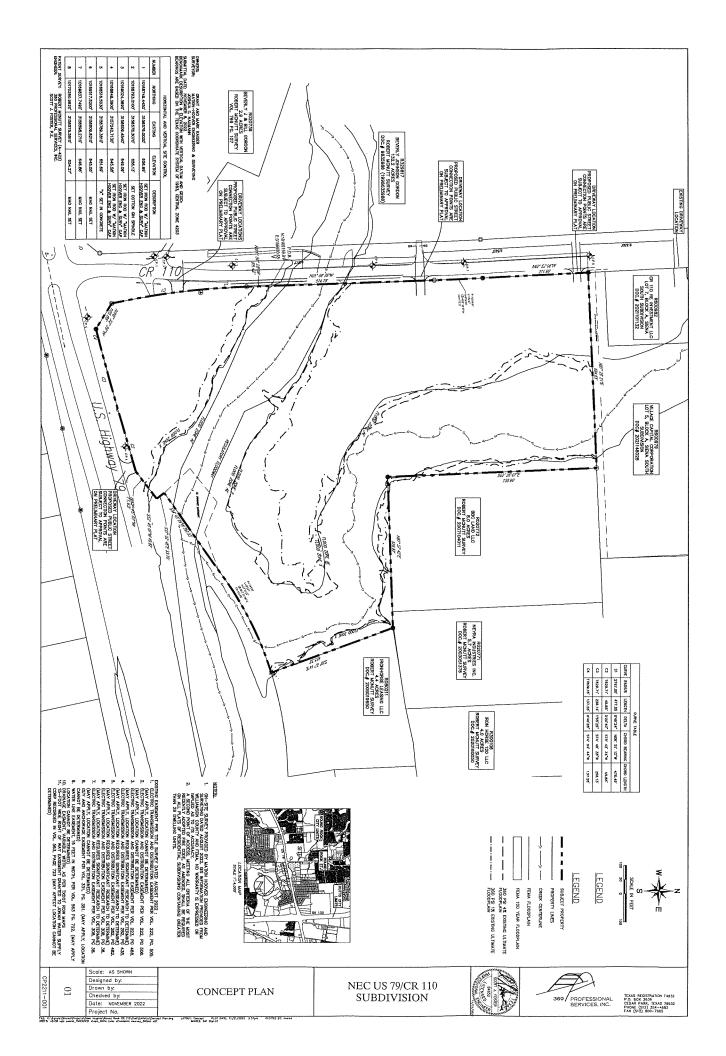


EXHIBIT B

(Wastewater Interceptor Alignment)

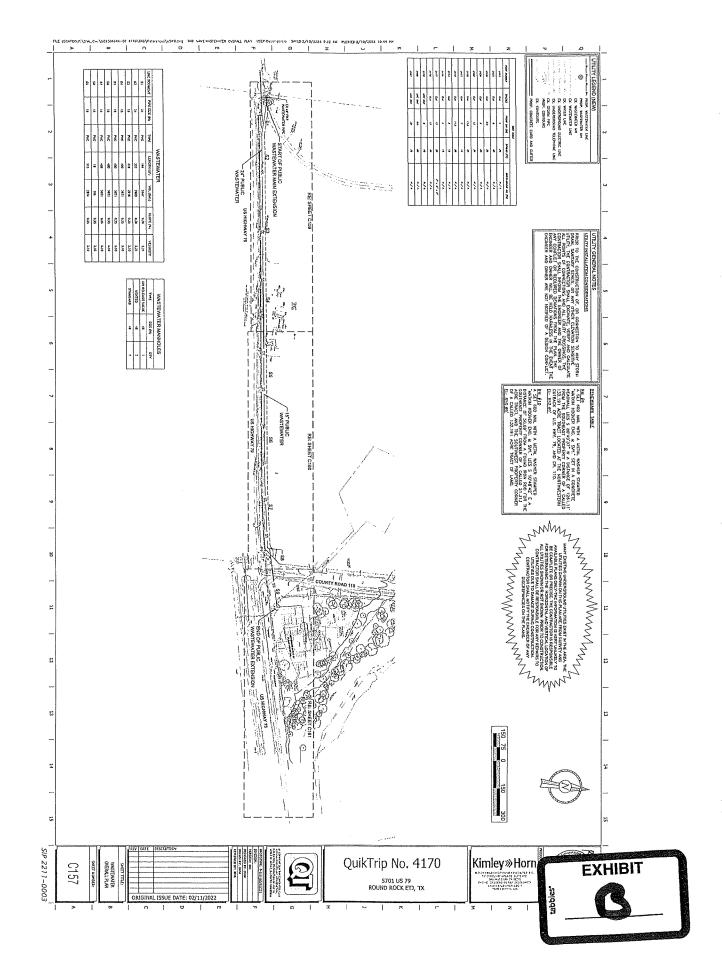


EXHIBIT C

- Sec. 4-80. Furnishing of water, reuse water, and sewer services outside city limits.
 - (a) Conditions under which city services will be provided. The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
 - (1) Adequate capacity exists. There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) Owners outside city limits to bear costs of lines and furnish easements. The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) Construction to conform to city standards. All design and construction shall be in accordance with city standards and specifications.
 - (4) New subdivisions to comply with subdivision regulations. New subdivisions recorded after the date of passage of this section desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) City to have right of review. The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
 - (6) Water and sewer facility requirements. Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the

County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).

- (7) Water, sewer, and/or reuse water lines to meet ultimate requirements of city. Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
- (8) Extended lines to be designed and inspected by city's engineer. All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
- (9) City may reimburse owner for oversized lines. Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.
- (10) Pro rata basis for tap fee. The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent (5%) interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
- (11) Wholesale bulk rate sales of water. Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates*. The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34 of the Code of Ordinances.

EXHIBIT D

Zoning and Development Code, Sec. 2.22. MF-2 (Multifamily – Medium Density) District

Sec. 2-23. - MF-2 (Multifamily - Medium Density) district.

- (a) *Purpose*. To establish and preserve areas of medium intensity land use primarily devoted to medium density multifamily residential development.
- (b) Permitted uses. Uses permitted in the MF-2 district may be found in Sec. 2-25.
- (c) Lot and building dimensional standards. Property and buildings in the MF-2 district shall conform to the standards found in Sec. 2-26, with the following supplementary notes:
 - (1) Detached garages shall be set back from the street a minimum of 50 feet.
 - (2) Residential structures shall be permitted to reach four (4) stories in height provided that the first level is garage parking and the upper three (3) stories are dwelling units. In situations where there is a natural gradient change that can accommodate walk-out living units, the zoning administrator may permit four (4) stories of dwelling units. In no case shall a structure exceed four (4) stories.
- (d) Supplementary development standards the following regulations apply to the MF-2 district:
 - (1) *Unit limit*. Density shall not exceed 20 units per acre. Apartments shall not exceed 400 units per complex. Any parcel with MF (Multifamily) district zoning prior to October 25, 2012 is not subject to this limit.
 - (2) Amenities. At least one amenity accessible to all residents shall be provided for each medium density multifamily complex with 50 or more dwelling units. Additional amenities shall be included at the following rate:

Number of dwelling units	Minimum number of amenities
0—49	0
50—99	1
100—149	2
150—199	3
200—249	4
250 or more	5

Amenities include but are not limited to the following:

- a. Playground equipment.
- b. Fenced dog park, to measure no smaller than 2,500 square feet, with minimum depth 25 feet.
- c. Private fitness facility*.
- d. Picnic area, to contain no fewer than two tables and two cooking grills.
- e. Swimming pool.
- f. Business center, to contain no less than one computer, printer, fax machine, copier, and scanner (printer, fax machine, copier, and scanner may be integrated into a single device), available for resident use*.

- g. Tennis court.
- h. Basketball court.
- i. Volleyball court.
- Kitchen available for resident use*.
- k. Social room available for resident use*.
- * These amenities may be located in the amenity center and each one qualifies toward the amenity requirement.
 - (3) Off-street parking requirements.
 - a. No less than 10 percent of all required residential parking shall be in garages.
 - Driveways in front of "tuck under" garages, if they are at least 20 feet deep, shall count toward the required residential parking.
 - d. If a flat roof is installed as a canopy for covered parking it shall have a minimum six-inch wide decorative banding.
 - (4) Garage requirements. Garages shall comply with the following standards:
 - Detached garages shall be constructed of the same exterior materials and include similar roof pitch to the residential structures.
 - b. Detached garages shall not consist of more than six (6) garage doors, with the exception of double-sided garages that have doors on opposite sides of the structure with a dividing wall in the middle, for a maximum total of 12 garage doors on a single structure.
 - No detached garage shall be placed between a residential building and its adjacent drive aisle.
 - d. Where a detached garage is placed adjacent to a residential building, a landscaped area no less than 10 feet wide shall be installed between the garage and the building.
 - e. No garage door shall face a single-family home within 250 feet or be permitted in a street yard.
 - (5) Landscaping. In addition to the regulations located in Sec. 8-10, a linear area with improved soils and planted with annuals, perennials, and small shrubs shall be installed and maintained along the foundation of all elevations facing the public right-of-way. This area shall measure a minimum of two (2) feet wide on average, and at no point shall be less than one (1) feet wide. This requirement shall not apply where sidewalks and driveways meet the building perpendicularly.
 - (6) Lot fencing. A view fence in the front street yard shall be permitted to reach a height of six (6) feet.
 - (7) Light fixture height. The height of a light fixture shall not exceed 20 feet in parking areas and 12 feet in pedestrian areas.
- (e) Multifamily medium density design standards. The following design standards apply to all residential buildings in the MF-2 (Multifamily medium density) district:
 - (1) Building elevation variation. Any wall in excess of 60 feet in length shall include offsets of at least two feet in depth. There shall be no less than one offset for every 40 feet of horizontal length.
 - (2) Exterior wall color finishes. Day-Glo, luminescent, iridescent, neon or similar types of color finishes are prohibited.

- (3) Exterior stairwells. Exterior stairwells facing the public right-of-way shall comply with the following standards:
 - a. They shall be concealed within a fully enclosed structure, except for appropriately sized cutouts to allow for ventilation and pedestrian access;
 - b. The landing shall be recessed a minimum of five (5) feet into said structure; and
 - c. The stairwell structure shall not protrude more than eight (8) feet beyond the facade of the residential structure.
- (4) Glass. Mirrored glass with a reflectivity of 20 percent or more is prohibited on the exterior walls and roofs of all buildings and structures.
- (5) Orientation requirements. Buildings adjacent to a public street shall be oriented such that their longest facade faces the street, unless a building is located on the corner of a lot where two (2) streets intersect. Building elevations that face a public street shall have at least 15 percent of the wall facing the street consist of windows, balconies and/or stairwells. Alternative orientation due to physical site constraints such as topography or natural features may be approved by the zoning administrator.
- (6) Windows. Windows shall be provided with trim and shall not be flush with exterior wall treatment unless approved by the zoning administrator as part of a recognized architectural style.
- (7) Roofing. Portions of the roof shall be permitted to be flat to provide for mechanical equipment wells or roof decks, provided that such flat areas are screened by pitched sections of the roof. Alternative roof designs associated with recognized architectural styles may be permitted by the zoning administrator.
- (8) Special design features. A minimum of five (5) features from the following list shall be incorporated into the building design:
 - a. Bay window.
 - b. Arched window.
 - c. Gable window.
 - d. Oval or round windows.
 - e. Shutters.
 - f. Arched entry, balcony or breezeway entrance.
 - g. Stone or brick accent wall.
 - Decorative stone or brick band.
 - Decorative tile.
 - j. Veranda, terrace, porch or balcony.
 - k. Projected wall or dormer.
 - I. Variation of roof lines on the building.
 - m. Decorative caps on chimneys.
 - n. Entry onto the public facade for ground floor units facing the public ROW.
 - o. Other feature as approved by the zoning administrator.
- (f) Design standard requirement for all buildings located closest to CR 110.:
 - (1) The ground floor of all buildings shall be a minimum of 75 percent natural stone, simulated stone, or brick.

- (2) A minimum of two different materials shall be used on each structure, and each material used shall comprise no less than 20 percent of the exterior wall finish.
- (3) No more than 33 percent of the building façade may be fiber cement siding or architecturally finished steel or metal.
- (4) Roofing materials shall consist of 25-year architectural dimensional shingles, tile (clay, cement, natural or simulated stone), non-reflective prefinished metal, or reflective metal such as copper or other [similar metals as approved by the zoning administrator.]
- (g) Applicability to PUDs. Design and development standards specifically addressed in planned unit developments (PUDs) adopted prior to October 25, 2012 shall prevail.

Sec. 2-25. - Permitted Uses in the Residential Districts. Summary use table by residential zoning district

Use	
Use	MF-2
Accessory Dwelling Unit, Connected	-
Apartment	P
Assisted Living	-
Group Home (six or fewer persons)	P/S
Modular Housing	-
Multifamily House	-
Single-Family, Attached	-
Single-Family, Detached	-
Single-Family, Detached Manufactured Home	-
Single-Family, Zero Lot Line	-
Single-Family, Village Residential	-
Townhouse, Single Lot or Common Lot	P
Amenity Center	P
Community/Government Service	-
Day Care (in home), six or fewer children	-
Day Care, all other	P/S
Park, Community	P/S
Park, Linear/Linkage	P/S
Park, Neighborhood	P
Place of Worship	P
Place of Worship (with accessory uses not exceeding 2,500 sq. ft.)	P/S
Place of Worship (with accessory uses between 2,500 sq. ft. and 10,000 sq. ft.)	P/S
Public Safety Facility	P
Private School, Primary or Secondary	-
Public School, Elementary or Middle	P/S
Self-Enclosed Monopole	-
Utility, Minor	P/S
Utility, Intermediate	P/S
WTF, Attached	P/S
WTF, Stealth	P/S
Bed and Breakfast	-
Agricultural Operations	-
Fowl Raising	-
Livestock Raising	-

Sec. 2-26. - Residential lot and building dimensional standards. For purposes of compatibility, building setbacks and height setbacks, all neighboring parcels are not and will not be treated as single family uses or zoning.

(a) Residential zoning districts lot and building dimensional standards chart:

Description	MF-2	
Minimum lot area	1 acre	
Minimum lot width	200 ft.	
Minimum lot depth	-	
Minimum width of principal building	-	
Minimum dwelling unit area	-	
Minimum building setback from street (ROW)	15 ft.	
Minimum garage setback from street (ROW)	50 ft.	
Minimum garage setback from street (ROW) for side entry garages	-	
Minimum rear building setback	25 ft.	
Minimum rear building setback adjacent to SF/TF lots when pre-cast concrete panel fence is used	1 story: 25 ft. 2 stories: 50 ft. 3 stories: 80 ft. 4 stories: 100 ft.	
Minimum rear building setback adjacent to SF/TF lots when masonry fence is used	1 story: 20 ft. 2 stories: 40 ft. 3 stories: 80 ft. 4 stories: 100 ft.	
Minimum side building setback	25 ft.	
Minimum side building setback adjacent to SF/TF lots when pre-cast concrete fence is used	1 story: 25 ft. 2 stories: 50 ft. 3 stories: 80 ft. 4 stories: 100 ft.	

Minimum side building setback adjacent to SF/TF lots when masonry fence is used	1 story: 20 ft. 2 stories: 40 ft. 3 stories: 80 ft. 4 stories: 100 ft.
Minimum setback for accessory building	15 ft.
Maximum height of principal building	4 stories
Minimum height of principal building	-
Maximum height of accessory building (Excluding clubhouse and detached garages)	15 ft.
Maximum lot coverage for buildings	40%

- (b) Special purpose lots exemption. Special purpose lots, including but not limited to, landscape lots and utility lots, may be exempted from these requirements.
- (c) Encroachments in setbacks. Except as specified in (d) below, all required setbacks shall be free from any encroachments, including but not limited to, eaves, roof overhangs, bay windows, and fireplaces. Air conditioning units and other similar ground-mounted equipment are exempt from this requirement.
- (d) Permitted limited encroachments. In the SF-R, SF-1, SF-2 and SF-3 districts, limited encroachment into the front and rear setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows.
- (e) Accessory buildings prohibition. Accessory buildings are prohibited in the front street yard.
- (f) Accessory building setbacks in SF-1, SF-2 and S-3. When a rear or rear side lot line does not abut a developed or planned single-family lot, there is no setback requirement.

EXHIBIT E

ARTICLE II. - LANDSCAPING

Sec. 8-10. – Landscaping

Zoning and Development Code, Article II, Sec. 8-10. – Landscaping is amended as follows:

- 1) Sec. 8-10 (e)(12) is deleted as follows:
- 2) Sec. 8-10 (f)(1)d is deleted as follows:
- 3) Sec. 8-10 (g)(1) is amended to read as follows:
 - (1) TH (Townhouse), SR (Senior), MF-1 (Multifamily Low Density), MF-2 (Multifamily Medium Density), MF-3 (Multifamily Urban), C-1 (General commercial), C-1a (General commercial limited), C-2 (Local commercial), OF-1 (General Office), OF-2 (Mid-Rise Office), BP (Business Park), LI (Light industrial), PF-1 (Public Facilities Low Intensity), PF-2 (Public Facilities Medium Intensity), PF-3 (Public Facilities High Intensity), and MU-G (Mixed-Use Greenfield and Large Lot) zoning districts.
 - a. Landscaping shall be provided between parking areas and all public streets in a four-foot (4') wide linear planting bed. The minimum landscaping required for this purpose shall be based on the measured linear footage of parking including vehicular circulation routes that extend along the length of the property line (excluding ingress/egress to the public road) adjacent to the public right-of-way.
 - b. The required minimum quantity of landscaping is as follows:
 - 1. One large tree or two small trees per 90 linear feet, or fraction thereof;
 - 2. One small tree per 60 linear feet, or fraction thereof; and
 - 3. One large shrub, small shrub, or ornamental grass per eight (8) linear feet, or fraction thereof. Any combination of large shrubs, small shrubs, and ornamental grasses is acceptable.
 - c. There shall be no gap between required landscaping exceeding 25 percent of the length of the landscaped area, unless approved by the zoning administrator.

d.

- e. If there are overhead utilities above the landscape area, then the required large and/or small trees may be placed in additional interrupting islands every 75 feet within the first row of parking adjacent to the public street. Such islands shall have a minimum width of nine (9) feet from face of curb to face of curb. In addition, the owner shall have the option of reducing the four-foot (4') wide linear planting bed described in subsection (g)(1) a. above, to a two-foot (2') wide area to accommodate only shrubs.
- f. The area within islands and medians shall not include sod or turf grass and shall not include more than 50 percent decorative groundcover material, unless approved by the zoning administrator. The remainder of the area shall consist of planting groundcover.

- 4) Sec. 8-10 (k)(2) a. is amended to read as follows:
 - (2) Certificates of occupancy.
 - a. Prior to the occupancy of a building, the developer/owner shall either have completed the installation of all required landscaping or shall file with the zoning administrator fiscal security (by bond, certificate of deposit, letter of credit or cash security) satisfactory to the city, in the amount of a contractor's estimate using current market prices for materials and installation of the required landscaping plus a 20 percent contingency. The contractor's estimate shall be subject to the approval of the zoning administrator.

EXHIBIT F

ARTICLE VI. - OFF-STREET PARKING AND LOADING

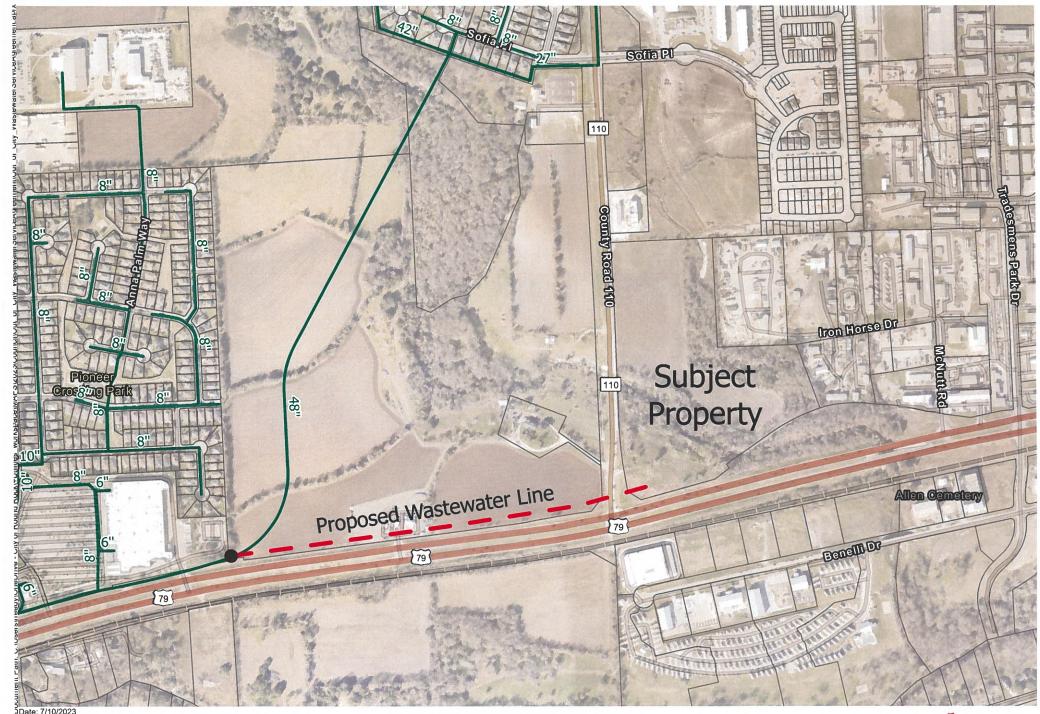
Sec. 8-46. – Off-street parking requirements

Zoning and Development Code, Article VI, Sec. 8-46(b) Residential parking requirements is amended as follows:

- 1) Sec. 8-46 (c) is amended to read as follows:
 - (c) *Screening*. Along CR 110 right of way frontage, the parking screening shall consist of:
 - (1) A wrought iron fence or wall at least six (6) feet in height.
 - (2) Vegetation consisting of a solid hedge row or evergreen shrubs, or trees and shrubs, providing full screening from the ground to a minimum height of six (6) feet; or
 - (3) a combination of the subsections (c)(1) and (2) of this section.

(In the event that a wrought iron or solid fence is prohibited by a utility provider or governmental agency, the City and Developer agree to work together in good faith to reach a mutually acceptable alternative option.)

Screening shall not be required in the rear yard for vehicles parked on an improved driveway that is constructed in accordance with the DACS.



Out-of-City Wastewater Service Agreement





City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an ordinance rezoning 8.51 acres

located northwest of the intersection of Sam Bass Road and Meadows Drive from

the PF-2 (Public Facilities - Medium Intensity) zoning district to the MF-1

(Multifamily - Low Density) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director: Brad Wiseman, Planning & Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Arial Map, Zoning Map

Department: Planning & Development Services

Text of Legislative File 2023-221

<u>Proposal:</u> The applicant, Andres Mendoza, is requesting to rezone 8.51 acres from PF-2 (Public Facilities - Medium Intensity) to MF-1 (Multifamily - Low Density) for a low density multifamily apartment project, with approximately 119 units. This vacant property was previously owned by Freedom Church, but has since been sold to a residential developer.

<u>Comprehensive Plan and Zoning:</u> The FLUM (Future Land Use Map) of the Round Rock 2030 Comprehensive Plan designates this site as Residential. The property is currently zoned PF-2 (Public Facilities - Medium Intensity). The Comprehensive Plan designation of residential supports low density multi-family development with the following location criteria which this site meets:

- · Primary access is allowed via arterial roadway or collector street; and
- Direct access to abutting single-family neighborhoods is discouraged unless integrated as part of a master planned community or as required to implement transportation network policy objectives;
 and
- Low density multifamily developments shall not be located immediately adjacent to other low density multifamily developments; they must be separated by open space such as parkland or natural features.

<u>Traffic, Access and Roads:</u> The site has frontage on Sam Bass Road. A turn lane analysis will need to be completed during the site development phase. This may trigger a right turn deceleration lane and/or a left turn lane that would impact the site development and platting. A Traffic Impact Analysis is not required for this development, and roadway Impact fees will be collected at the time of building permit

City of Round Rock Page 1 of 2

application.

MF-1 District: This district allows for a density of 12 units per acre, in either apartments, townhouses or multifamily houses. No more than 120 dwelling units shall be permitted in any single apartment complex. No more than 12 dwelling units shall be permitted in any single residential structure. The district allows for an increase in the maximum of 12 units per acre to 14 units per acre with a design standard incentive which the applicant intends to utilize. The maximum height of a principal building is 2.5 stories.

At its June 21, 2023 meeting, the Planning and Zoning Commission recommended approval of the rezoning from PF-2 to MF-1 with a vote of 8:1. Vice Chair J. Hollis Bone voted no because he had concerns that the increased density resulting from the proposed zoning would not be a good fit for this particular location. There were 3 public speakers. Speakers expressed concern about traffic, the degradation of Brushy Creek, crime, and the addition of apartments in close proximity to their single family neighborhood (The Oaklands).

City of Round Rock Page 2 of 2

ORDINANCE NO. 0-2023-221

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 8.51 ACRES OF LAND, DESCRIBED AS LOTS 1 AND 2, BLOCK A, FINAL PLAT OF FREEDOM CHURCH SUBDIVISION, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT PF-2 (PUBLIC FACILITIES – MEDIUM INTENSITY) TO DISTRICT MF-1 (MULTIFAMILY – LOW DENSITY); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 8.51 acres of land, described as Lots 1 and 2, Block A, Final Plat of Freedom Church Subdivision, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from District PF-2 (Public Facilities – Medium Intensity) to District MF-1 (Multifamily – Low Density), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 21st day of June, 2023, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit "A" be zoned District MF-1 (Multifamily – Low Density), and

WHEREAS, on the 27th day of July, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Section 10-21, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this amendment:

- 1. It is consistent with the Round Rock Comprehensive Plan;
- It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
- The affected property is suitable for uses that are and would be permitted by District MF-1 (Multifamily – Low Density); and
- Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District MF-1 (Multifamily – Low Density).

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District MF-1 (Multifamily – Low Density).

III.

- **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- **B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

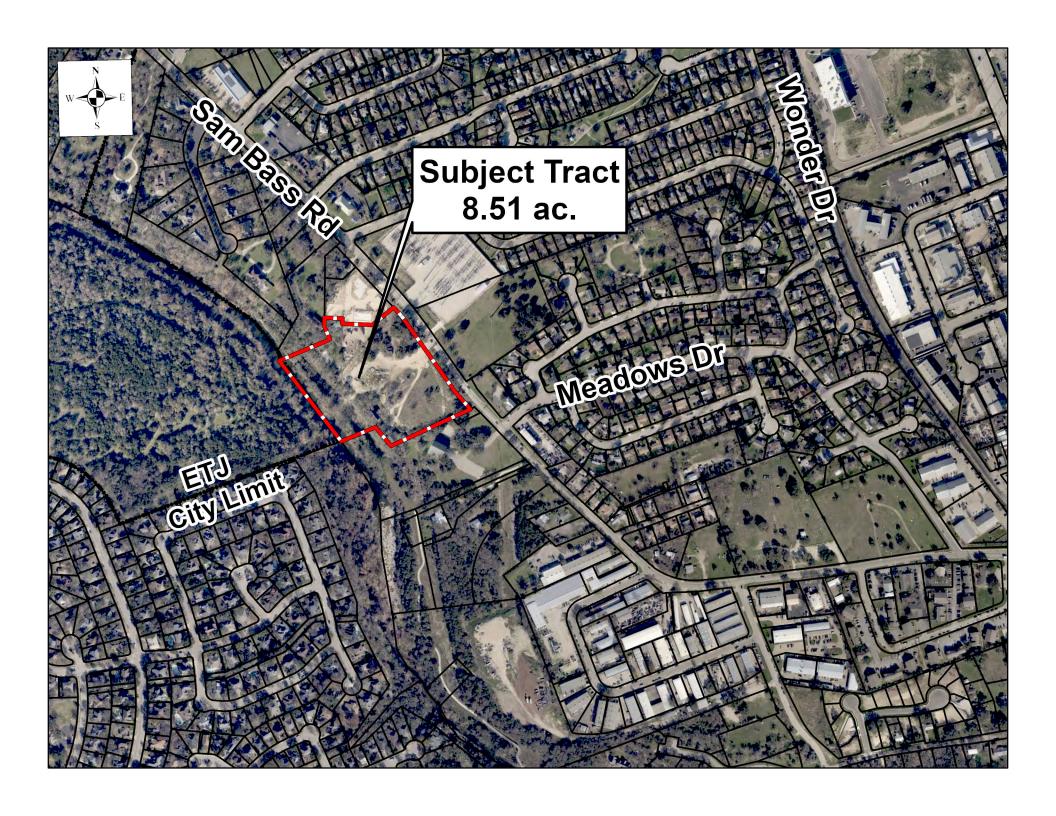
READ,	PAS	SED,	and	AD	OPT	ED	on	first	readir	ıg	this	 day	0
			2023.										
Alternative 2.													
READ	and	APP	PROVE	Đ	on	first	re	eading	this	t	he	 day	0
			2023.										

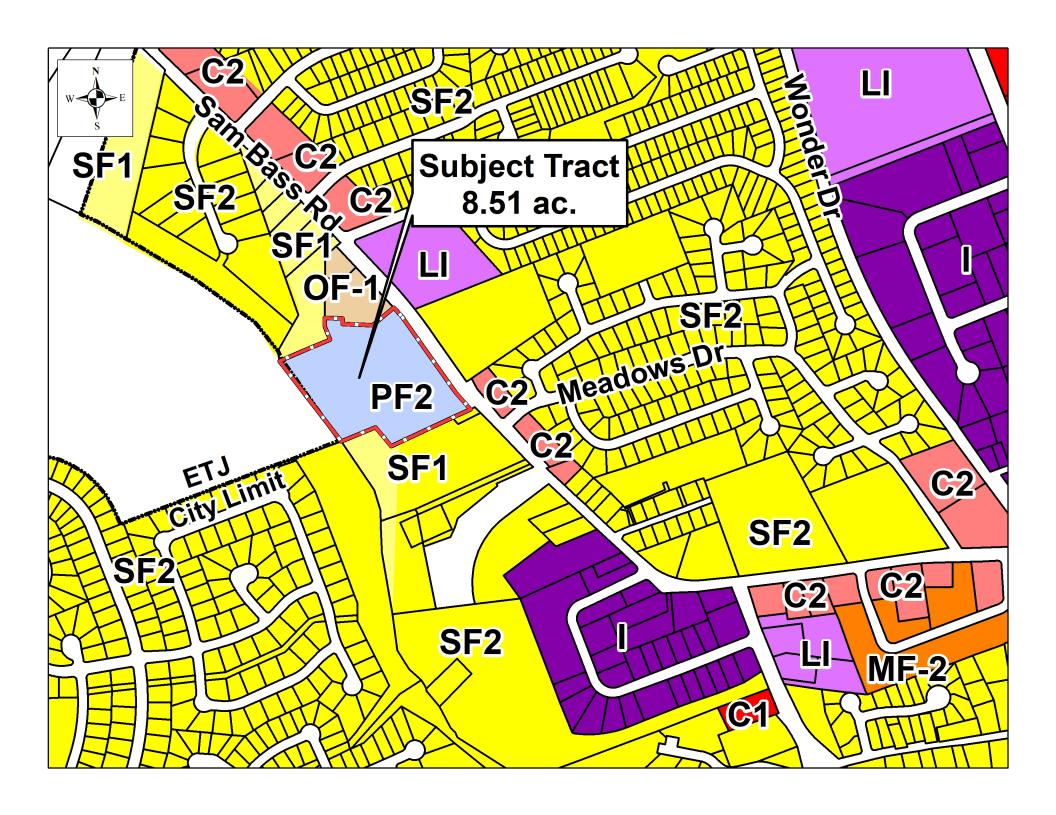
READ, APPROVED and Al	DOPTED on second reading this the	day o
, 2023.		
	CRAIG MORGAN, Mayor City of Round Rock, Texas	
ATTEST:		
MEAGAN SPINKS, City Clerk		

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 and 2, Block A, Final Plat of Freedom Church Subdivision, a Subdivision to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in County Clerk's File No. 2021069891, Official Public Records, Williamson County, Texas.







City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title:	Consider seven (7) appointments to the 2023 Charter Review Commission.
Туре:	Appointment
Governing Body:	City Council
Agenda Date:	7/27/2023
Dept Director:	
Cost:	
Indexes:	
Attachments:	

Text of Legislative File TMP-23-0606

Department:

City of Round Rock Page 1 of 1



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: 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.

Type: Executive Session

Governing Body: City Council

Agenda Date: 7/27/2023

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-23-0640

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