



# City of Round Rock

## City Council

### Meeting Agenda

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

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Thursday, May 23, 2024

6:00 PM

City Council Chambers, 221 East Main St.

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**A. CALL MEETING TO ORDER**

**B. ROLL CALL**

**C. PLEDGES OF ALLEGIANCE**

**D. FAREWELL TO OUTGOING COUNCIL MEMBER**

**E. OATH OF OFFICE:**

E.1 Administration of oath of office to the newly elected Council Member for Place 3.

E.2 Administration of oath of office to the re-elected Council Member for Place 5.

**F. 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.*

**G. CONSENT AGENDA:**

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

G.1 Consider approval of minutes from the May 9, 2024 City Council meeting.

G.2 Consider an ordinance adopting Amendment No. 1 to the FY 2023-2024 Operating Budget.  
(Second Reading)

- G.3 Consider a resolution authorizing the Mayor to execute an Agreement with Pure Power Products, LLC for the purchase of reusable oil filters.
- G.4 Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2024 financial and compliance audit.
- G.5 Consider a resolution authorizing the Mayor to execute a Contract with FarrWest Environmental Supply, Inc. for the purchase of highway safety and traffic control products.

**H. RESOLUTIONS:**

- H.1 Consider a resolution declaring that the Charter Amendments from the City of Round Rock's General and Special Election held on May 4, 2024 are adopted.
- H.2 Consider a resolution authorizing the City Manager to issue a Purchase Order to Xybix Systems, Inc. for dispatch consoles for the Police Department.
- H.3 Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for replacement of police communication radios.
- H.4 Consider a resolution authorizing the Mayor to execute an Agreement with Faster Asset Solutions for fleet management information systems.
- H.5 Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Fiber Optic Cabling Services and Equipment with Austin Structured Cabling, LLC."
- H.6 Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Fire Station 10 Project.
- H.7 Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Architect with Jacobs Engineering Group Inc. for the Bob Bennett Complex Phases II, III, and IV Project.
- H.8 Consider a presentation regarding, and a resolution approving the Capital Improvements Plan Progress Semi-Annual Report regarding Water and Wastewater from the Capital Improvements Advisory Committee.
- H.9 Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Reuse Water Pump Station Second Electric Utility Feed and Pump Addition Project.
- H.10 Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 to "City of Round Rock Agreement for Professional Consulting Services related to Expert Witness/Litigation Services for Wholesale Rate Cases with Raftelis Financial Consultants, Inc."
- H.11 Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 2.5 acres of land out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane.



**I. ORDINANCES:**

- I.1 Consider public testimony regarding, and an ordinance annexing 2.5 acres of land out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane. (First Reading)\*
- I.2 Consider public testimony regarding, and an ordinance zoning 2.5 acres out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane to the TH (Townhouse) district. (First Reading)\*

**J. APPOINTMENTS:**

- J.1 Consider the appointment of a Council Director to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors.
- J.2 Consider the appointment of a Citizen Director to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors.

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

- L.1 Consider Executive Session as authorized by §551.071, Government Code, related to consultation with attorney regarding pending litigation, to wit: Texas Disposal System, Inc. v. City of Round Rock, et al, cause no. 22-0482-C395.
- L.2 Consider Executive Session as authorized by §551.071, Government Code, related to consultation with attorney regarding an update on the Comptroller of Public Accounts' proposed rule amendment related to sales tax.

**M. ADJOURNMENT**

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

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

*§551.071 Consultation with Attorney  
§551.072 Deliberations regarding Real Property  
§551.073 Deliberations regarding Gifts and Donations  
§551.074 Personnel Matters  
§551.076 Deliberations regarding Security Devices  
§551.087 Deliberations regarding Economic Development Negotiations*

**POSTING CERTIFICATION**

*I certify that this notice of the Round Rock City Council Meeting was posted on the 17th day of May 2023 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*

*/ORIGINAL SIGNED/*

*Meagan Spinks, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** E.1

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**Title:** Administration of oath of office to the newly elected Council Member for Place 3.

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-24-0085**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**Title:** Administration of oath of office to the re-elected Council Member for Place 5.

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-24-0086**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider approval of minutes from the May 9, 2024 City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:**

**Indexes:**

**Attachments:** 050924 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File TMP-24-0055**



# City of Round Rock

## Meeting Minutes - Draft

### City Council

Thursday, May 9, 2024

#### A. CALL MEETING TO ORDER

*The Round Rock City Council met in regular session on May 9, 2024 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  
Mayor Pro-Tem Matthew Baker  
Council Member Michelle Ly  
Council Member Rene Flores  
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

*The following citizens spoke regarding the changes to the Library fees (Item H.3):  
Rebecca Williams, 4424 Angelico Lane  
Melody Fender, 2809 Great Oaks Drive*

#### E. PROCLAMATIONS:

##### E.1 [Consider proclaiming May 2024 as "Motorcycle Safety Awareness Month" in the City of Round Rock.](#)

*Mayor Morgan read the proclamation and Tommy Estes accepted and spoke regarding motorcycle awareness and driver safety.*

##### E.2 [Consider proclaiming June 2024 as "National Pride Month" in the City of Round Rock.](#)

*Mayor Morgan read the proclamation. Richard Parson accepted and spoke about the upcoming 3rd annual Round Rock Pride event on June 1st.*

**F. MAYOR'S SPECIAL RECOGNITION**

- F.1** [Consider Mayor's Special Recognition of Project Red - a Round Rock High School non-profit dedicated to helping the homeless and those dealing with food insecurity](#)

*This item was not considered this evening due to a scheduling conflict, but will be brought back at a future date.*

**G. STAFF PRESENTATIONS:**

- G.1** [Consider a presentation and department update from Planning and Development Services.](#)

*Bradley Dushkin, Planning and Development Services Director, made the staff presentation.*

**H. CONSENT AGENDA:**

*All items listed on the Consent Agenda were enacted by one motion. There was no separate discussion of these items and no items were removed from the Consent Agenda.*

- H.1** [Consider approval of minutes from the April 25, 2024 City Council meeting.](#)  
**H.2** [Consider a resolution authorizing the City Manager to issue a Purchase Order to Liquid Networkx for the purchase of FortiGate hardware and software.](#)  
**H.3** [Consider an ordinance amending Chapter 20-1, Code of Ordinances \(2018 Edition\), regarding library cards and fees and amending "Appendix A: Fees, Rates and Charges" to Code of Ordinances \(2018 Edition\) by repealing library fees. \(Second Reading\)](#)  
**H.4** [Consider an ordinance designating the intersection of Southeastern Trail and Hampton Lane as an all-way stop intersection. \(Second Reading\)](#)

**A motion was made by Council Member Ortega seconded by Council Member Montgomery to approve the Consent Agenda. The motion carried by the following vote:**

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

**Nays:** 0

**Absent:** 0

**I. RESOLUTIONS:**

- I.1** [Consider a resolution authorizing the Mayor to execute an Agreement with Dell Marketing, L.P. and a companion Participation and Purchase Agreement for the purchase of computer hardware and related software products.](#)

*Ramsey Saad, Information Technology Department 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  
Mayor Pro-Tem Baker  
Council Member Ly  
Council Member Flores  
Council Member Ortega  
Council Member Stevens  
Council Member Montgomery

**Nays:** 0

**Absent:** 0

- I.2** [Consider a resolution authorizing the Mayor to execute an Order Form with Amazon.Com Services LLC for Just Walk Out Services at the Round Rock Sports Center.](#)

*Even Sanders, Sports Management and Tourism Assistant Director made the staff presentation.*

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

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

**Nays:** 0

**Absent:** 0

- I.3** [Consider a resolution authorizing the Mayor to approve a Facade and Site Improvement Grant Agreement with Gattis Retail Investment Inc.](#)

*Joe Brehm, Community and Neighborhood 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  
Mayor Pro-Tem Baker  
Council Member Ly  
Council Member Flores  
Council Member Ortega  
Council Member Stevens  
Council Member Montgomery

**Nays:** 0

**Absent:** 0

- I.4** [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.1872 acre parcel from property owned by Weed Instrument Co. Inc., a Texas Corporation doing business as Ultra Electronics, Nuclear Sensors & Process Instrumentation required for the N. Mays Gap construction project.](#)

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

**Mayor Pro-Tem Baker made a motion 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 N. Mays Extension Project: a 0.1872-acre tract of land from property owned by Weed Instrument Co. Inc., a Texas Corporation doing business as Ultra Electronics, Nuclear Sensors & Process Instrumentation, as described in Exhibit A of the resolution. The motion was seconded by Council Member Flores. The motion passed by the following vote:**

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

**Nays:** 0

**Absent:** 0

- I.5** [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Austin Engineering Co., Inc. for the McNeil Road Extension Railroad Culverts Project.](#)

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

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

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

**Nays:** 0

**Absent:** 0

**I.6** [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended March 31, 2024.](#)

*Susan Morgan, CFO made the staff presentation.*

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

**Nays:** 0

**Absent:** 0

Mayor Morgan went out of agenda order and called Ordinance J.1 next. He then returned to regular agenda order with I.7.

**J.1** [Consider an ordinance adopting Amendment No. 1 to the FY 2023-2024 Operating Budget. \(First Reading\)\(Requires Two Readings\)](#)

*Susan Morgan, CFO made the staff presentation.*

**A motion was made by Council Member Ortega, seconded by Council Member Montgomery, to approve the first reading of the Ordinance. The motion passed by the following vote:**

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

**Nays:** 0

Absent: 0

- I.7 [Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 11.32 acres of land out of the George Keith Survey Abstract No. 371, located west of SH 130 and east of CR 118.](#)

*Bradley Dushkin, Planning and Development Services 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  
Mayor Pro-Tem Baker  
Council Member Ly  
Council Member Flores  
Council Member Ortega  
Council Member Stevens  
Council Member Montgomery

**Nays:** 0

**Absent:** 0

**J. ORDINANCES:**

- J.2 [Consider public testimony regarding, and an ordinance annexing 11.32 acres of land out of the George Keith Survey Abstract No 371, located west of SH 130 and east of CR 118.\(First Reading\)\\*](#)

*Bradley Dushkin, 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 first reading of the Ordinance. The motion passed by the following vote:**

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

**Nays:** 0

**Absent:** 0

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

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

**Nays:** 0

**Absent:** 0

**J.3** [Consider public testimony regarding, and an ordinance approving an amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow residential development on 11.324 acres located northwest of the intersection of SH 130 and CR 118. \(First Reading\)\\*](#)

*Bradley Dushkin, 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 Ortega, seconded by Council Member Ly, to approve the first reading of the Ordinance. The motion passed by the following vote:**

**Ayes:** 7 - Mayor Morgan  
Mayor Pro-Tem Baker  
Council Member Ly  
Council Member Flores  
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 Ly, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:**

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

**Nays:** 0

**Absent:** 0

**J.4**     [Consider public testimony regarding, and an ordinance zoning 11.324 acres located northwest of the intersection of SH 130 and CR 118 to the MF-2 \(Multifamily- Medium Density\) zoning district. \(First Reading\)\\*](#)

*Bradley Dushkin, 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 Ortega, seconded by Mayor Pro-Tem Baker, to approve the first reading of the Ordinance. The motion passed by the following vote:**

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

**Nays:** 0

**Absent:** 0

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

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

**Nays:** 0

**Absent:** 0

**J.5**     [Consider public testimony regarding, and an ordinance adopting the 2023 Edition of the National Electric Code and amending Zoning and Development Code, Chapter 8, Article X, Division 9, Sections 8-144 and 8-151, Code of Ordinances \(2018 Edition\). \(First Reading\).\\*](#)

*Bradley Dushkin, 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 Montgomery, to approve the first reading of the Ordinance. The motion passed by the following vote:**

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

**Nays:** 0

**Absent:** 0

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

**Nays:** 0

**Absent:** 0

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

**L. ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the meeting at 7:03 PM.*

*Respectfully submitted,*

*Meagan Spinks, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

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**Title:** Consider an ordinance adopting Amendment No. 1 to the FY 2023-2024 Operating Budget. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/9/2024

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A

**Department:** Finance

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### Text of Legislative File 2024-109

#### New General Fund Position and Updated Operating Costs

Due to operational changes to meet current needs established after the adoption of the FY 2023-24 budget, amendments totaling \$349,500 in additional personnel expenditures, and 1.8 additional FTE, are needed to maintain the existing service levels.

#### GENERAL FUND

##### Increase Personnel by \$277,500 and 0.8 FTE

##### PARC - Increase Expenses by \$277,500

Parks and Recreation experienced higher costs for all summer event programs throughout the summer of 2023. Some cost increases were identified and added to the FY 2023-24 base budget. However, based on public demand for programs, the FY 2023-24 budget for seasonal staff requires an additional \$225,000. The marketing and special events team currently includes three part-time employees (2.2 FTEs) whose duties have become equivalent full-time (3.0 FTEs). Each of the positions is already eligible to receive full benefits. Transition to full-time requires an increase for FY 2023-24 budget of \$52,500 and authorization to add 0.8 FTE.

#### SPORTS MANAGEMENT AND TOURISM

##### Increase Personnel by \$72,000

The Division Manager of Sports Facilities and Operations was created in January 2024 in the Sports Center Fund to reorganize staff to better develop and guide the construction of new facilities while maintaining the operations of the current facilities. The change requires an increase for FY 2023-24 budget of \$72,000

and authorization to add 1.0 FTE.

**Revenues**

**Overall Increase by \$349,500**

Within the General Fund, PARD program revenues and other fees have experienced a significant increase, which is reflected in the \$277,500 budget increase.

Within the Sports Center Fund, revenues have continued to exceed budget expectations, and the increase in cost of \$72,000 is offset by the increase in revenues.

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**ORDINANCE NO. O-2024-109**

**AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE  
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR  
FISCAL YEAR 2023-2024.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2023-2024 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

The City Clerk is directed to file a certified copy of this ordinance along with a true copy of the attached revised budget with the County Clerk of Williamson County, Texas.

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.

**READ** and **APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_,  
2024.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
MEAGAN SPINKS, City Clerk

## FY 2024 Budget Amendment No. 1 Line Item Increases and Funding Offsets

	Budget Amendment
<b>General Fund</b>	
<b>Revenues:</b>	
Park & Rec Program Revenues	277,500
<b>General Fund Total Revenues</b>	<u><u>277,500</u></u>
<b>Expenditures:</b>	
<i>Parks and Recreation</i>	
Personnel - seasonal staffing	225,000
Personnel - addition .8 FTE (conversion P/T to F/T)	52,500
<b>General Fund Total Expenditures</b>	<u><u>277,500</u></u>
<b>Budget Amendment - net effect</b>	<u><u>-</u></u>

<b>Sports Center Fund</b>	
<b>Revenues:</b>	
Sports League and Facility Use Revenues	72,000
<b>Sports Center Fund Total Revenues</b>	<u><u>72,000</u></u>
<b>Expenditures:</b>	
<i>Administration</i>	
1.0 FTE position Manager of Sports Facilities and Operations	72,000
<b>Sports Center Fund Total Expenditures</b>	<u><u>72,000</u></u>
<b>Budget Amendment - net effect</b>	<u><u>-</u></u>

<b>FY 2024 Authorized FTEs, Adopted</b>	<b>1174.850</b>
<b>* Budget Amendment</b>	<b>1.800</b>
<b>FY 2024 Authorized FTEs, Amended</b>	<u><u>1176.650</u></u>



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.3**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Pure Power Products, LLC for the purchase of reusable oil filters.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:** \$131,450.00

**Indexes:** General Fund

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

**Department:** General Services

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### Text of Legislative File 2024-124

The RFP solicitation was advertised and a total of 2 vendor responses were received. It has been determined that Pure Power Products, LLC offers the best value to the City, therefore the General Services department recommends the contract be awarded to Pure Power Products, LLC for reusable oil filters required to support City operations.

With this purchasing agreement, General Services will source reusable oil filters, for use on City Vehicles. This agreement with Pure Power Products, LLC, is in agreement with the terms and specifications of the City of Round Rock RFP no. 24-014.

These Lifetime oil filters will be installed on the city fleet in lieu of paper filters which require disposal and ultimately end up in a landfill. The initial cost will be higher than the paper filters, however the average ROI is about one vehicles life time. Each filter has a lifetime warranty. It's important to note that the warranty is for the filters lifetime and not the vehicles. Each filter is expected to last several vehicle lifetimes, making all future uses of these filters completely free of charge. With this purchase an oil filter washing machine will also be included, this machine will extract out all the oil residue in an environmentally friendly way.

This is a 60-Month Agreement.

**Cost:** \$131,450.00

**Source of Funds:** General Fund



**RESOLUTION NO. R-2024-124**

**WHEREAS**, the City of Round Rock (“City”) has duly sought proposals for the purchase of reusable oil filters; and

**WHEREAS**, Pure Power Products, LLC has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

**WHEREAS**, the City Council desires to enter into an agreement with Pure Power Products, LLC for reusable oil filters, 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 Reusable Oil Filters with Pure Power Products, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 23rd day of May, 2024.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF  
REUSABLE OIL FILTERS  
WITH  
PURE POWER PRODUCTS, LLC**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

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This Agreement is for the purchase of reusable oil filters and is referred to herein as the "Agreement." This Agreement is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2024, 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 PURE POWER PRODUCTS, LLC, whose offices are located at 549 Garcia Avenue, Suite F, Pittsburg, California 94565 referred to herein as "Services Provider." 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 reusable oil filters; and

**WHEREAS,** City has issued its "Request for Proposals" for the provision of said goods and services; and

**WHEREAS,** City has determined the proposal submitted by Services Provider provides the best value to the City; and

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

**NOW, THEREFORE, WITNESSETH:**

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

**1.0 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and 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 Request for Proposal, designated Solicitation Number 24-014 dated December 2023 ("RFP"); (b) Services Provider's Proposal; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Proposal;
- (3) City's Request for Proposals, Addenda, exhibits, and attachments.

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

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

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

E. **Services Provider** means Pure Power Products, LLC, or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

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

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

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

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

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

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

#### **4.0 ITEMS AWARDED; SCOPE OF WORK**

A. All items in “Attachment B – Cost Proposal Sheet” of Exhibit “A” are awarded to Services Provider.

B. Services Provider shall satisfactorily provide all services described in Exhibit “A,” attached hereto, within the contract term specified in Section 2.0. Services Provider’s undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

#### **5.0 COSTS**

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

B. The City shall is authorized to pay the Services Provider an amount not-to-exceed **One Hundred Thirty-One Thousand Four Hundred Fifty and No/100 Dollars (\$131,450.00)** for the term of this Agreement.

#### **6.0 INVOICES**

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

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

#### **7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City’s proposal, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider



from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

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

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

## **9.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider 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. 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). 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 Services Provider, 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 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
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.

## **10.0 GRATUITIES AND BRIBES**

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

## **11.0 TAXES**

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

## **12.0 INSURANCE**

Services Provider shall meet all City of Round Rock insurance requirements set forth in the RFP and on the City's website at:

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

## **13.0 CITY'S REPRESENTATIVE**

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

Marshall Reynolds  
Specification Writer, General Services Department  
212 Commerce Boulevard  
Round Rock, TX 78664  
(512) 218-5459  
[mreynolds@roundrocktexas.gov](mailto:mreynolds@roundrocktexas.gov)

## **14.0 RIGHT TO ASSURANCE**

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

## **15.0 DEFAULT**

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

Services Provider 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:

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

## **16.0 TERMINATION AND SUSPENSION**

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

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

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

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

## **17.0 INDEMNIFICATION**

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

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

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

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

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

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

## **19.0 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.

## **20.0 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 Services Provider:**

Pure Power Products, LLC  
549 Garcia Avenue, Suite F  
Pittsburg, CA 94565

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

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

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

**21.0 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.

**22.0 EXCLUSIVE AGREEMENT**

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

**23.0 DISPUTE RESOLUTION**

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

**24.0 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.

**25.0 MISCELLANEOUS PROVISIONS**

A. **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.

**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 Services Provider'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 Services Provider have executed this Agreement on the dates indicated.

**Pure Power Products, LLC**

By: Brandon Prater  
Printed Name: Brandon Prater  
Title: Owner  
Date Signed: 3/22/24

**City of Round Rock, Texas**

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

**For City, Attest:**

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

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

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



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

**REQUEST FOR PROPOSAL (RFP)**

**REUSABLE AUTOMOTIVE OIL FILTER SYSTEM**

**SOLICITATION NUMBER 24-014**

**DECEMBER 2023**



# Exhibit "A"

City of Round Rock  
Reusable Automotive Oil Filter System  
RFP No. 24-014  
Commodity Code: 060-42  
DECEMBER 2023

## REUSABLE AUTOMOTIVE OIL FILTER SYSTEM PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in manufacturing and providing reusable automobile oil filter systems. The City is looking to transition its fleet over to reusable and cleanable automobile oil filters. The City projects this will save money over time and presents a more environmentally friendly approach to fleet maintenance. The City fleet has over 400 Ford Vehicles and over 80 Chevrolet vehicles.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-7
Part IV – Scope of Work	Page(s) 8-9
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 10-12
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Proposal Submittal Form	Separate Attachment

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

EVENT	DATE
Solicitation released	December 20, 2024
Deadline for submission of questions	January 9, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approx January 11, 2024 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>January 23, 2024 @ 3:00 PM, CST</b>

All questions regarding the solicitation shall be submitted through Bonfire 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://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://roundrocktexas.bonfirehub.com> 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.

# Exhibit "A"

City of Round Rock  
Reusable Automotive Oil Filter System  
RFP No. 24-014  
Commodity Code: 060-42  
DECEMBER 2023

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
  - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
  - B. No paper or submittals outside of Bonfire will be accepted by the City.
  - C. Responses cannot be altered or amended after digital opening.
  - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

  - A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
  - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
    - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
    - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

## Exhibit "A"

City of Round Rock  
Reusable Automotive Oil Filter System  
RFP No. 24-014  
Commodity Code: 060-42  
DECEMBER 2023

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

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

## Exhibit "A"

City of Round Rock  
Reusable Automotive Oil Filter System  
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DECEMBER 2023

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

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

### PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing reusable automotive filter systems as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in selling and manufacturing reusable automotive oil filter systems.
4. **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.
5. **PRICE INCREASE:** Contract prices for reusable automotive oil filter system shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
  - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
  - B. **Procedure to Request Increase:**
    - i. Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a 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.

# Exhibit "A"

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

6. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
7. **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.
8. **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://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
9. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
  - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
  - B. **The City's designated representative:** The City's designated representative shall be:  
Marshall Reynolds  
General Services  
Phone: 512-218-5571  
E-mail: [Mreynolds@roundrocktexas.gov](mailto:Mreynolds@roundrocktexas.gov)
  - C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**
10. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
  - A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
  - B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
  - C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
  - D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
11. **INTERLOCAL PURCHASING AGREEMENTS:**
  - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
  - B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
  - C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

## PART IV SPECIFICATIONS

1. **PURPOSE AND BACKGROUND:** The purpose of this contract is for the City of Round Rock to transition its fleet over to reusable and cleanable automobile oil filters. The City projects this will save money over time and presents a more environmentally friendly approach to fleet maintenance. The City fleet has over 400 Ford Vehicles and over 80 Chevrolet vehicles.

The following specifications are the City's preferred qualities based on research and experience. The City will consider alternate specifications that will meet the goals of the contract and the City.

2. **FILTER SPECIFICATIONS:** A complete filter with a simple design to include an adaptor plate, housing, filter element, and bypass valve. The filter must be easily disassembled and reassembled for cleaning with no tools required.

A. Cannister (Body):

- i. Made of one-piece machined billet-aluminum
- ii. Minimum 1,000 psi burst rating
- iii. Sealed with reusable Viton ® O-Ring (or comparable)

B. Element:

- i. Single element filter design
- ii. Filtration rating of 20 microns or less
- iii. Double woven T304 or better stainless-steel filter media
- iv. Contain neodymium or similar magnets to attract fragments under 20 microns

C. Relief valve:

- i. Machined billet-aluminum with stainless steel spring, ball, and seat
- ii. Sealed with reusable Viton ® O-Ring (or comparable)

D. Block adapter:

- i. Made of one-piece billet-aluminum
- ii. Sealed with reusable Viton ® O-Ring (or comparable)

3. **CLEANING SPECIFICATIONS:** A self-contained high pressure automated filter element cleaning machine and water reservoir. The machine with multiple dynamic element cleaning heads plus a cleaning wand to wash external filter components. Capable of cleaning multiple elements of different sizes simultaneously.

A. Cleaning medium: The City prefers a cleaning process that:

- i. Uses only hot water to clean filters
- ii. Does not require cleaning chemicals
- iii. All water used to clean the filters be filtered and returned to the reservoir for re-use

B. Cleaning Power:

- i. Power requirement not to exceed three phase 240V AC
- ii. Minimum of 3,000 psi hot water to wash the filter element

C. Water Reservoir:

- i. Self-contained water reservoir with float level

D. Oil skimmer:

- i. Reservoir-mounted automated oil skimmer
- ii. Collects waste contaminates removed from the filters during the wash process
- iii. Collected contaminates are easily removed for disposal

## Exhibit "A"

City of Round Rock  
Reusable Automotive Oil Filter System  
RFP No. 24-014  
Commodity Code: 060-42  
DECEMBER 2023

4. **WARRANTY:** The City would prefer filters with a lifetime warranty but will consider other durations. All goods shall be warranted against defects in material and workmanship. The Respondent shall furnish a copy of the manufacturer's warranty with their proposal for evaluation purposes.
5. **CITY RESPONSIBILITIES:** The City will-
  - A. Provide a single point of contact for the Contractor to coordinate deliveries
  - B. Provide water, power and air for any washing machine installations
  - C. Provide the Contractor with a City PO number prior to the shipment of any materials for reference on the delivery order and invoice.
  - D. Contact the Contractor by e-mail or telephone to place an order for parts. The request will include the part numbers, parts description, delivery requirements, and a unique delivery/purchase order number.
  - E. Provide associated work order to the Contractor to ensure warranty claims are made within acceptable time frames.



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

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:  
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

**Proposal Submittal Instructions:** The Respondent shall include all of the following documents in their response-

- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Proposal Submittal Form
- ☐ Acknowledged Addenda (if applicable)
- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- ☐ Segment requirements listed below.
- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

**3. EVALUATION CRITERIA:**

**A. Segment 1 – Respondent's Solution and Warranty**

- i. Reusable Automobile Filter Solution: Define in detail how your solution meets or exceeds the goals of the City presented in the Specifications of this request for proposal. Provide all details as required in the Specifications and any additional information you deem necessary to evaluate your proposal.
- ii. Product Warranty: Describe your product warranty and how it helps the City accomplish its goals. Include your warranty process for replacements, repairs, etc. Include a copy of your warranty with your submission.

**B. Segment 2 – Company Work Experience and Personnel**

- i. Prior Experience: State the number of years the Respondent company has been providing the products and services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

# Exhibit "A"

City of Round Rock  
Reusable Automotive Oil Filter System  
RFP No. 24-014  
Commodity Code: 060-42  
DECEMBER 2023

- ii. Contractors' past performance with the City may be evaluated.
- iii. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- C. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated. Please include:
  - i. Costing for 500 reusable oil filters for 5.0L gasoline engine vehicles or smaller
  - ii. Reusable Oil Filter Cleaning Machine(s)
  - iii. Reusable Oil Filter Cleaning Machine Installation
  - iv. Training for Round Rock employees on cleaning machine operation
  - v. Any additional costs associated with your solution
  - vi. Total (not to exceed) Cost

In addition to the above, please include your cost catalog or pricing matrix for the City to use for future orders or needs. This will not be evaluated but will become part of the contract.

**4. EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

- |   |               |
|---|---------------|
| A. Evaluation Criteria:                             | Weights:      |
| • Respondent's Solution and Warranty (Segment 1)    | 50 pts        |
| • Company Work Experience and Personnel (Segment 2) | 10 pts        |
| • <u>Cost Proposal (Segment 3)</u>                  | <u>40 pts</u> |
| Maximum Weight:                                     | 100 pts       |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
  - C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
  - D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
  - E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
  - F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
  - G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

City of Round Rock  
Reusable Automotive Oil Filter System  
RFP No. 24-014  
Commodity Code: 060-42  
DECEMBER 2023

## 5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

## 6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

# Exhibit "A"

## ATTACHMENT A REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 24-014

RESPONDENT'S NAME: Brandon Prater

DATE: 2/15/24

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

- |    |                       |   |                      |
|----|-----------------------|---|----------------------|
| 1. | Company's Name        | <u>Town of Westminster</u>  |                      |
|    | Name of Contact       | <u>Veronica Johnson</u>   |                      |
|    | Title of Contact      | <u>Management Analyst</u>   |                      |
|    | <b>E-Mail Address</b> | <u>vejohanson@westminster-ca.gov</u>  |                      |
|    | Present Address       | <u>8200 Westminster Blvd</u>  |                      |
|    | City, State, Zip Code | <u>Westminster, California 92683</u>  |                      |
|    | Telephone Number      | <u>(714) 548-3243</u>   | Fax Number: (      ) |
|    |                       |   |                      |
| 2. | Company's Name        | <u>County of San Luis Obispo</u>  |                      |
|    | Name of Contact       | <u>Christopher Lopez</u>  |                      |
|    | Title of Contact      | <u>Central Services Director</u>  |                      |
|    | <b>E-Mail Address</b> | <u>Fleet_services@co.slo.ca.us</u>  |                      |
|    | Present Address       | <u>1055 Monterey Street</u>   |                      |
|    | City, State, Zip Code | <u>San Luis Obispo, CA 93408</u>  |                      |
|    | Telephone Number      | <u>( 805 ) 781-5120</u>   | Fax Number: (      ) |
|    |                       |   |                      |
| 3. | Company's Name        | <u>Culver City</u>  |                      |
|    | Name of Contact       | <u>Dia Turner</u>   |                      |
|    | Title of Contact      | <u></u>   |                      |
|    | <b>E-Mail Address</b> | <u><a href="mailto:dia.turner@culvercity.org">dia.turner@culvercity.org</a></u>                                     |                      |
|    | Present Address       | <u>4343 Duquesne Avenue</u>   |                      |
|    | City, State, Zip Code | <u>Culver City, CA 90232</u>  |                      |
|    | Telephone Number      | <u><a href="tel:3102536500">(310) 253-6500</a> <a href="tel:3102536540">(310) 253-6540</a> Fax Number: (      )</u> |                      |

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

## SOLICITATION SUBMITTAL FORM AND EXECUTION

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.**

**By signature hereon, the Respondent certifies that:**

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

**RESPONDENT (COMPANY):** PURE POWER PRODUCTS LLC

**SIGNATURE (INK/DIGITAL):**



**NAME (TYPED/PRINTED):** Brandon Prater

**TITLE:** Owner

**DATE:** 1/18/24

**STREET:** 549 Garcia Ave

**CITY/STATE/ZIP:** Pittsburg CA 94565

**TELEPHONE & FAX NO.:** 925-664-3794

**E-MAIL ADDRESS:** Brandon.prater@gppurepower.com

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** 99-0547065

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

# Exhibit "A"

Pure Power Products LLC

549 Garcia Ave, Suite F

Pittsburg, CA 94565

Brandon.prater@gopurepower.com

**Bill to**

City of Round Rock

901 Luther Peterson Place

Round Rock, TX 78665 USA

**Ship to**

City of Round Rock

901 Luther Peterson Place

Round Rock, TX 78665 USA

**Cost details**

**Estimate date:**

**Cost sheet no.: 1116**

1/17/2024

Product or service Amount

1. PP-8400 Series 500 units × \$240.00 per filter

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PP-8400 Series for your fleet will include the following filters: PP8431, PP8431-X, PP8433, PP8433-X, PP8435, PP8440, PP8451-L.

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2. Pure Power large Fleet cleaning Machine included with a minimum order of 500 filters.

3. Cleaning Machine Installation on Site \$5,000.00.

This includes full service of installation of cleaning machine. 2 days for set up and installation for one Pure Power Technician.

*Requirements: Must have Air and Water set up and installed prior to appointment.*

4. Training at site of Round Rock facility included.

Will train up to 2 outside technicians how to use and install the Industrial Washing Machine.

5. Additional Elements - 50 units × \$65.00.

**NOTE**

Each additional Filter listed above can be purchased at \$160/per unit

Each additional element can be purchased at \$65/per unit

Payment terms – 50% due upon order, 25% upon shipment net 30 after installation and training is completed.

**TOTAL:**

Total of goods \$128,250.00

Freight - \$3200

Total Cost not to exceed - \$131,450



# Scoring Summary

## Active Submissions

	Total	Responsiveness Check	Segment 1 – Respondent’s Solution and Warranty	Segment 2 - Company Work Experience and Personnel	Segment 3 -Cost Proposal
Supplier	/ 100 pts	Pass/Fail	/ 50 pts	/ 10 pts	/ 40 pts
Pure Power Products LLC	58.89 pts	Pass	41.67 pts	8 pts	9.222 pts (\$131,450.00)
Hubb Filters Inc	58.33 pts	Pass	15 pts	3.333 pts	40 pts (\$30,306.00)

# 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

Certificate Number:  
2024-1138056

Date Filed:  
03/22/2024

Date Acknowledged:

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

Pure Power Products LLC  
Pittsburg, CA United States

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

City of Round Rock

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

RFP No. 24-014  
reusable oil filters

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Brandon Prater, and my date of birth is [REDACTED].

My address is 131 Manzanillo Way, Brantwood, Ca, 94513, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Contra Costa County, State of Ca, on the 25 day of 3, 20 24.  
(month) (year)

B. Prater

Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Pure Power Products LLC  
Pittsburg, CA United States

**Certificate Number:**  
2024-1138056

**Date Filed:**  
03/22/2024

**Date Acknowledged:**  
03/25/2024

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

City of Round Rock

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

RFP No. 24-014  
reusable oil filters

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.4**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2024 financial and compliance audit.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:** Susan Morgan, CFO

**Cost:** \$557,210.00

**Indexes:** General & Utility Funds

**Attachments:** Resolution, Exhibit A

**Department:** Finance

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### Text of Legislative File 2024-118

The City's charter requires an annual audit of the financial records to be performed by an independent certified public accountant. The objective of the audit includes: expressing an opinion as to whether the City's financial statements are fairly presented in accordance with generally accepted accounting principles; evaluating and reporting on the City's internal controls related to the financial statements and providing an opinion on the City's compliance with laws and regulations associated with Uniform Guidance which is related to federal grants the City receives. In addition to audit work, the firm also assists the City with the preparation of the City's Annual Comprehensive Financial Report.

The audit provides an independent examination of financial records, activities and operations to assess internal control practices, compliance with regulations, grant terms, bond covenants, contractual requirements and fairness of the presentation of the financial information.

The firm also provides valuable ideas and observations intended to help achieve the City's objectives in maintaining adequate financial controls, policies, and procedures.

This will be the second year of a five-year agreement for these services. The estimated fees for year 2 of this agreement are \$108,050. Total estimated cost for the five-year term is \$557,210.

The estimated fees per year remaining under this agreement is as follows:

<b>Fiscal Year</b>	<b>Estimated Fees</b>
2024 (year 2)	\$108,050
2025 (year 3)	\$111,340
2026 (year 4)	\$114,630
2027 (year 5)	\$118,190

***Cost:*** \$557,210

***Source of Funds:*** General Fund and Utility Fund

**RESOLUTION NO. R-2024-118**

**WHEREAS**, it is necessary for the City of Round Rock (“City”) to conduct an annual audit of the City’s financial records; and

**WHEREAS**, the accounting firm of Whitley Penn, LLP has submitted an engagement letter to provide said audit for the fiscal year ending September 30, 2024; and

**WHEREAS**, the City Council wishes to enter into said engagement letter with Whitley Penn, LLP, 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 engagement letter with Whitley Penn, LLP to conduct said audit, 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 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

April 10, 2024

To the Honorable Mayor, the Members of  
City Council, and the City Manager  
221 East Main Street  
Round Rock, Texas 78664

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Round Rock, Texas (the "City"), as of September 30, 2024 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the City's compliance over major federal award programs for the year ended September 30, 2024.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis,
- 2) Schedule of Changes in the Net Liability and Related Ratios (Pension and Other Post-Employment Benefits), and
- 3) Schedule of Contributions (Pension and Other Post-Employment Benefits).

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements and Schedules, and
- 2) Schedule of Expenditures of Federal Awards.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section and
- 2) Statistical Section.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### **Auditor Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *in accordance with Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances.

The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;



- c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  - 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  - 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  - 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
  - 20. For the accuracy and completeness of all information provided;
  - 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  - 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information (including the schedule of expenditures of federal awards) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria such as the Uniform Guidance, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

#### **Nonattest Services**

Nonattest services could include assistance with the preparation of the data collection form and its submission to the Federal Audit Clearinghouse. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. We will perform the services in accordance with applicable professional standards, including *Governmental Auditing Standards*.

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

### **Fees and Timing**

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July 2024
Inventory observation (for material balances)	September 30, 2024 or agreed upon date
Perform year-end audit procedures	November/December 2024
Issue audit reports	February 2025

We anticipate meeting these deadlines barring any delays.

Patrick Simmons, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$108,050. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. Our fee estimates are based on the assumption that we will be able to obtain internal control reports from the District's payroll service provider (where necessary), more commonly referred to as a SOC 1 Report and that we will be able to place reliance on these reports for internal control purposes in conjunction with the internal controls present in the administration of the District. Any weaknesses noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.

3. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
4. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
5. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn agree not to demand a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Williamson County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

#### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least 7 years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Austin, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Round Rock, Texas by:

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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



CliftonLarsonAllen LLP  
CLAAconnect.com

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.

Whitley Penn LLP  
Page 2

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

**CliftonLarsonAllen LLP**

Phoenix, Arizona  
October 6, 2021





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** G.5

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract with FarrWest Environmental Supply, Inc. for the purchase of highway safety and traffic control products.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:** Shane Glaiser, Fire Chief

**Cost:** \$135,000.00

**Indexes:** General Fund

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

**Department:** Fire Department

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### **Text of Legislative File 2024-119**

This Round Rock Fire Department is seeking approval to enter a contract with FarrWest Environmental Supply, Inc. FarrWest Environmental is a supplier of roadway safety products, fire equipment, and hazardous materials air monitoring equipment. The contract is for 3 years with a not-to-exceed amount of \$135,000.

**Cost:** \$135,000.00

**Source of Funds:** General Fund

## **RESOLUTION NO. R-2024-119**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase highway safety and traffic control 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**, Farrwest Environmental Supply, Inc. is an approved vendor of Buy Board; and

**WHEREAS**, the City desires to purchase said goods and services from Farrwest Environmental Supply, Inc. through Buy Board Contract No. 703-23, 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 Highway Safety and Traffic Control Products with Farrwest Environmental Supply, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 23rd day of May, 2024.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF  
HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS  
WITH  
FARRWEST ENVIRONMENTAL SUPPLY, INC.**

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

This Agreement is for the purchase of highway safety and traffic control products, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2024, 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 FARRWEST ENVIRONMENTAL SUPPLY, INC., whose offices are located at 108 Commercial Place, Schertz, Texas 78154 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 highway safety and traffic control 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 #703-23; 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:

## **1.0 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 and Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Vendor** means Farrwest Environmental Supply, 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.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

## **3.0 SCOPE OF WORK**

A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached Exhibit "A," incorporated herein by reference for all purposes

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 herein and referenced 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 pursuant to the pricing terms set forth in Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **One Hundred Thirty-Five and No/100 Dollars (\$135,000.00)** 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 affect 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](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:

Jennifer Patton  
Administrative Manager  
Fire Department  
203 Commerce Boulevard  
Round Rock, TX 78664  
(512) 218-3296  
[ipatton@roundrocktexas.gov](mailto:ipatton@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:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

2. 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 Chapter 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 Chapter 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:**

Farrwest Environmental Supply, Inc.  
108 Commercial Place  
Schertz, TX 78154

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

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

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

## **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.

**Farrwest Environmental Supply, Inc.**

By:   
Printed Name:      Matt Meyer       
Title:      Sales Manager       
Date Signed:      4/24/24     

**City of Round Rock, Texas**

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

**For City, Attest:**

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

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

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

**1 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  5%

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".

AEMC Instruments

**Alternate 1****Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  10%  20%

**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".

Bayco Products

**Alternate 2****Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  20%

EXHIBIT "A"

Item Attributes

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

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

Code 3

Alternate 3

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5% 4%

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".

Drone Nerds

Alternate 4

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

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".

Dupont

Alternate 5

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

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".

Edwards & Cromwell

Alternate 6

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15% 20%



EXHIBIT "A"

Item Attributes

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

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

Federal Signal

Alternate 7

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

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".

FLIR Drone & Robots

Alternate 8

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15% 20%

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".

Go Rhino

Alternate 9

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 18%

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".

Haix Fire

Alternate 10

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15% 20%

EXHIBIT "A"

Item Attributes

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

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

Havis

Alternate 11

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

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".

Kappler

Alternate 12

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

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".

Lund

Alternate 13

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

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".

MPH Industries

Alternate 14

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%



EXHIBIT "A"

**Item Attributes**

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

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

Nanuk

**Alternate 15**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

**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".

NRS

**Alternate 16**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

**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".

Plastix Plus

**Alternate 17**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

**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".

PMI

**Alternate 18**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%



EXHIBIT "A"

Item Attributes

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

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

Pro-Gard

Alternate 19

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

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".

Putco

Alternate 20

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

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".

Rigid

Alternate 21

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

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".

Sensit

Alternate 22

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

EXHIBIT "A"

Item Attributes

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

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

Slidemaster

Alternate 23

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

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".

Streamlight

Alternate 24

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

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".

Tingley

Alternate 25

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15% 20%

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".

Troy Products

Alternate 26

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%



EXHIBIT "A"

**Item Attributes**

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

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

TrueNorth

**Alternate 27**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

**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".

Westin

**Alternate 28**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

**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".

Whelen

**Alternate 29**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

**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".

Wiley-X

**Alternate 30**

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

EXHIBIT "A"

Item Attributes

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

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

Farrwest

Alternate 31

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

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".

Stalker Radar

2 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment. 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

**3 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Pavement Marking Supplies and Equipment. **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



EXHIBIT "A"

4 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Delineation Products and Object Markers**. **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

**5 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Road Signs, Posts, and Hardware. **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

**6 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Fire Hydrants and Accessories**. **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



**7 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground). **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

**8 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems). **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 I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways**. **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

1  
0**Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways**. **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



**1 1 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization (granular, liquid, and/or chemical based). **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

**1 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  5%

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".

AEMC Instruments

**Alternate 1****Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  3%

**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".

Blackline Safety

**Alternate 2****Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  11%

**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".

Drager Gas Detection

**Alternate 3**Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 25%

**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".

Drager SCBA

**Alternate 4**Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

**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".

Dupont

**Alternate 5**Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

**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".

Edwards & Cromwell

**Alternate 6**Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%



# EXHIBIT "A"

## Item Attributes

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

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

Firstline Technology

## Alternate 7

### Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 18%

## 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".

Haix Fire

## Alternate 8

### Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 9%

## 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".

Kappler

## Alternate 9

### Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

## Item Attributes

Accessories 7%

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

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

RAE Systems - Portables

## Alternate 10

### Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 4%

Accessories 7%



**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".

RAE Systems - Wireless

**Alternate 11****Section I: Equipment, Products, and Supplies**

**Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

**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".

Sensit

**Alternate 12****Section I: Equipment, Products, and Supplies**

**Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 8%

**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".

FLIR TIC's

**Alternate 13****Section I: Equipment, Products, and Supplies**

**Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 4% + 2%

**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".

Thermo Radiation

**Alternate 14****Section I: Equipment, Products, and Supplies**

**Discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 12%

EXHIBIT "A"

Item Attributes

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

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

Tingley Rubber

**1**  
**3** **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered). **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

1  
4**Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control 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:

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- 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



EXHIBIT "A"

**1  
5** Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems**. **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

**1  
6** Section II: Installation and Repair Service

**Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$95.00 Total: \$95.00

**1  
7** Section II: Installation and Repair Service

**Hourly Labor Rate for Weed Control Service for Roads and Highways** - Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.

Quantity: 1 UOM: Hourly Labor Rate

**No Bid**

**Response Total: \$95.00**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

FarrWest Environmental Supply, Inc.  
Schertz, TX United States

**Certificate Number:**  
2024-1151834

**Date Filed:**  
04/24/2024

**Date Acknowledged:**

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

City of Round Rock

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

00000  
Highway safety and traffic control products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Adams, Eileen	Schertz, TX United States	X	
	Farr, James	Schertz, TX United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is Travis Brown, and my date of birth is [REDACTED].

My address is 108 Commercial Place, Schertz, TX, 78154, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Guadalupe County, State of Texas, on the 24 day of April, 2024.  
(month) (year)

*Travis Brown*

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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City of Round Rock

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00000  
Highway safety and traffic control products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Adams, Eileen	Schertz, TX United States	X	
	Farr, James	Schertz, TX United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.1**

---

**Title:** Consider a resolution declaring that the Charter Amendments from the City of Round Rock's General and Special Election held on May 4, 2024 are adopted.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:** Stephanie Sandre

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** City Attorney's Office

---

### Text of Legislative File 2024-117

The City proposed two Charter Amendments at the May 4, 2024 Election. Both Charter Amendments passed. This Resolution declares them adopted and will be sent to Municode for the Amendments to be reflected in the publication of the City's Charter.

**RESOLUTION NO. R-2024-117**

**RESOLUTION DECLARING THAT CHARTER AMENDMENTS  
FROM THE CITY OF ROUND ROCK'S GENERAL AND  
SPECIAL ELECTION OF MAY 4, 2024 ARE ADOPTED**

**WHEREAS**, the City Council of the City of Round Rock ordered a general and special election to be held May 4, 2024 for, among other purposes, submission to voters of certain proposed amendments to the Home Rule Charter of the City; and

**WHEREAS**, lawful canvass and declaration of results of said election was made on May 15, 2024 in accordance with Chapter 67 of the Texas Election Code;

**WHEREAS**, the Council now wishes to ratify such results in accordance with Texas Local Government Code, Section 9.005(b).

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

1. That the City Council officially finds and determines that the following votes were cast by the resident, qualified electors of the City who voted at the election held for the purpose of submitting to voters certain proposed amendments to the Home Rule Charter of the City:

---

**PROPOSITION A**

**AMENDMENT TO THE HOME RULE CHARTER OF THE CITY OF ROUND  
ROCK, TEXAS, TO CLARIFY THE TYPES OF MUNICIPAL COURT  
PROCEEDINGS; THE DESIGNATION OF THE REQUIREMENTS OF  
MUNICIPAL COURT JUDGES; AND THE USE OF COSTS AND FINES  
IMPOSED BY MUNICIPAL COURT.**

Total Votes Received

Yes, the above described Charter amendment shall be adopted	<u>2544</u> votes
No, the above described Charter amendment shall not be adopted	<u>382</u> votes

---

**PROPOSITION B**

**AMENDMENT TO THE HOME RULE CHARTER OF THE CITY OF ROUND  
ROCK, TEXAS, TO ALLOW CITY STAFF TO BE DELEGATED THE ABILITY  
TO APPROVE, APPROVE WITH CONDITIONS, OR DISAPPROVE A PLAT AS**



**NOW PERMITTED BY SECTION 212.0065(A) OF THE TEXAS LOCAL GOVERNMENT CODE.**

Total Votes Received

Yes, the above described Charter amendment shall be adopted	<u>2044</u> votes
No, the above described Charter amendment shall not be adopted	<u>856</u> votes

---

2. That the City Council officially finds, determines and declares the result of the election to be that **all propositions passed**, and declares that all charter amendments are adopted in accordance with Texas Local Government Code, Section 9.005(b).

3. That the Charter shall be amended as set forth in the Amendments attached as Exhibit “A” and incorporated herein by reference for all purposes.

4. That the provisions of this Resolution are severable; and in case any one or more of the provisions hereof or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Resolution nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

5. That 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 in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

**RESOLVED** on this the 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

## EXHIBIT "A"

### Amendment No. 1

#### Sec. 4.03. - Municipal Court.

- (a) There shall be established and maintained a court, designated as a "Municipal Court" for the trial of misdemeanor offenses and civil proceedings, with all such powers and duties as are now, or may hereafter be prescribed by laws of the state of Texas relative to municipal courts.
- (b) The presiding judge of said court shall be appointed by the City Council to serve at the discretion of the City Council. The judge shall be an attorney licensed and practicing in the state of Texas and shall receive such salary compensation as may be fixed by the City Council.
- (c) There shall be a clerk of said court appointed by the City Manager.
- (d) The clerk of said court and deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts usual, and necessary to be performed, by the clerks of courts, in issuing process of said courts, and conducting the business thereof.
- (e) The City Council shall have the power to create and appoint additional associate judges as provided by law. Such associate judges shall be an attorney licensed and practicing in the state of Texas and shall receive such compensation as may be fixed by the City Council.
- (f) All costs and fines imposed by the Municipal Court and not required to be paid to the state shall be paid into the City Treasury for the use and benefit of the City, subject to the state laws on the use thereof.

### Amendment No. 2

#### Sec. 12.04. - Planning and Zoning Commission.

There shall be a City Planning and Zoning Commission which shall consist of nine (9) members serving two (2) year terms which the City Council shall establish by ordinance.

The Commission shall have the power and be required to:

- (1) be responsible to and act as an advisory body to the City Council;
- (2) recommend to the City Council for its action an official zoning map and recommend any changes to the map; and
- ~~(3) study plats and plans of proposed subdivisions and insure that all plats and plans conform to the City's subdivision and development ordinances; and~~
- ~~(4)~~ perform such other functions as may be duly delegated to them from time to time by the City Council or required by law.



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.2

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**Title:** Consider a resolution authorizing the City Manager to issue a Purchase Order to Xybix Systems, Inc. for dispatch consoles for the Police Department.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:** \$219,813.58

**Indexes:** General Fund

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

**Department:** Police Department

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### Text of Legislative File 2024-120

This proposed purchase is part of the larger new budget program for "Dispatch Equipment" approved by City Council during the FY 2024 City budget process. This purchase is for the replacement of dispatch console furniture in the Communications Center. Since that original furniture was purchased sixteen years ago, dispatcher furniture has become more ergonomic and is designed to reduce eye strain and repetitive motion injuries by dispatchers. Portions of the existing furniture will be re-purposed into a dispatch overflow room for emergencies and discrete operations. Pricing for this PO was obtained through the HGAC cooperative.

**Cost:** \$219,813.58

**Source of Funds:** General Fund

**RESOLUTION NO. R-2024-120**

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

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

**WHEREAS**, Xybix Systems, Inc. is an approved vendor of HGAC pursuant to Contract #EC07-23; and

**WHEREAS**, the City wishes to issue a purchase order to Xybix Systems, Inc. for dispatch consoles for the Police Department, 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 Xybix Systems, Inc. for the purchase of dispatch consoles for the Police Department.

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

**RESOLVED** this 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 33547

Quote Date: 2/1/2024  
Revision: C  
Orig Create Date: 2/1/2024  
Expires: 6/1/2024  
Opp #: 0022908

Quote

Terms: 1% 20 Days, NET 30 Days

Page: 1 of 4

<b>QUOTE TO:</b> Acct: ROUROCROTX  Round Rock Police Department 2701 N Mayes Round Rock TX 78664-3227  Phone: Email:	<b>SHIP TO:</b> Round Rock Police Department 2701 N Mays St Round Rock, TX 78665 USA  Salesperson: KAYLA BUTLER Phone: (214) 727-1681 Email: kaylab@xybix.com
--	---

HGAC Contract # EC07-23  
Product Line: Eagle Line W/ AXYS  
Install Type: Live Cutover  
Tax Exempt  
\* OPTIONAL Premium 10 Year Warranty  
\* Extended Expiration Date to June

02.01.2024: R11 - WS1 & 5 to mirror SUP layout - extend return for MP; Add axys - no Arc; Remove: Cup Holders; 6'6" from Plan N wall. MND  
01.23.2024: Update expiration. MND  
11.24.2023: R10 - MND

OPTIONAL ITEMS:  
Please note that Optional Items are not included in the total price.  
Please contact Xybix to have any Optional Items included in the final price.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 176.5 LF @ \$388.00/LF  Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$68,482.00	51.00 %	\$33,556.18	\$33,556.18
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 72L x 72R - Cable Management Included	2	4.00 EA	\$2,999.00	51.00 %	\$1,469.51	\$5,878.04
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 84W x 44D - Cable Management Included	3	8.00 EA	\$2,037.00	51.00 %	\$998.13	\$7,985.04
3.00	15701	L4 Table Base	4	8.00 EA	\$7,378.00	51.00 %	\$3,615.22	\$28,921.76
3.01	15844	L5S Table Base for 72X72 Corner Worksurface	5	4.00 EA	\$9,128.00	51.00 %	\$4,472.72	\$17,890.88

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 33547

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Quote

Terms: 1% 20 Days, NET 30 Days

Page: 2 of 4

Line	Part Num	Desc		Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 72L x 72R	7	4.00	EA	\$4,443.00	51.00 %	\$2,177.07	\$8,708.28
		16674 - Std VESA Mount Qty = 4 Total: \$1,656.00 - OPEN MARKET							
4.01	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 84W x 44D	8	8.00	EA	\$4,443.00	51.00 %	\$2,177.07	\$17,416.56
		16674 - Std VESA Mount Qty = 4 Total: \$1,656.00 - OPEN MARKET							
5.00	13074	Cable, TBD	9	48.00	EA	\$124.00	51.00 %	\$60.76	\$2,916.48
5.01	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	10	12.00	EA	\$841.00	51.00 %	\$412.09	\$4,945.08
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	11	12.00	EA	\$185.00	51.00 %	\$90.65	\$1,087.80
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	12	12.00	EA	\$185.00	51.00 %	\$90.65	\$1,087.80
6.02	14976	6 Outlet Power Strip 25'	13	8.00	EA	\$196.00	51.00 %	\$96.04	\$768.32
7.00	16708.	Axys Control System with Fan Base Price: \$2,121.00 16707AXS - Heat - \$675.00 16709AXS - Task Lights - \$270.00 16711AXS - Footwell Lighting - \$259.00 16712AXS - Down Bias Lighting - \$159.00	14	12.00	EA	\$3,484.00	51.00 %	\$1,707.16	\$20,485.92
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black	20	12.00	EA	\$364.00	51.00 %	\$178.36	\$2,140.32
10.00	12033-3D-FT.	Flip Top Return Worksurface - 18Wx36D	21	4.00	EA	\$782.00	51.00 %	\$383.18	\$1,532.72
10.01	12033-3D-FT.	Flip Top Return Worksurface - 18Wx44D	22	8.00	EA	\$782.00	51.00 %	\$383.18	\$3,065.44
10.02	12033-3D.	Return Worksurface - 21.25Wx44D	23	6.00	EA	\$782.00	51.00 %	\$383.18	\$2,299.08
10.03	12033-3D.	Return Worksurface - 21.25Wx44D, Left	24	1.00	EA	\$782.00	51.00 %	\$383.18	\$383.18
10.04	12033-3D.	Return Worksurface - 21.25Wx44D, Right	25	1.00	EA	\$782.00	51.00 %	\$383.18	\$383.18
10.05	12033-3D.	Return Worksurface - 39.25Wx44D, Left	26	1.00	EA	\$782.00	51.00 %	\$383.18	\$383.18

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 33547  
Quote Date: 2/1/2024  
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Quote

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Page: 3 of 4

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.06	12033-3D.	Return Worksurface - 39.25Wx44D, Right	27	1.00 EA	\$782.00	51.00 %	\$383.18	\$383.18
11.00	16209	Cable Bridge Corner Angled Left Side	28	4.00 EA	\$289.00	51.00 %	\$141.61	\$566.44
11.01	16210	Cable Bridge Corner Angled Right Side	29	4.00 EA	\$289.00	51.00 %	\$141.61	\$566.44
11.02	15709	Cable Bridge Straight Left Side	30	8.00 EA	\$289.00	51.00 %	\$141.61	\$1,132.88
11.03	15710	Cable Bridge Straight Right Side	31	8.00 EA	\$289.00	51.00 %	\$141.61	\$1,132.88
11.04	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx34.5D With Flip Top Hinge	32	4.00 EA	\$1,620.00	51.00 %	\$793.80	\$3,175.20
11.05	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx42.5D With Flip Top Hinge	33	8.00 EA	\$1,620.00	51.00 %	\$793.80	\$6,350.40
12.00	11093-3D.	Drawer Pedestal - Mobile - Single - 16W - 6-6-12 Drawers 16W 18D	34	12.00 EA	\$1,466.00	51.00 %	\$718.34	\$8,620.08
18.00	11099-3D.	Under Return End Support	35	12.00 EA	\$320.00	51.00 %	\$156.80	\$1,881.60
18.01	12235	Bracket, Support, L, 18 in, Black	36	2.00 EA	\$57.00	51.00 %	\$27.93	\$55.86
18.02	16877.	Under Surface Support Bars Priced by Linear Foot: 3.0ft	37	2.00 EA	\$150.00	51.00 %	\$73.50	\$147.00
90.00	16139	Installers Kit Eagle Line	39	12.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	WARRANTY	10 Year Premium Warranty	41	0.00 EA	\$7,433.89	0.00 %	\$7,433.89	\$0.00

OPTIONAL x1

99.01	Other	Other Charges & Services	40	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
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Line (40) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - Full Truck	2,795.18
2.) Installation	31,171.20

List Price Total:	\$379,280.00	Lines Total:	\$185,847.20
		Line Miscellaneous Charges Total:	\$33,966.38
		Taxes Total:	\$0.00
		Quote Total:	\$219,813.58

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
meghand



Quote Number: 33547

Quote Date: 2/1/2024  
Revision: C  
Orig Create Date: 2/1/2024  
Expires: 6/1/2024  
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Quote

Terms: 1% 20 Days, NET 30 Days

Page: 4 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
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Note 1:  
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

ErgoFlex Systems, Inc. dba Xybix Systems, Inc.  
Littleton, CO United States

Certificate Number:  
2024-1138041

Date Filed:  
03/22/2024

Date Acknowledged:

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

City of Round Rock

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

HGAC EC07-23  
Purchase Dispatch Consoles, Delivery and Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carson, Kenneth	Littleton, CO United States	X	
	Carson, Barry R	Littleton, CO United States	X	

5 Check only if there is NO Interested Party.

☐

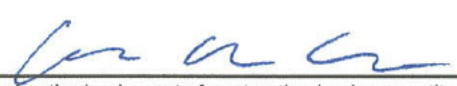
### 6 UNSWORN DECLARATION

My name is Kenneth R Carson, and my date of birth is                     .

My address is 8207 Southpark Circle, Littleton, CO, 80120, US  
(street) (city) (state) (zip code) (country)

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

Executed in Arapahoe County, State of Colorado, on the 22 day of 3, 20 24.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

ErgoFlex Systems, Inc. dba Xybix Systems, Inc.  
Littleton, CO United States

**Certificate Number:**  
2024-1138041

**Date Filed:**  
03/22/2024

**Date Acknowledged:**  
03/25/2024

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

City of Round Rock

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

HGAC EC07-23  
Purchase Dispatch Consoles, Delivery and Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carson, Kenneth	Littleton, CO United States	X	
	Carson, Barry R	Littleton, CO United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.3

---

**Title:** Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for replacement of police communication radios.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:** \$199,300.00

**Indexes:** Public Safety Equipment Replacement Program; General Fund

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

**Department:** Police Department

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### Text of Legislative File 2024-121

The proposed resolution would approve a \$199,300.00 purchase order (PO) for Motorola Solutions to replace fifteen mobile (in-car) and ten handheld police radios. The purchase is largely being funded from the PPE fund, with \$12,552.00 coming from the the Patrol Division's regular budget. Pricing for this PO was obtained through the HGAC cooperative.

**Cost:** \$199,300.00

**Source of Funds:** Public Safety Equipment Replacement Program & General Fund

**RESOLUTION NO. R-2024-121**

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

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

**WHEREAS**, Motorola Solutions, Inc. is an approved vendor of HGAC pursuant to Contract #RA05-21 for communication radios; and

**WHEREAS**, the City wishes to issue a purchase order to Motorola Solutions, Inc. for communication radios for the Police Department, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Motorola Solutions, Inc. for the purchase of communication radios for the Police Department.

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

**RESOLVED** this 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

Billing Address:  
ROUND ROCK POLICE DEPT  
221 E MAIN ST  
ROUND ROCK, TX 78664  
US

Quote Date:03/14/2024  
Expiration Date:06/12/2024  
Quote Created By:  
Timothy Culberson  
Tim.Culberson@  
motorolasolutions.com

End Customer:  
ROUND ROCK POLICE DEPT  
Gabe Iniguez  
giniguez@roundrocktexas.gov  
5122185469

Contract HGAC RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 8500						
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	15	\$5,893.68	\$4,007.70	\$60,115.50
1a	GA09008AA	ADD: GROUP SERVICES	15	\$165.00	\$112.20	\$1,683.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	15	\$6.00	\$4.08	\$61.20
1c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	15	\$879.00	\$597.72	\$8,965.80
1d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	15	\$480.00	\$480.00	\$7,200.00
1e	G996AS	ENH: OVER THE AIR PROVISIONING	15	\$110.00	\$74.80	\$1,122.00
1f	GA00580AA	ADD: TDMA OPERATION	15	\$495.00	\$336.60	\$5,049.00
1g	G66BN	ADD: DASH MOUNT E5	15	\$138.00	\$93.84	\$1,407.60
1h	G51AT	ENH:SMARTZONE	15	\$1,650.00	\$1,122.00	\$16,830.00
1i	GA05508AA	DEL: DELETE VHF BAND	15	-\$800.00	-\$544.00	-\$8,160.00
1j	GA05509AA	DEL: DELETE UHF BAND	15	-\$800.00	-\$544.00	-\$8,160.00
1k	GA09000AA	ADD: DIGITAL TONE SIGNALING	15	\$165.00	\$112.20	\$1,683.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G89AC	ADD: NO RF ANTENNA NEEDED	15	\$0.00	\$0.00	\$0.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	15	\$0.00	\$0.00	\$0.00
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	15	\$0.00	\$0.00	\$0.00
1o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	15	\$567.00	\$385.56	\$5,783.40
1p	GA01767AG	ADD: RADIO AUTHENTICATION	15	\$110.00	\$74.80	\$1,122.00
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	15	\$717.00	\$487.56	\$7,313.40
1r	W969BG	ENH: MULTIKEY OPERATION	15	\$363.00	\$246.84	\$3,702.60
1s	G361AH	ENH: P25 TRUNKING SOFTWARE APX	15	\$330.00	\$224.40	\$3,366.00
1t	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	15	\$0.00	\$0.00	\$0.00
1u	W22BA	ADD: STD PALM MICROPHONE APX	15	\$79.00	\$53.72	\$805.80
1v	G142AD	ADD: NO SPEAKER APX	15	\$0.00	\$0.00	\$0.00
1w	QA09113AB	ADD: BASELINE RELEASE SW	15	\$0.00	\$0.00	\$0.00
2	HKVN4621A	APX RM DOWNLOAD	15	\$299.00	\$299.00	\$4,485.00
	APX™ 8000 Series	APX8000				
3	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	10	\$7,774.00	\$5,286.32	\$52,863.20
3a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	\$6.00	\$4.08	\$40.80
3b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$385.56	\$3,855.60
3c	Q361AN	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$224.40	\$2,244.00
3d	QA00580AA	ADD: TDMA OPERATION	10	\$495.00	\$336.60	\$3,366.00



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3e	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	10	\$879.00	\$597.72	\$5,977.20
3f	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	10	\$110.00	\$74.80	\$748.00
3g	QA09008AA	ADD: GROUP SERVICES	10	\$165.00	\$112.20	\$1,122.00
3h	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	10	\$814.00	\$553.52	\$5,535.20
3i	H38BS	ADD: SMARTZONE OPERATION	10	\$1,650.00	\$1,122.00	\$11,220.00
3j	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
3k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	10	\$110.00	\$74.80	\$748.00
3l	QA05509AA	DEL: DELETE UHF BAND	10	-\$800.00	-\$544.00	-\$5,440.00
3m	QA05508AA	DEL: DELETE VHF BAND	10	-\$800.00	-\$544.00	-\$5,440.00
3n	Q887AU	ADD: 5Y ESSENTIAL SERVICE	10	\$306.00	\$306.00	\$3,060.00
4	PMMN4084A	AUDIO ACCESSORY- HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	10	\$102.60	\$66.50	\$665.00
5	PMAS4001A	UHF (380-520) /7-800 GPS	10	\$33.48	\$25.11	\$251.10
6	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	10	\$188.27	\$141.20	\$1,412.00
7	CB000091A09	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNETOR (BECU QMA)	10	\$103.50	\$82.80	\$828.00
8	PMLN7560A	REC ONLY EARPIECE W/ TRANSLUCENT TUBE	10	\$62.64	\$46.98	\$469.80
9	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	10	\$186.50	\$139.88	\$1,398.80

Grand Total **\$199,300.00(USD)**



**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Motorola Solutions Inc.  
San Antonio, TX United States

**Certificate Number:**

2024-1143033

**Date Filed:**

04/05/2024

**Date Acknowledged:**

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

City of Round Rock

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

Quote 2563238  
APX8500 Radios

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 UNSWORN DECLARATION**

My name is Marty Saucedo, and my date of birth is [REDACTED].

My address is 106 N St. Mary's St Suit 601, San Antonio, TX, 78205, Bexar .  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County/State of TX, on the 5 day of 4, 2024.  
(month) (year)

*Martin Saucedo*

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Motorola Solutions Inc.  
San Antonio, TX United States

**Certificate Number:**  
2024-1143033

**Date Filed:**  
04/05/2024

**Date Acknowledged:**  
04/08/2024

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

City of Round Rock

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

Quote 2563238  
APX8500 Radios

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.4

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Faster Asset Solutions for fleet management information systems.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:** \$279,612.22

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

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

**Department:** General Services

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### Text of Legislative File 2024-122

This agreement is for the purchase of Fleet Management Web Information Systems Software. The City of Round Rock has been using the Faster software for many years and it is the platform we use to track vehicle cost, fuel, replacement, parts and so on. The older version which we are on, will not be supported anymore and we are now moving to a more modern platform that allows us the ability to do everything we done before and more.

This contract was established through a sole source process.

Term: 60 months

**Cost:** \$279,612.22

**Source of Funds:** General Self-Financed Construction; General Fund

**RESOLUTION NO. R-2024-122**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase fleet management information systems; and

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

**WHEREAS**, Faster Asset Solutions 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 desires to enter into an Agreement with Faster Asset Solutions to purchase fleet management information systems, 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 Fleet Management Information Systems with Faster Asset Solutions, a copy of same 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 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



## City of Round Rock Purchasing Justification Form

EXHIBIT  
"A"

Date:	1/30/2024	Department Name:	Information Technology
To:	Purchasing	Requestor Name:	Jennifer Patton
		Phone Number:	512-218-3296

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

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

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase. Please check the criteria listed below that applies to this purchase request:

☒ Sole Source (check one)

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

☐ 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 property.

☐ Personal, Professional or Planning Services

- A procurement of personal, professional, or planning services

☐ Other

- Cite the applicable Texas Local Government Code Chapter 252 exemption in the justification box below.

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

FASTER Asset currently provides Fleet Management Software for the city with FASTER WIN. City will be moving existing services from FASTER Win to FASTER Web through migration of data. FASTER Web is the latest release and includes the ability to deploy as a cloud-based system and integrates easily with other software through API technology.

FASTER Asset Solutions is the owner of the software, maintains, develops, markets and supports the software in a sole capacity as the sole source provider.

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

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name:	Faster Asset Managements
Description:	Fleet Management Cloud Services

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

☐ This is a one-time purchase request for \$ \_\_\_\_\_

☒ This is a term contract request for 60 (# months) in the amount of \$ 279,612.22

Purchasing Office/  
Management Review:


  
David Carter (Feb 6, 2024 07:36 CST)

Purchaser/Purchasing Management (over \$50,000)

02/06/2024

Date

Approved by:



Department Manager, Asst Director, or Director

02/06/2024

Date

**EXHIBIT****"B"**

**CITY OF ROUND ROCK AGREEMENT FOR  
FLEET MANAGEMENT INFORMATION SYSTEMS  
WITH  
FASTER ASSET SOLUTIONS**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

§

**KNOW ALL BY THESE PRESENTS:****COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THAT THIS AGREEMENT for fleet management information systems (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2024 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 FASTER ASSET SOLUTIONS, whose offices are located at 760 Lynnhaven Parkway, Suite 203, Virginia Beach, Virginia 23452 (referred to herein as "Services Provider").

**RECITALS:**

**WHEREAS**, City desires to enter into an agreement for the purchase of fleet management information systems; and

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

**WHEREAS**, Services Provider is the sole source provider of the services being purchased pursuant to this Agreement; and

**WHEREAS**, the City desires to purchase certain services from Services Provider 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:

## **1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and services and Services Provider is obligated to provide said services. The Agreement includes the Scope of Services (Quote), attached hereto as Exhibit “A,” 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 Services Provider to comply with promised delivery dates, specifications, and technical assistance specified.

## **2.0 EFFECTIVE DATE AND TERM**

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

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

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

## **3.0 CONTRACT DOCUMENTS**

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



#### **4.0 SCOPE OF WORK**

Services Provider shall provide all goods and services described under the attached Exhibit "A." 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 exhibit, and in a professional and competent manner.

#### **5.0 CONTRACT AMOUNT**

The total costs payable to Services Provider shall not exceed **Two Hundred Seventy-Nine Six Hundred Twelve and 22/100 Dollars (\$279,612.22)** for the term of the Agreement.

#### **6.0 INVOICES**

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

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

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

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

#### **8.0 PROMPT PAYMENT POLICY**

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

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

## **9.0 GRATUITIES AND BRIBES**

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

## **10.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges, provided the City submits to Services Provider a valid tax exemption certificate for such taxes.

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

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

## **12.0 CITY'S REPRESENTATIVE**

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

Bismarck Meza  
Systems Analyst  
221 East Main Street  
Round Rock, Texas 78664  
(512) 218-5466  
[bmeza@roundrocktexas.gov](mailto:bmeza@roundrocktexas.gov)

### **13.0 INSURANCE**

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

### **14.0 RIGHT TO ASSURANCE**

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

### **15.0 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services 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 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.

### **16.0 TERMINATION AND SUSPENSION**

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

B. Both parties have the right to terminate this Agreement for cause, that being in the event of a material and substantial breach by the other party which remains uncured thirty (30) days after notification by the non-breaching party, or by mutual agreement to terminate evidenced in writing by and between the parties.

C. In the event this Agreement is terminated for any reason, the following shall apply: 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 performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed, except and to the extent City is terminating the Agreement for a material uncured breach pursuant to (B). 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. City will have no further right to use the Software (as defined in the Omnia Contract) and will return the software media to Services Provider and destroy all copies of the Software (and related documentation) in City's possession or control.

## **17.0 INDEMNIFICATION**

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

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

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as applicable and 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

## **19.0 ASSIGNMENT AND DELEGATION**

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

## **20.0 NOTICES**

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

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

### **Notice to Services Provider:**

FASTER Asset Solutions  
760 Lynnhaven Parkway  
Suite 203  
Virginia Beach, Virginia 23452

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

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

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

## **21.0 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.

## **22.0 EXCLUSIVE AGREEMENT**

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

## **23.0 DISPUTE RESOLUTION**

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

## **24.0 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.

## **25.0 MISCELLANEOUS PROVISIONS**

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

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


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

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

**City of Round Rock, Texas**

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

**FASTER Asset Solutions**

By:   
Printed Name: Mitchel Skyer  
Title: President  
Date Signed: 3/15/2024

**Attest:**

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

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

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

**FASTER Asset Solutions**

760 Lynnhaven Pkwy, Suite 203  
Virginia Beach, VA 23452  
United States

T: 4023055850

Quote #	2226
Date	Jan 30, 2024
Expires	Apr 30, 2024
Contact	Mike Jennings

**Prepared for** City of Round Rock  
David Carter  
901 Luther Peterson Place  
Round Rock, TX 78664  
United States

T: (511) 218-5457  
E: dcarter@roundrocktexas.gov

## City of Round Rock, TX - Migration

### One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	<b>FASTER WEB CORE LICENSE FEE</b>	810	\$85.00	<del>\$68,850.00</del> <b>\$61,620.75</b>
	FASTER WEB Core license fee per standard asset.			
	Standard assets are those originally valued at \$5,000 or greater and active).			
	<ul style="list-style-type: none"> <li>This includes one instance of the FASTER Web Application with one database.</li> <li>Unlimited user access (named accounts) included.</li> </ul>			
	10.5% Item Discount (\$7,229.25)			
	FASTER (Code: 430)			
LICENSE	<b>FASTER WEB Non Standard Assets License Fee</b>	700	\$21.25	<del>\$14,875.00</del> <b>\$13,313.12</b>
	For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support.			
	10.5% Item Discount (\$1,561.88)			
	FASTER (Code: FWNSALIC)			





Category	Item	Qty	Price	Total
SETUP / INTERFACE	<b>Database Management &amp; Setup Migrating Customer</b>  Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. <ul style="list-style-type: none"> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> <li>Includes all support and maintenance for the first year of service.</li> </ul>	1	\$2,000.00	<b>\$2,000.00</b>
	Faster Asset (Code: DBMS)			

One-Time Subtotal \$85,725.00

Discount (\$8,791.13)

### Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<b>FASTER WEB CORE ANNUAL SUPPORT &amp; MAINTENANCE</b>  FASTER WEB Core annual support and maintenance fee per standard asset.  20% Item Discount (\$2,754.00)  FASTER (Code: 430A)	810	\$17.00	<del>\$13,770.00</del> <b>\$11,016.00</b>
SUPPORT and MAINTENANCE	<b>FASTER WEB NON STANDARD ANNUAL SUPPORT &amp; MAINTENANCE</b>  FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset.  20% Item Discount (\$595.00)  FASTER (Code: FWNSALICANN)	700	\$4.25	<del>\$2,975.00</del> <b>\$2,380.00</b>
SUPPORT and MAINTENANCE	<b>Database Annual Support and Maintenance</b>  Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. <ul style="list-style-type: none"> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> </ul> 12% Item Discount (\$1,080.00)  FASTER (Code: DBMSANN)	1	\$9,000.00	<del>\$9,000.00</del> <b>\$7,920.00</b>

\* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.



Annual Support And Maintenance Subtotal	\$25,745.00
Discount	(\$4,429.00)

## FASTER Web Interface Add-On Solutions

### One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	<b>Dashboard</b>  The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.  100% Item Discount (\$10,300.00)  FASTER (Code: 207nc)	1	\$10,300.00	<del>\$10,300.00</del> <b>\$0.00</b>
SETUP / INTERFACE	<b>Barcoding Add-On Setup</b>  The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control. <ul style="list-style-type: none"> <li>• Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well.</li> <li>• Simplifies inventory and intake processes for inventory items and storerooms.</li> <li>• Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes.</li> <li>• Reduces data errors that occur with any manual data entry process.</li> <li>• Print barcode labels for items, including labels for a range of items simultaneously.</li> </ul> 20% Item Discount (\$1,236.00)  FASTER (Code: 208)	1	\$6,180.00	<del>\$6,180.00</del> <b>\$4,944.00</b>



Category	Item	Qty	Price	Total
SETUP / INTERFACE	<b>Fuel Import - Single Vendor (Existing Customer)</b> Single Vendor Fuel Import This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import FASTER (Code: 301)	2	\$3,605.00	<b>\$7,210.00</b>
SETUP / INTERFACE	<b>Single Vendor Site and Dispenser Add On</b> This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. FASTER Asset (Code: 303)	1	\$2,575.00	<b>\$2,575.00</b>
Addon Modules / WEB	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections Setup and Year One Fee</b> This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities. Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web. FASTER (Code: AuthEnt)	1	\$4,800.00	<b>\$4,800.00</b>

One-Time Subtotal \$31,065.00

Discount (\$11,536.00)

## Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<b>Dashboard Annual Support and Maintenance</b> 50% Item Discount (\$1,030.00) FASTER (Code: 207ncann)	1	\$2,060.00	<del>\$2,060.00</del> <b>\$1,030.00</b>



Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<b>Barcoding Add-On Annual Support &amp; Maintenance</b>	1	\$1,236.00	<del>\$1,236.00</del>
	Annual recurring support and maintenance for barcode module			<b>\$1,081.50</b>
	12.5% Item Discount (\$154.50)			
	FASTER (Code: 208ANN)			
SUPPORT and MAINTENANCE	<b>Fuel Import Single Vendor Support and Maintenance Existing Customer</b>	2	\$721.00	<del>\$1,442.00</del>
	Annual support and maintenance for fuel import for existing customer			<b>\$1,261.75</b>
	12.5% Item Discount (\$180.25)			
	FASTER (Code: 301ann)			
SUPPORT and MAINTENANCE	<b>Single Vendor Site and Dispenser Support and Maintenance</b>	1	\$515.00	<del>\$515.00</del>
	Annual support and maintenance for site and dispenser			<b>\$450.62</b>
	12.5% Item Discount (\$64.38)			
	FASTER (Code: 303ann)			
Addon Modules / WEB	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections Annual Fee</b>	1	\$4,800.00	<b>\$4,800.00</b>
	This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities.			
	Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web.			
	FASTER (Code: AuthEnt)			

\* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$10,053.00
Discount	(\$1,429.13)

## FASTER Web Data Services

### One-Time Fees

Category	Item	Qty	Price	Total
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Category	Item	Qty	Price	Total
Service / Data	<b>Migration Data Conversion</b>	1	\$20,000.00	<del>\$20,000.00</del>
	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.			<b>\$17,500.00</b>
	<ul style="list-style-type: none"> <li>• Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope</li> <li>• Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope</li> </ul>			
	Item Discount (\$2,500.00)			
	Faster Asset (Code: 408)			
	Base Price		\$20,000.00	\$20,000.00
One-Time Subtotal				\$20,000.00
Discount				(\$2,500.00)

## FASTER Web Training

### One-Time Fees

Category	Item	Qty	Price	Total
Training	<b>System Overview Meetings (SOM)</b>	1	\$3,300.00	<b>\$3,300.00</b>
	System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.			
	Faster Asset (Code: 511a)			
Training	<b>Configuration Training</b>	1	\$3,300.00	<b>\$3,300.00</b>
	This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)			
	Faster Asset (Code: 511b)			
Training	<b>System Training/Go Live</b>	1	\$0.00	<b>\$0.00</b>
	On Site Training - Go Live			
	Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date.			
	FASTER (Code: 512)			
Training	<b>Asset Module Go Live Training Class</b>	1	\$2,200.00	<b>\$2,200.00</b>
	4 Hour live training session with in person on site trainer			
	FASTER (Code: 512a)			



Category	Item	Qty	Price	Total
Training	<b>Maintenance Module Go Live Training Class</b> 4 Hour live training session with in person on site trainer  FASTER (Code: 512b)	1	\$2,200.00	<b>\$2,200.00</b>
Training	<b>Inventory Module Go Live Training Class</b> 4 Hour live training session with in person on site trainer  FASTER (Code: 512c)	1	\$2,200.00	<b>\$2,200.00</b>
Training	<b>Fuel Module Go Live Training Class</b> 1 Hour live training session with in person on site trainer  FASTER (Code: 512d)	1	\$550.00	<b>\$550.00</b>
Training	<b>Vendors &amp; Accounting Module Go Live Training Class</b> 1.5 Hour live training session with in person on site trainer  FASTER (Code: 512e)	1	\$825.00	<b>\$825.00</b>
Training	<b>Technician Module Go Live Training Class</b> 2.5 Hour live training session with in person on site trainer  FASTER (Code: 512f)	1	\$687.50	<b>\$687.50<sup>†</sup></b>
Training	<b>Technician Module Go Live Training Class II</b> 2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training.  FASTER (Code: 512f2)	1	\$687.50	<b>\$687.50<sup>†</sup></b>
One-Time Subtotal				<b>\$15,950.00</b>

## Summary

<sup>†</sup> Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal	\$152,740.00
Discount	(\$22,827.13)
<b>Total One-Time</b>	<b>\$129,912.87 USD</b>
Annual Support And Maintenance Subtotal	\$35,798.00
Discount	(\$5,858.13)
<b>Total Annual Support And Maintenance</b>	<b>\$29,939.87 USD</b>



## Cost Breakdown

Category	One-Time Fees	Annual Fees
SETUP / INTERFACE	\$28,265.00	—
SUPPORT and MAINTENANCE	—	\$30,998.00
Addon Modules / WEB	\$4,800.00	\$4,800.00
Service / Data	\$20,000.00	—
Training	\$15,950.00	—
LICENSE	\$83,725.00	—
Discount	(\$22,827.13)	(\$5,858.13)
<b>Total</b>	<b>\$129,912.87 USD</b>	<b>\$29,939.87 USD</b>



- One-time fees are billed as per schedule in statement of work.
- All annual support and maintenance fees are billed beginning in year one as per schedule in statement of work.
- 3% annual increase for recurring fees after the initial term is completed
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.

### ***Legacy Data Preparation and Cleanup***

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

TT FASTER LLC  
Virginia Beach, VA United States

Certificate Number:  
2024-1135420

Date Filed:  
03/18/2024

Date Acknowledged:

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

City of Round Rock

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

03182024  
Provides comprehensive fleet asset management from initial acquisition planning through disposal.

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

5 Check only if there is NO Interested Party.

☐

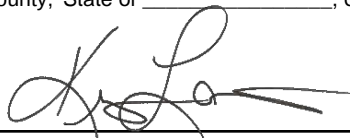
## 6 UNSWORN DECLARATION

My name is Kris Laseter, and my date of birth is [REDACTED].

My address is 637 Stone Villa, Knox, TN, 37934, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Knox County, State of TN, on the 18th day of March, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

TT FASTER LLC  
Virginia Beach, VA United States

**Certificate Number:**  
2024-1135420

**Date Filed:**  
03/18/2024

**Date Acknowledged:**  
03/25/2024

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

City of Round Rock

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

03182024  
Provides comprehensive fleet asset management from initial acquisition planning through disposal.

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

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

☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.5

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Fiber Optic Cabling Services and Equipment with Austin Structured Cabling, LLC."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

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

**Indexes:** General Fund

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

**Department:** General Services

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### Text of Legislative File 2024-123

Austin Structured Cabling is our preferred cabling and infrastructure contractor. ASC works hand in hand with our IT and General Services department in order to guide the City on current and future fiber and cabling services related to construction and updating infrastructure. With the passing of our Bond, our need for ASC will be critical as we bring Fiber and infrastructure to all the projects. ASC is currently helping IT with our older existing infrastructure so that we are planning for the future as well. This Supplemental will increase Austin Structured Cabling's current agreement of \$1,000,000 by adding another \$1,000,000 dollars to better meet the required demand for future construction.

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

**Source of Funds:** General Fund

**RESOLUTION NO. R-2024-123**

**WHEREAS**, the City of Round Rock (“City”) has previously entered into a “City of Round Rock Agreement for Fiber Optic Cabling Services and Equipment with Austin Structured Cabling, LLC” (“Agreement”); and

**WHEREAS**, City and Austin Structured Cabling, LLC desire to increase the Contract Amount by an additional \$1,000,000.00; and

**WHEREAS**, the City Council desires to enter into Supplemental Agreement No. 1 with Austin Structured Cabling, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for Fiber Optic Cabling Services and Equipment with Austin Structured Cabling, LLC,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 23rd day of May, 2024.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

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

**SUPPLEMENTAL AGREEMENT NO. 1  
TO "CITY OF ROUND ROCK AGREEMENT FOR  
FIBER OPTIC CABLING SERVICES AND EQUIPMENT  
WITH  
AUSTIN STRUCTURED CABLING, LLC"**

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

This Supplemental Agreement No. 1 to "City of Round Rock Agreement for Fiber Optic Cabling Services and Equipment," hereinafter called the "Supplemental Agreement No. 1," is made by and between the CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called "City," and AUSTIN STRUCTURED CABLING, whose offices are located at 3709 Promontory Point Drive, Suite A127, Austin, Texas 78744, hereinafter called "Vendor."

**WHEREAS**, City and Vendor executed an "Agreement for Fiber Optic Cabling Services" on January 12, 2023; and

**WHEREAS**, the City procured said goods and services through Department of Information Resources ("DIR") Contract No. DIR-CPO-4787; and

**WHEREAS**, the Agreement states that the total amount of costs to be paid to Vendor shall not exceed **\$1,000,000.00** for the term of the Agreement; and

**WHEREAS**, the parties desire to increase the Contract Amount by an additional **\$1,000,000.00** as set forth herein;

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

**I.**

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

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Million and No/100 Dollars (\$2,000,000.00)** for the term of this Agreement.

**II.**

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

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

**CITY OF ROUND ROCK, TEXAS**

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

**AUSTIN STRUCTURED CABLING, LLC**

By: Jayson LeBlanc  
Printed Name: Jayson LeBlanc  
Title: Owner  
Date Signed: April, 11, 2024

**ATTEST:**

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Austin Structured Cabling LLC  
Austin, Texas, TX United States

Certificate Number:  
2024-1145663

Date Filed:  
04/11/2024

Date Acknowledged:

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

City of Round Rock

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

Suppl No 1 Austin Structured  
Fiber Optic Cabling Services and Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is Jayson LeBlanc, and my date of birth is [REDACTED]

My address is 2502 Braemar Cu, Austin, Tx, 78747, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 11 day of April, 2024.  
(month) (year)

J. LeBlanc  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Austin Structured Cabling LLC  
Austin, Texas, TX United States

**Certificate Number:**  
2024-1145663

**Date Filed:**  
04/11/2024

**Date Acknowledged:**  
04/11/2024

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

City of Round Rock

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

Suppl No 1 Austin Structured  
Fiber Optic Cabling Services and Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.6

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**Title:** Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Fire Station 10 Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** General Services

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### Text of Legislative File 2024-125

Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contract for construction of facilities, the City of Round Rock is considering using "Competitive Sealed Proposal" as the delivery method for the new construction of the Fire Station No. 10.

Competitive sealed proposal is a method of construction that allows the City of Round Rock to hire a contractor based off qualifications and low bid equaling the best value.



## **RESOLUTION NO. R-2024-125**

**WHEREAS**, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

**WHEREAS**, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the Fire Station 10 Project (“Project”), and

**WHEREAS**, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

**WHEREAS**, the Council has determined that the Project would be best served by utilizing the “Competitive Sealed Proposal” method, and

**WHEREAS**, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity,” and

**WHEREAS**, the City Council desires to comply with all requirements of the statute, Now  
Therefore

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the Fire Station 10 Project in Round Rock, Texas.

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

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 23rd day of May, 2024.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.7**

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**Title:** Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Architect with Jacobs Engineering Group Inc. for the Bob Bennett Complex Phases II, III, and IV Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:** \$5,693,500.00

**Indexes:** General Self-Financed Construction

**Attachments:** Resolution, Exhibit A

**Department:** General Services

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### Text of Legislative File 2024-126

The City of Round Rock along with Jacobs developed a Master Plan of Utilities, Transportation and General Service to be located out at Luther Peterson which will eventually become the Bob Bennett Complex. This will be a single campus that contains Administrative Office and Departmental Shop functions for Utility and Environmental Engineering, Transportation, and General Services Fleet Maintenance departments. The Master Plan envisioned a 20-year growth plan accomplished in three phases. Phase I of the Master Plan was completed in 2019 and included all functions for the Utility and Environmental group and the engineering services for transportation.

This resolution is for an Architectural Agreement with Jacobs Engineering Group Inc. for architectural, structural, mechanical, electrical, plumbing, and civil engineering services for additional phases II, III, and IV of the Bob Bennett Complex include programming, design, cost estimating, commissioning, and construction administration. This scope of services will review and update the masterplan to verify all groups and functions are accommodated. The Master Plan will address City needs beyond the original 2035 long term goals as the cities growth rates have exceeded the original master plan goals. This planning date will be determined during the masterplan update. From this Master Plan phases II, III and IV will be designed and built over the following years to eventually complete the full Bob Bennett Complex (BBC).

As the original architectural firm for the Bob Bennett Phase I, Jacobs Engineering Group is recommended as a direct select professional service.

**Cost:** \$5,693,500.00

**Source of Funds:** General Self Financed Construction

**RESOLUTION NO. R-2024-126**

**WHEREAS**, the City of Round Rock desires to retain professional architectural services and design services related to the Bob Bennett Complex Phases II, III, and IV Project, and

**WHEREAS**, Jacobs Engineering Group, Inc. has submitted a Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition (“Agreement”), to provide said services, and

**WHEREAS**, the City Council desires to enter into said Agreement with Jacobs Engineering Group, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, with Jacobs Engineering Group, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 23rd day of May, 2024.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk



# AIA® Document B133® – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the 23<sup>rd</sup> day of May in the year 2024  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664

and the Architect:  
(Name, legal status, address, and other information)

Jacobs Engineering Group Inc.  
1999 Bryan Street  
Suite 3500  
Dallas, Texas 75201

for the following Project:  
(Name, location, and detailed description)

Bob Bennett Phases II, III, and IV  
3400 Sunrise Road  
Round Rock, Texas 78665

The Owner and Architect previously developed a Master Plan of all phases required to create the Bob Bennett Complex, a single campus that contains multiple City of Round Rock Departments, specifically, Utility and Environmental Services, Transportation, and General Services' Fleet Maintenance. The Master Plan envisioned a 20-year growth plan accompanied in three (3) phases. Phase I of the Master Plan was completed in 2019 and this Project is for the completion of Phases II, III, and IV.

The Construction Manager (if known):  
(Name, legal status, address, and other information)

Unknown

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

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### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Master Plan will be reviewed and updated to verify all groups and functions required and accommodated. The Master Plan Update will address the Owner's needs beyond the original 2035 long-term goals, as the City's growth rates have exceed the original Master Plan goals. The planning date will be determined during the Master Plan Update. From the Master Plan Update, Phases II, III, and IV will be designed and built out over the following years to eventually complete the full Bob Bennett Complex and keep the additional phases cohesive with the completed Phase I.

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Owner will provide a geotechnical report and other pertinent information. See Exhibit "C" 2021 Master Plan Space Allotments.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Forty-Six Million Nine Hundred Twenty-Six Thousand Five Hundred and No/100 Dollars (\$46,926,500.00)

Init.

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User Notes:

(3B9ADA47)

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

See Exhibit "D" Project Schedule

**.2** Construction commencement date:

See Exhibit "D" Project Schedule

**.3** Substantial Completion date or dates:

See Exhibit "D" Project Schedule

**.4** Other milestone dates:

See Exhibit "D" Project Schedule

**§ 1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

☒ [ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ [ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

N/A

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Richard Will  
City of Round Rock  
Construction Supervisor  
212 Commerce Boulevard  
Round Rock, Texas 78665

Init.



**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Round Rock Planning Department; Round Rock Transportation Department; Round Rock Utilities and Environmental Services Department; and Round Rock General Services Department.

**§ 1.1.10** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1 Construction Manager:**

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

The Owner shall retain a Construction Manager not later than September 12, 2024.

**.2 Land Surveyor:**

N/A

**.3 Geotechnical Engineer:**

Rock Engineering  
Arnie K. Hammock, P.E.  
7 Roundville Lane  
Round Rock, Texas 78664

**.4 Civil Engineer:**

N/A

**.5 Other consultants and contractors:**

*(List any other consultants and contractors retained by the Owner.)*

Preferred Technologies - for security and cameras; Austin Structured Cabling - for IT and AV; HTS - for controls; and Facilities Resources - for furniture.

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Kris Kunkel  
Jacobs Engineering Group Inc.

Init.

Senior Project Architect  
2705 Bee Cave Road  
Suite 3  
Austin, Texas 78746

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

N/A

**.2** Mechanical Engineer:

N/A

**.3** Electrical Engineer:

N/A

**§ 1.1.12.2** Consultants retained under Supplemental Services:

N/A

**§ 1.1.13** Other Initial Information on which the Agreement is based:

N/A

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

**§ 2.3** The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

**§ 2.4** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.5** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.6 Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.6.1** Commercial General Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.6.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of One million Dollars and Zero Cents (\$ 1,000,000.00 ) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.6.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.6.4** Workers' Compensation at statutory limits.

**§ 2.6.5** Employers' Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

**§ 2.6.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) per claim and Ten Million Dollars and Zero Cents (\$ 10,000,000.00 ) in the aggregate.

**§ 2.6.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims to the extent caused by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.6.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the

Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to

comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.4.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. The term “Contractor” as used in A201-2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in accordance with the design intent of the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of Architect's observations during the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) observed deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.



§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the design intent and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect

§ 4.1.1.4	Measured drawings	Architect
§ 4.1.1.5	Existing facilities surveys	Architect
§ 4.1.1.6	Site evaluation and planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	Architect
§ 4.1.1.8	Development of Building Information Models for post construction use	Architect
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Owner
§ 4.1.1.13	Cost estimating	Owner
§ 4.1.1.14	On-site project representation	Architect
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	N/A
§ 4.1.1.17	As-constructed record drawings	Architect
§ 4.1.1.18	Post-occupancy evaluation	Owner
§ 4.1.1.19	Facility support services	Owner
§ 4.1.1.20	Tenant-related services	Owner
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Architect
§ 4.1.1.24	Commissioning	Architect
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.26	Historic preservation	N/A
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Owner
§ 4.1.1.29	Other Supplemental Services	N/A

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See Exhibit "A" Scope of Services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-

- provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
  - .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( NaN ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ( NaN ) visits to the site by the Architect during construction
- .3 ( NaN ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( NaN ) inspections for any portion of the Work to determine final completion

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Forty-one ( 41.00 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Services, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Upon receipt of such written notice during the Term of this Agreement and for twelve (12) months thereafter, Architect shall, at no cost to Owner, re-perform the Services as necessary to eliminate the nonconformity as soon as reasonably possible after receipt of such report from Owner. Provided that Architect satisfactorily re-performs the Services in a reasonable amount of time for deficiencies or nonconformities in the Services, Owner shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, warranty, tort (including negligence), strict liability or otherwise. Architect's obligation to re-perform deficient services shall not apply to any defect which results from: ordinary wear and tear, mis-operation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in the process or mechanical design or equipment furnished or specified by Owner or others. Architect shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such deficiencies, which costs shall be deemed costs of the Project, whether incurred during performance of the Services or after completion of the Services.

**§ 5.13** The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.14** The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

**§ 5.15** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.16** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's

budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the amount of the insurance limits required by this Agreement.

**§ 8.1.4** The Architect and Owner waive contingent, consequential or other indirect damages including without limitation, damages for loss or use, revenue or profit (direct or indirect); operating costs and facility downtime or other similar business interruption losses, however they be caused, for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## **§ 8.3 Reserved**

*(Paragraphs Deleted)*

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.



## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, provided however that the non-performing party shall be afforded reasonable time to cure such failure in performance.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

N/A

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Five Million Two Hundred Ninety-Three Thousand Five Hundred and No/100 Dollars  
(\$5,293,500.00)

.2 Percentage Basis  
(Insert percentage value)

(NaN ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

N/A

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A - included in 11.1

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Four Hundred Thousand and No/100 Dollars (\$400,000.00)

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( NaN %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows and as set forth in Exhibit "E":

Schematic Design Phase	\$710,000.00	percent (	N/A	%)
Design Development Phase	\$1,055,000.00	percent (	N/A	%)
Construction Documents Phase	\$1,237,500.00	percent (	N/A	%)
Construction Phase	\$1,032,500.00	percent (	N/A	%)
Pre-Design Services; Issue for Bid, Bid Review, Commissioning; and Record Drawings	\$1,258,500.00			
Total Basic Compensation	\$5,293,500.00	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "F" Hourly Rate Schedule

Employee or Category	Rate (\$0.00)
§ 11.8 Compensation for Reimbursable Expenses	
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:	
.1	Transportation and authorized out-of-town travel and subsistence;
.2	Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3	Permitting and other fees required by authorities having jurisdiction over the Project;
.4	Printing, reproductions, plots, and standard form documents;
.5	Postage, handling, and delivery;
.6	Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7	Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8	If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
.9	All taxes levied on professional services and on reimbursable expenses;
.10	Site office expenses;
.11	Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12	Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus percent ( NaN %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other

fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

In Accordance with the Texas Prompt Payment Act % monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

**12.1** 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 during the term of the contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Chapter 2271, 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 \$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 Architect verifies Architect 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.

In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with at least ten (10) full-time employees for a value of at least \$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 the contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott energy companies and it will not boycott energy companies during the term of this Agreement.

#### **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1** AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

N/A

**3 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- ☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*

N/A

- ☒ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit "A" Scope of Services

Exhibit "B" Team Organization

Exhibit "C" 2021 Master Plan Space Allotment

Exhibit "D" Project Schedule

Exhibit "E" Compensation Schedule

Exhibit "F" Architect Hourly Billing

Exhibit "G" Certification of Insurance

**4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

N/A

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Craig Morgan, Mayor  
*(Printed name and title)*

*Sindhu Avalokita*

**ARCHITECT** *(Signature)*

Sindhu Avalokita, Director of Operations  
*(Printed name, title, and license number, if required)*

# **Additions and Deletions Report for**

## **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:04:57 ET on 05/02/2024.

### **PAGE 1**

**AGREEMENT** made as of the    day of May in the year 2024

...

City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664

...

Jacobs Engineering Group Inc.  
1999 Bryan Street  
Suite 3500  
Dallas, Texas 75201

...

Bob Bennett Phases II, III, and IV  
3400 Sunrise Road  
Round Rock, Texas 78665

The Owner and Architect previously developed a Master Plan of all phases required to create the Bob Bennett Complex, a single campus that contains multiple City of Round Rock Departments, specifically, Utility and Environmental Services, Transportation, and General Services' Fleet Maintenance. The Master Plan envisioned a 20-year growth plan accompanied in three (3) phases. Phase I of the Master Plan was completed in 2019 and this Project is for the completion of Phases II, III, and IV.

...

Unknown

### **PAGE 2**

The Master Plan will be reviewed and updated to verify all groups and functions required and accommodated. The Master Plan Update will address the Owner's needs beyond the original 2035 long-

term goals, as the City's growth rates have exceed the original Master Plan goals. The planning date will be determined during the Master Plan Update. From the Master Plan Update, Phases II, III, and IV will be designed and built out over the following years to eventually complete the full Bob Bennett Complex and keep the additional phases cohesive with the completed Phase I.

...

Owner will provide a geotechnical report and other pertinent information. See Exhibit "C" 2021 Master Plan Space Allotments.

...

Forty-Six Million Nine Hundred Twenty-Six Thousand Five Hundred and No/100 Dollars (\$46,926,500.00)

### **PAGE 3**

See Exhibit "D" Project Schedule

...

See Exhibit "D" Project Schedule

...

See Exhibit "D" Project Schedule

...

See Exhibit "D" Project Schedule

...

[ ☒ ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

N/A

...

N/A

...

Richard Will  
City of Round Rock  
Construction Supervisor  
212 Commerce Boulevard  
Round Rock, Texas 78665



PAGE 4

Round Rock Planning Department; Round Rock Transportation Department; Round Rock Utilities and Environmental Services Department; and Round Rock General Services Department.

...

The Owner shall retain a Construction Manager not later than September 12, 2024.

...

N/A

...

Rock Engineering

...

Arnie K. Hammock, P.E.

...

7 Roundville Lane

...

Round Rock, Texas 78664

...

N/A

...

Preferred Technologies - for security and cameras; Austin Structured Cabling - for IT and AV; HTS - for controls; and Facilities Resources - for furniture.

...

Kris Kunkel  
Jacobs Engineering Group Inc.  
Senior Project Architect  
2705 Bee Cave Road  
Suite 3  
Austin, Texas 78746

PAGE 5

N/A

...

N/A

...

N/A

...

N/A

...

N/A

## PAGE 6

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances~~ circumstances ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

...

**§ 2.6.1** Commercial General Liability with policy limits of ~~not less than (\$ One Million Dollars and Zero Cents (\$ 1,000,000.00 )~~ for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

...

**§ 2.6.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of ~~not less than (\$ ) One million Dollars and Zero Cents (\$ 1000000.00 )~~ combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

**§ 2.6.5** Employers' Liability with policy limits ~~not less than (\$ ) each accident, (\$ of One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 )~~ policy limit.

## PAGE 7

**§ 2.6.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of ~~not less than (\$ Five Million Dollars and Zero Cents (\$ 5,000,000.00 )~~ per claim and Ten Million Dollars and Zero Cents (\$ 10,000,000.00 ) in the aggregate.

...

**§ 2.6.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part to the extent caused by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in ~~amanner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.~~ ccordance with the design intent of the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of Architect's observations during the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) ~~known-observed~~ deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the ~~requirements of the Contract Documents~~ design intent and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Architect</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Architect</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Owner</u>
§ 4.1.1.13	Cost estimating	<u>Owner</u>
§ 4.1.1.14	On-site project representation	<u>Architect</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>N/A</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Owner</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>Owner</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.24	Commissioning	<u>Architect</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.26	Historic preservation	<u>N/A</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Architect</u>

§ 4.1.1.28 Other services provided by specialty Consultants	<u>Owner</u>
§ 4.1.1.29 Other Supplemental Services	<u>N/A</u>

...

See Exhibit "A" Scope of Services

...

N/A

## PAGE 15

- .1 ( NaN ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

...

- .2 ( NaN ) visits to the site by the Architect during construction

...

- .3 ( NaN ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 ( NaN ) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-one ( 41.00 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

## PAGE 16

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the ~~Project, Services,~~ including errors, omissions or inconsistencies in the Architect's Instruments of Service. Upon receipt of such written notice during the Term of this Agreement and for twelve (12) months thereafter, Architect shall, at no cost to Owner, re-perform the Services as necessary to eliminate the nonconformity as soon as reasonably possible after receipt of such report from Owner. Provided that Architect satisfactorily re-performs the Services in a reasonable amount of time for deficiencies or nonconformities in the Services, Owner shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, warranty, tort (including negligence), strict liability or otherwise. Architect's obligation to re-perform deficient services shall not apply to any defect which results from: ordinary wear and tear, mis-operation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in the process or mechanical design or equipment furnished or specified by Owner or others. Architect shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such deficiencies, which costs shall be deemed costs of the Project, whether incurred during performance of the Services or after completion of the Services.

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**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, ~~without additional compensation, Architect as an Additional Service,~~ shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

PAGE 19

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the ~~available proceeds of the insurance coverage~~ amount of the insurance limits required by this Agreement.

...

**§ 8.1.4** The Architect and Owner waive ~~contingent, consequential or other indirect damages including without limitation, damages for loss or use, revenue or profit (direct or indirect); operating costs and facility downtime or other similar business interruption losses, however they be caused,~~ for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

[ X ] Litigation in a court of competent jurisdiction

...

**§ 8.3 ~~Arbitration~~Reserved**

...

**§ 8.3.1** ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

**§ 8.3.1.1** ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

#### **§ 8.3.4 Consolidation or Joinder**

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

#### **PAGE 20**

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination-termination, provided however that the non-performing party shall be afforded reasonable time to cure such failure in performance.~~

...

N/A

...

N/A

#### **PAGE 22**

Five Million Two Hundred Ninety-  
Three Thousand Five Hundred and No/100 Dollars (\$5,293,500.00)

...

(NaN) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A - included in 11.1

...

Four Hundred Thousand and No/100 Dollars (\$400,000.00)

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (NaN %), or as follows:

...

N/A

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:follows and as set forth in Exhibit "E":

...

Schematic Design Phase	<u>\$710,000.00</u>	percent (	<u>N/A</u>	%)
Design Development Phase	<u>\$1,055,000.00</u>	percent (	<u>N/A</u>	%)
Construction Documents Phase	<u>\$1,237,500.00</u>	percent (	<u>N/A</u>	%)
Construction Phase	<u>\$1,032,500.00</u>	percent (	<u>N/A</u>	%)
<u>Pre-Design Services; Issue for Bid, Bid Review, Commissioning; and Record Drawings</u>	<u>\$1,258,500.00</u>			
Total Basic Compensation	<u>one hundred \$5,293,500.00</u>	percent (	100	%)

PAGE 23

See Exhibit "F" Hourly Rate Schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (NaN %) of the expenses incurred.

...

N/A

...

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**PAGE 24**

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

In Accordance with the Texas Prompt Payment Act % monthly

...

**12.1** 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 during the term of the contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Chapter 2271, 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 \$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 Architect verifies Architect 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.

In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with at least ten (10) full-time employees for a value of at least \$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 the contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott energy companies and it will not boycott energy companies during the term of this Agreement.

**PAGE 25**

N/A



...

N/A

...

[ X ] Other Exhibits incorporated into this Agreement:

...

Exhibit "A" Scope of Services

...

Exhibit "B" Team Organization

Exhibit "C" 2021 Master Plan Space Allotment

Exhibit "D" Project Schedule

Exhibit "E" Compensation Schedule

Exhibit "F" Architect Hourly Billing

...

Exhibit "G" Certification of Insurance

...

N/A

...

Craig Morgan, Mayor

Sindhu Avalokita, Director of Operations

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Stephanie L. Sandre, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:04:57 ET on 05/02/2024 under Order No. 2114529570 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.8

---

**Title:** Consider a presentation regarding, and a resolution approving the Capital Improvements Plan Progress Semi-Annual Report regarding Water and Wastewater from the Capital Improvements Advisory Committee.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, CIAC Presentation

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2024-127

The Local Government Code Section 395.058 requires the Capital Improvements Advisory Committee to report to the political subdivision (City Council) the progress of the capital improvements plan and impact fees. These items were last updated in October 2023 and went into effect in January 2024.

The Capital Improvements Advisory Committee met on May 1, 2024, to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the water and wastewater impact fees. The following information is being provided to you pursuant to 395.058 of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the water and wastewater impact fees. Therefore, a motion was made to approve and forward the report to the City Council for their consideration.

**RESOLUTION NO. R-2024-127**

**WHEREAS**, Section 395.058 of the Texas Local Government Code (“the Act”) requires the Capital Improvement Advisory Committee (“CIAC”) to report to the City Council the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee; and

**WHEREAS**, the CIAC is also required to advise the Council of the need to update the land use assumptions, capital improvements plan and impact fees; and

**WHEREAS**, the CIAC has submitted Capital Improvements Plan Progress Semi-Annual Report regarding Water and Wastewater Impact Fee Update; and

**WHEREAS**, the City Council has reviewed the attached Capital Improvements Plan Progress Semi-Annual Report and has determined same to be in compliance with the Act, Now Therefore

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

That the Capital Improvements Plan Progress Semi-Annual Report, attached hereto as Exhibit “A” and incorporated herein, are 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 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**ROUND ROCK TEXAS**  
PLANNING AND DEVELOPMENT SERVICES

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

**Mayor**  
Craig Morgan

**Mayor Pro-Tem**  
Matthew Baker

**Councilmembers**  
Michelle Ly  
Rene Flores  
Frank Ortega  
Kristin Stevens  
Hilda Montgomery

**City Manager**  
Laurie Hadley

**City Attorney**  
Stephanie Sandre

May 1, 2024

Mayor Morgan  
Mayor Pro-Tem Baker  
Councilmember Ly  
Councilmember Flores  
Councilmember Ortega  
Councilmember Stevens  
Councilmember Montgomery

RE: Capital Improvements Advisory Committee – Semi-Annual Meeting

Dear Mayor Morgan and Council Members:

The Capital Improvements Advisory Committee met on May 1, 2024, to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the Impact Fees. The findings are addressed in Chapter 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the Impact Fee. Therefore, a motion was made to approve and forward the report from the Utilities and Environmental Services Department to the City Council, with updated city comparison data.

Sincerely,

Rob Wendt, Chairman  
Capital Improvements Advisory Committee



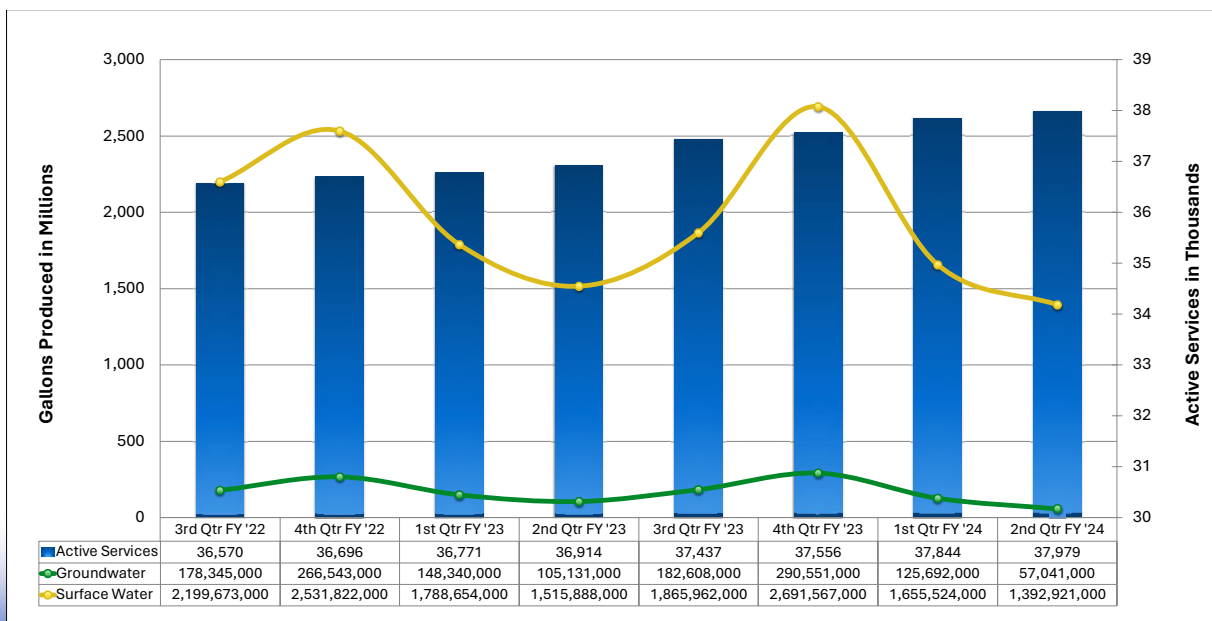
# Capital Improvements Plan Semi-Annual Report

## Utilities & Environmental Services

May 1, 2024

1

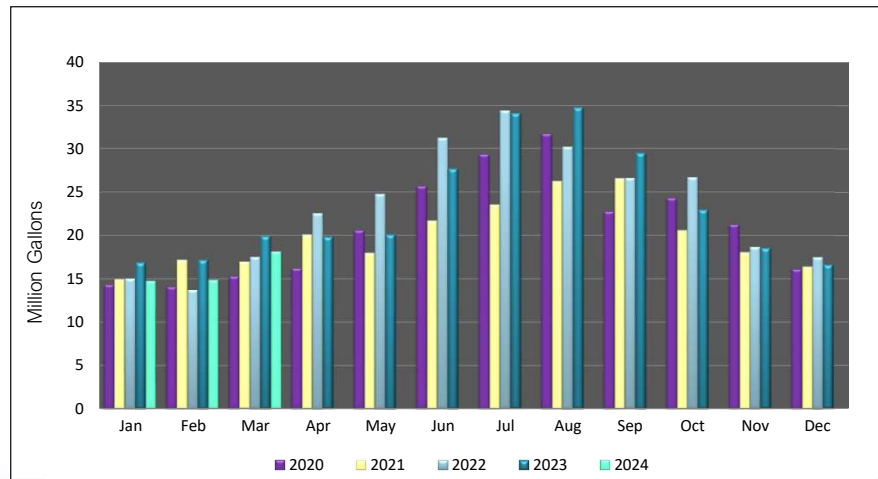
## Water Treatment Plant



2



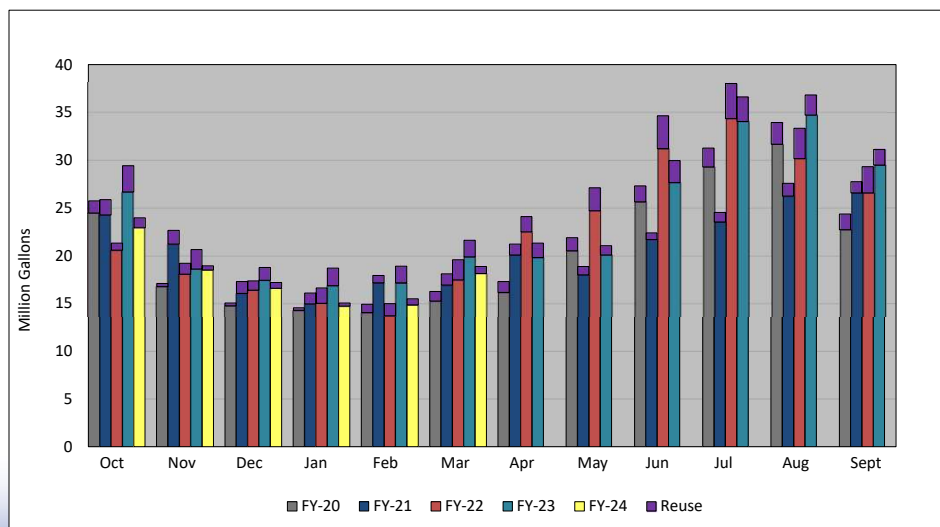
## Average Potable Daily Demand Each Month



3



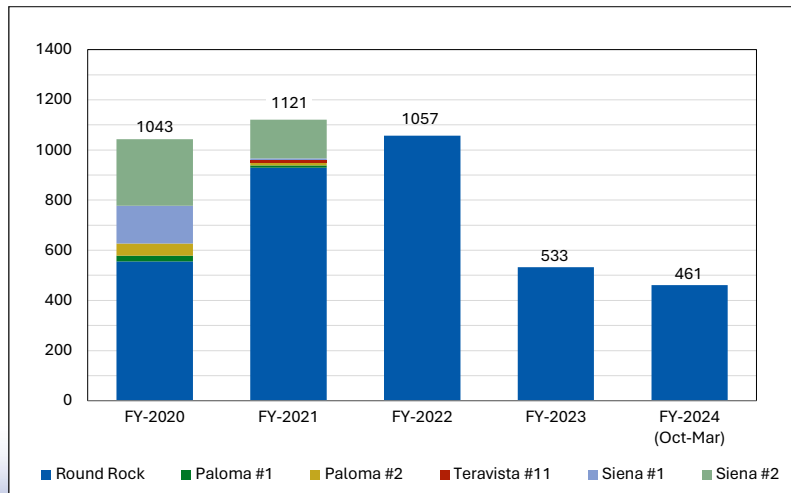
## Potable vs. Reuse Water Average Daily Demand Each Month



4



## Annual Single-Family Building Permits Issued Residential & MUDs



5



## Multi-Family Units Permitted Annually

In-City Retail	
Fiscal Year	Multi-Family Units
FY 2020	430
FY 2021	584
FY 2022	1626
FY 2023	359
FY 2024 (Oct-Mar)	0
Out-of-City Wholesale	
Fiscal Year	Multi-Family Units
FY 2022	720

6





## Commercial Building Permits Issued Annually

Fiscal Year	Commercial Building Permits
FY 2020	44
FY 2021	39
FY 2022	39
FY 2023	32
FY 2024 (Oct-Mar)	15

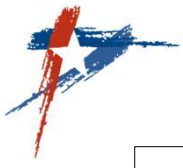
7



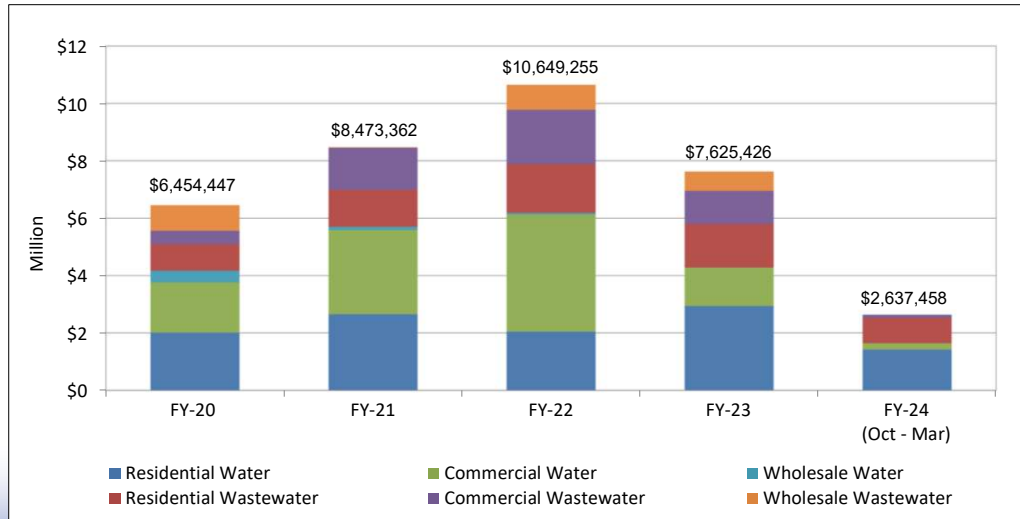
## Impact Fees Collected FY 2020 – 2024 (Oct – Mar)

	FY-20	FY-21	FY-22	FY-23	FY-24 (Oct-Mar)
<b>In-City Residential</b>					
Water	\$ 2,008,822	\$ 2,649,580	\$ 2,043,907	\$ 2,938,553	\$ 1,417,464
Wastewater	\$ 930,467	\$ 1,296,554	\$ 1,695,908	\$ 1,522,930	\$ 883,387
<b>In-City Commercial</b>					
Water	\$ 1,752,110	\$ 2,934,225	\$ 4,085,751	\$ 1,338,332	\$ 222,134
Wastewater	\$ 461,347	\$ 1,457,580	\$ 1,900,865	\$ 1,153,932	\$ 114,474
<b>Out-of-City Wholesale</b>					
Water	\$ 406,253	\$ 114,713	\$ 52,534	0	0
Wastewater	\$ 895,448	\$ 20,711	\$ 870,291	\$ 671,680	0
<b>Total Collected</b>	<b>\$ 6,454,447</b>	<b>\$ 8,473,363</b>	<b>\$ 10,649,255</b>	<b>\$ 7,625,426</b>	<b>\$ 2,637,458</b>

8



## Impact Fees Collected FY 2020 - FY 2024 (Oct - Mar)



9

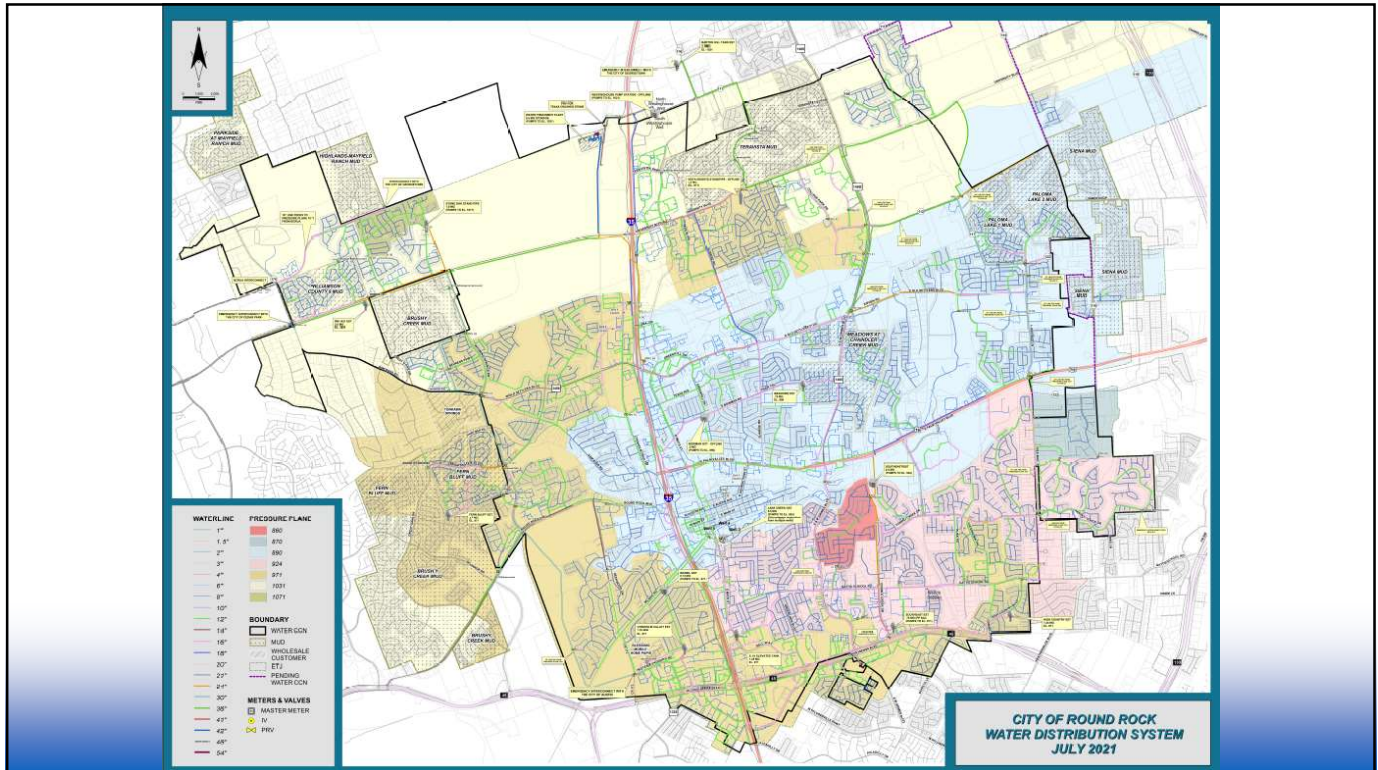


## Population Projections

Year	Inside City		City's ETJ	
	Projections	Growth Rate	Projections	Growth Rate
2020 (Census)	119,468	-	178,704	-
2021	122,455 (122,827)	2.5% (2.8%)	182,336	2.0%
2022	125,516 (124,614)	2.5% (1.5%)	184,993	1.5%
2023	128,292 (131,235)	2.2% (5.3%)	189,286	2.3%
2024	134,540 (132,927)	4.9% (1.3%)	196,035	3.6%
2025	139,834	3.9%	202,208	3.1%
2026	145,208	3.8%	208,843	3.3%
2027	149,621	3.0%	214,486	2.7%
2028	153,530	2.6%	219,624	2.4%
2029	157,298	2.5%	224,320	2.1%
2030	161,136	2.4%	228,933	2.1%

Notes: 2020 is the base year for these projections  
( ) Annual Estimates by Planning & Development Services Department

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## Water System Capital Improvement Projects

COMPLETED	Completion	Impact Fee Report Estimated Cost	Actual Cost
South 81 Elevated Storage Tank Pump Station	2019	\$157,000	\$1,070,900
Arterial H Phase II	2020	\$1,470,500	\$1,375,045
BCRUA Phase 1C - WTP Expansion to 32MGD	2020	\$4,465,000	\$3,635,540
Water Dist. Master Plan & Impact Fee	2020	\$66,000	\$220,570
University Blvd extension from end of 36-inch main to CR-110	2022	\$1,150,000	\$775,481
E Liberty Avenue, N Shephard St & Fannin Ave	2022	\$500,000	\$938,983
Kenny Fort Blvd from Old Settlers to Chandler Creek (24" WL)	2024	\$4,212,134	\$4,212,134
		<b>\$12,020,634</b>	<b>\$12,228,653</b>

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## Water System Capital Improvement Projects

IN PROGRESS	Estimated Completion	Impact Fee Report Estimated Cost	Actual Cost
Kenny Fort Blvd from Forest Creek Blvd to SH45 (12" WL)	2024	\$1,787,073	\$1,787,073
Old Settler's from Red Bud to CR-110 (16" WL)	2025	\$1,500,000	\$1,500,000
Sam Bass Rd from FM-1431 to Wyoming Springs Dr (42" WL)	2025	\$10,770,000	\$10,770,000
Redbud Lane from south of Palm Valley Blvd to Gattis School Rd (24" WL)*	2026	\$4,560,000	\$4,560,000
BCRUA Phase 1D - WTP Expansion to 42MGD	2025	\$4,934,911	\$4,934,911
BCRUA Phase 2 - Deep Water Intake	2027	\$77,437,930	\$77,437,930
BCRUA Phase 2A - WTP Expansion to 64MGD*	2028	\$35,000,000	\$35,000,000
		<b>\$135,989,914</b>	<b>\$135,989,914</b>

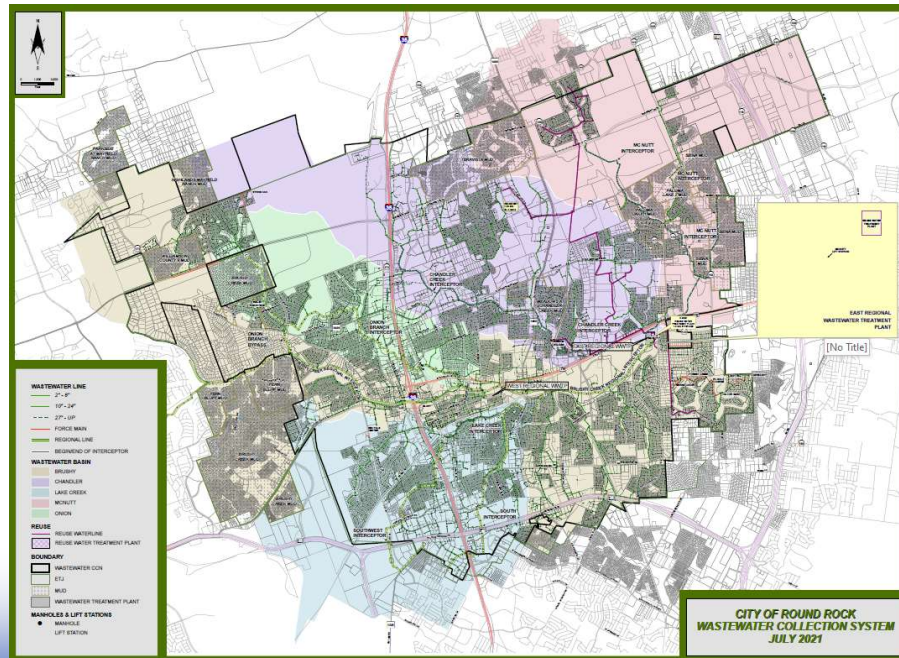
*\*Current estimates based on updated industry rates for projects in the design phase.*

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## Water System Capital Improvement Projects

UPCOMING	Estimated Completion	Impact Fee Report Estimated Cost
Groundwater GST and Pump Station Land Purchase	2024	\$784,000
GR-07: Hester's Crossing and CR-172 from west 971 zone to S-81 EST	2025	\$2,500,000
Kenny Fort Blvd 5 & 6 (24" WL)	2026	\$1,800,000
Eagle's Nest in Connection w/ Road Extension	2027	\$2,300,000
BCRUA 6MG Clearwell	2027	\$4,760,000
Red Bud & Gattis School to High County EST (24" WL)	2030	\$1,500,000
East Groundwater Supply (Joint Project w/ Georgetown)	2030	\$35,000,000
		<b>\$48,644,000</b>

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## Wastewater System Capital Improvement Projects

COMPLETED	Completion	Impact Fee Report Estimated Cost	Actual Cost
Brushy Creek 2	2019	\$685,000	\$349,000
Brushy Creek 4	2019	\$173,000	\$173,000
MC-1: New 6,760LF of 18-in	2022	\$1,973,000	\$0
		<b>\$2,831,000</b>	<b>\$522,000</b>

IN-PROGRESS	Estimated Completion	Impact Fee Report Estimated Cost	Actual Cost
Lake Creek 1	2024	\$3,786,150	\$3,786,150
Kenny Fort Blvd (2/3) from Forest Creek to Gattis School (18" WW)	2024	\$844,872	\$844,872
Cottonwood Creek Interceptor*	2025	\$4,363,000	\$4,363,000
WWTP Expansion to 40MGD*	2027	\$99,000,000	\$109,000,000
		<b>\$107,994,022</b>	<b>\$117,994,022</b>

\*Current estimates based on updated industry rates for projects in the design phase.

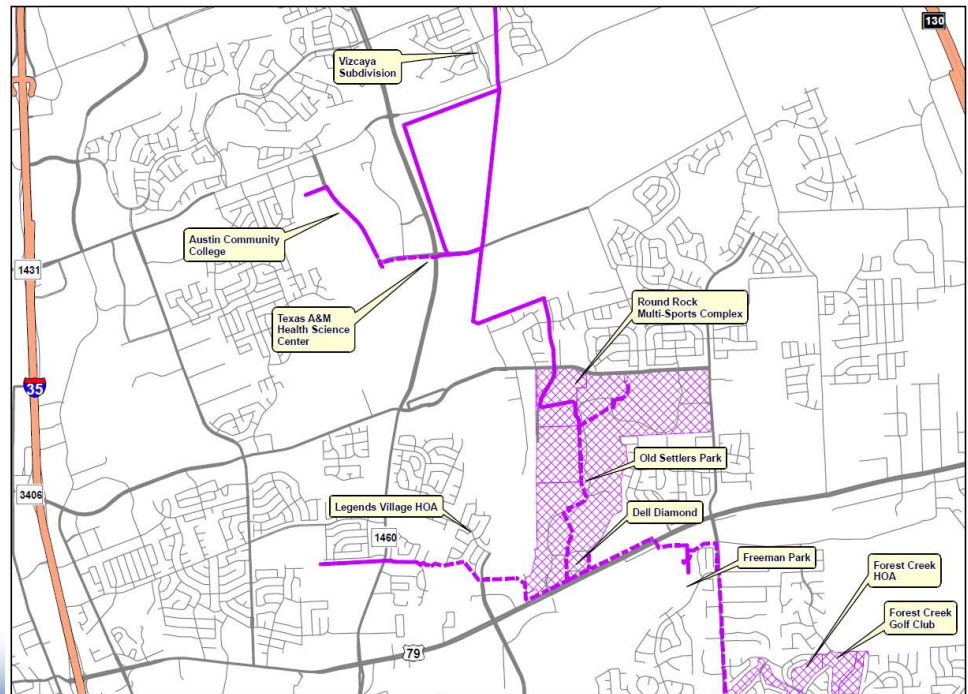
16

## Wastewater System Capital Improvement Projects

UPCOMING	Estimated Completion	Impact Fee Report Estimated Cost
CC-2 - West of AW Grimes (12" WW)	2025	\$516,000
CC-1 - Sunrise Rd South of University (15" WW)	2026	\$2,560,000
CC-4 - Near Old Settlers Park (18" WW)	2026	\$2,092,000
MC-2 - West side of SH130 (15" WW)	2026	\$3,961,000
BC-1 - Downtown Round Rock (12"-18" WW)	2027	\$2,294,000
MC-3 - North of Paloma Lake (24" WW)	2028	\$4,978,000
LC-3 - Near Round Rock West (15" WW)	2028	\$2,748,000
MC-4 - South of University between AW Grimes and CR110 (10"-15" WW)	2029	\$7,433,000
LC-4 - South of McNeil Rd along I35 (24" WW)	2030	\$3,694,000
		<b>\$30,276,000</b>

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## Reuse Water System



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## Reuse Water System Capital Improvement Projects

IN-PROGRESS	Estimated Completion	Impact Fee Report Estimated Cost	Actual Cost
Kenny Fort Blvd 16-inch Reuse Line	2024	\$1,705,468	\$1,705,468
Reuse High Service Pump Addition*	2025	\$750,000	\$750,000
Kenny Fort Blvd 24-inch Reuse Line*	2025	\$6,000,000	\$6,000,000
Reuse 2MG Ground Storage Tank*	2025	\$4,000,000	\$4,000,000
		<b>\$12,455,468</b>	<b>\$12,455,468</b>

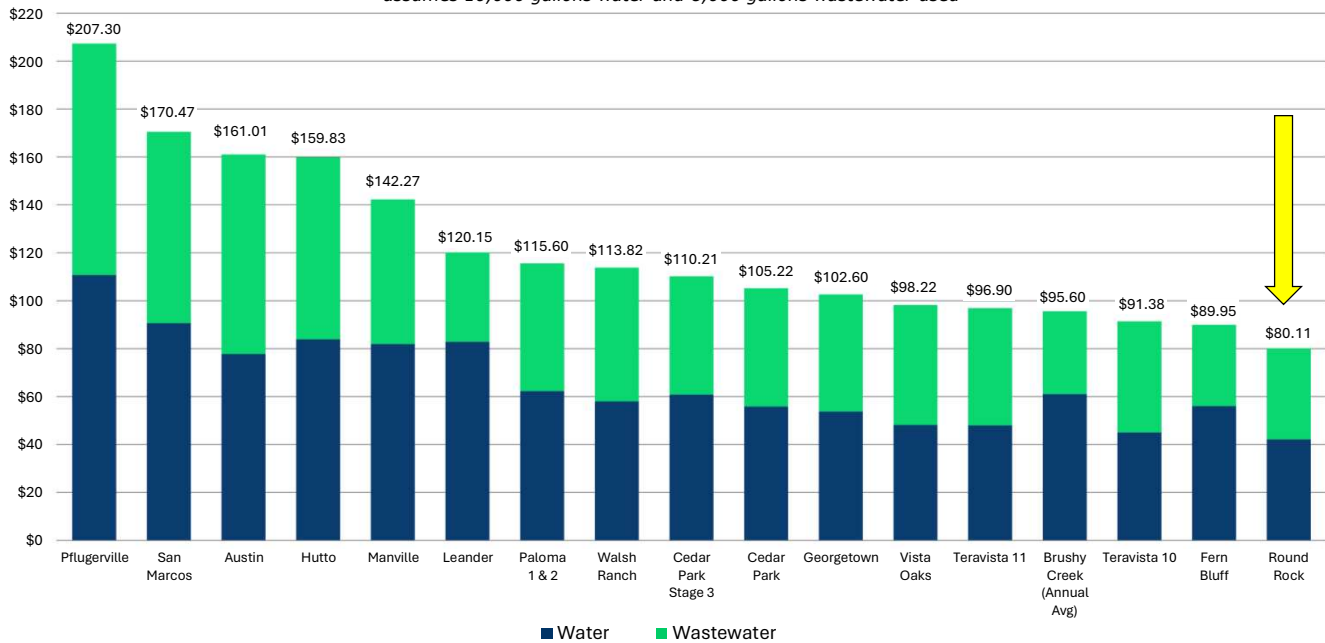
\*Current estimates based on updated industry rates for projects in the design phase.

UPCOMING	Estimated Completion	Impact Fee Report Estimated Cost
Reuse Line to Dell Way	2027	\$4,995,000
		<b>\$4,995,000</b>

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## Single-Family Residential Water and Wastewater Rates Monthly Comparison

*\*assumes 10,000 gallons water and 8,000 gallons wastewater used*



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## Area Impact Fee Comparison

City/Utility	Last Updated	Water	Wastewater	Total
Brushy Creek MUD	2012	\$2,095	\$1,804	\$3,899
Cedar Park	2020	\$3,160	\$3,170	\$6,330
San Marcos	2018	\$3,801	\$2,684	\$6,485
Austin	2023	\$4,800	\$2,900	\$7,700
<b>Round Rock</b>	<b>2023</b>	<b>\$4,912</b>	<b>\$2,921</b>	<b>\$7,833</b>
Leander	2023	\$8,762	\$2,301	\$11,063
Hutto	2021	\$8,832	\$2,788	\$11,620
Pflugerville	2023	\$14,713	\$1,316*	\$16,029
Georgetown	2023	\$11,000	\$6,129*	\$17,129
*Indicates the City has two different Wastewater Impact Fees, based on service area. The amount shown reflects the lowest fee charged by that City.				

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## Conclusion and Recommendations

Due to the volatility in growth rates and infrastructure requirements, the City recommends a review of the Impact Fees approximately every three years. The latest Impact Fee update report was completed in September 2023, adopted by the City Council in November 2023, and went into effect on January 1, 2024.

Over the past few years, the population growth in Round Rock has proceeded as projected in the Impact Fee Analysis. Therefore, the number of connections to the water and wastewater systems has increased as anticipated, and in some areas, more than was expected.

Due to the number of connections to the water and wastewater systems and the anticipated infrastructure projects needed to serve these new connections, the City updates its Water and Wastewater Master Plans and Impact Fee Report approximately every three years. This ensures that the City is collecting the necessary fees so that new growth is paying its fair share for the cost of constructing the required water and wastewater infrastructure.

The next Capital Improvements Plan Progress Report will be presented to the CIAC and the City Council in approximately six months.

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# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.9

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**Title:** Consider a resolution determining that “Competitive Sealed Proposal” is the delivery method which provides the best value for the Reuse Water Pump Station Second Electric Utility Feed and Pump Addition Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:**

**Indexes:** Self-Financed Water Construction

**Attachments:** Resolution, Map

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2024-128

The City of Round Rock’s reuse water system, initially installed in 2007, has grown significantly from its initial installation. The reuse water system now serves many customers, from Old Settlers Park and Dell Diamond to the Texas State University Round Rock Campus, Austin Community College Round Rock, Vizcaya Homeowners Association, Legends Village Homeowners Association, Forest Creek Homeowners Association, and Kalahari. In response to additional growth, more diverse uses of reuse water, and increased reliance on the system, the Utilities and Environmental Services Department has identified areas of needed expansion and resiliency improvements. Those include a second electric feed, an additional transfer pump, and an additional high-service pump to increase the system's resiliency and distribution capacity.

This request is for the approval to use a Competitive Sealed Proposal (CSP) method for contractor selection of this project. The project will require close coordination with wastewater treatment plant operations staff for critical tie-ins to existing reuse water infrastructure while keeping the existing treatment capacity in service and producing high-quality treated reuse water. The CSP method will allow the project team to evaluate contractors on qualifications and cost. This ensures that a contractor qualified to perform complex work at an operating treatment plant is selected to build the project. The CSP method will help to provide the best overall value to the City of Round Rock.

***Cost:*** N/A

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

## **RESOLUTION NO. R-2024-128**

**WHEREAS**, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

**WHEREAS**, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the Reuse Water Pump Station Second Electric Utility Feed and Pump Addition Project (“Project”), and

**WHEREAS**, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

**WHEREAS**, the Council has determined that the Project would be best served by utilizing the “Competitive Sealed Proposal” method, and

**WHEREAS**, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity,” and

**WHEREAS**, the City Council desires to comply with all requirements of the statute, Now  
Therefore

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the Reuse Water Pump Station Second Electric Utility Feed and Pump Addition Project in Round Rock, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 23rd day of May, 2024.

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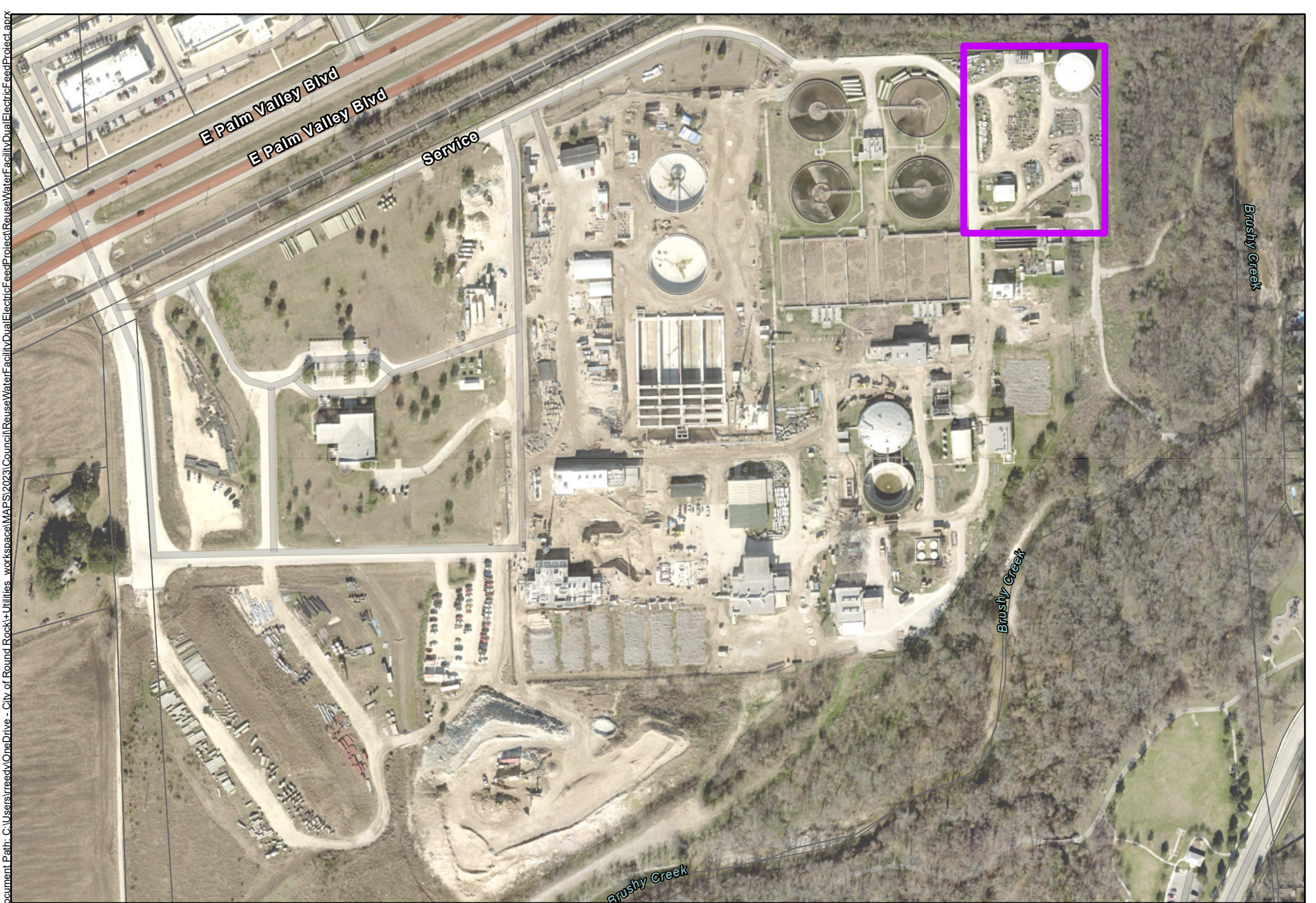
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk





Document Path: C:\Users\reev\OneDrive - City of Round Rock\Utilities - workspace\MA\PS\2023\Council Reuse Water Facility Dual Electric Feed Project any

Date: 4/12/2023

# Reuse Water Facility Dual Electric Feed Project







# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.10

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 to "City of Round Rock Agreement for Professional Consulting Services related to Expert Witness/Litigation Services for Wholesale Rate Cases with Raftelis Financial Consultants, Inc."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

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

**Cost:** \$350,000.00

**Indexes:** Utility Fund

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

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2024-129

For the past two utility rate updates, the City has contracted with Raftelis Financial Consultants, Inc. to be our rate consultant in regards to rate analysis and design for the City's water, wastewater and stormwater rates established for our retail and wholesale customers.

Several years ago, five of the City's wholesale customers filed a lawsuit against the City in regards to their water and wastewater rates. This lawsuit is still in litigation with the Public Utility Commission. The City has contracted with Raftelis for any necessary expert witness/litigation services in regards to this case. Raftelis has been providing financial and rate analysis and support throughout the rate case as it relates to the 2017 Wholesale Rate Study. This includes providing rebuttal testimony and participation in hearings, if necessary, as well as provide input to rate case strategy and any additional analysis required for settlement discussion.

Because the case is heading to trial later this year, the City would like to increase the contract amount with Raftelis. This Supplemental Agreement No. 3 will increase their contract amount by \$350,000 for a new total contract of \$836,256.

**Cost:** \$350,000

***Source of Funds:*** Utility Fund

**RESOLUTION NO. R-2024-129**

**WHEREAS**, the City of Round Rock (“City”) has previously entered into a “City of Round Rock Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases with Raftelis Financial Consultants, Inc.” (“Agreement”); and

**WHEREAS**, City and Raftelis Financial Consultants, Inc. desire to amend the Scope of Work and increase the Contract Amount by an additional \$350,000.00; and

**WHEREAS**, the City Council desires to enter into Supplemental Agreement No. 3 with Raftelis Financial Consultants, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to “City of Round Rock Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases with Raftelis Financial Consultants, Inc.,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



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

**SUPPLEMENTAL AGREEMENT NO. 3  
TO "PROFESSIONAL CONSULTING SERVICES RELATED TO  
EXPERT WITNESS/LITIGATION SERVICES  
FOR WHOLESALE RATE CASES  
WITH  
RAFTELIS FINANCIAL CONSULTANTS, INC."**

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

**THIS SUPPLEMENTAL AGREEMENT NO. 3** to "City of Round Rock Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases," hereinafter called "Supplemental Agreement No. 3," is made by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality, hereinafter called the "City" and RAFTELIS FINANCIAL CONSULTANTS, INC., hereinafter called the "Consultant," located at 3775 Capital of Texas Highway, Suite 290, Austin, Texas 78704.

**WHEREAS**, the City and Consultant previously executed the referenced "City of Round Rock Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases," hereinafter called the "Agreement," on December 3, 2020 by Resolution 2020-0353; and

**WHEREAS**, the City and Consultant subsequently executed Supplemental No. 1 amending the Scope of Work and increasing the Contract Amount of \$175,000.00 by an additional \$141,256.00 for a new Contract Amount of \$316,256.00; and

**WHEREAS**, the City and Consultant subsequently executed Supplemental No. 2 amending the Scope of Work and increasing the Contract Amount of \$316,256.00 by an additional \$170,000.00 for a new Contract Amount of \$486,256.00; and

**WHEREAS**, the City desires to amend the Scope of Work and increase the Contract Amount of \$486,256.00 by an additional \$350,000.00; and

**NOW THEREFORE**, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, the City and Consultant agree that said Agreement is amended and supplemented as follows:

## I.

Section 3.01 of the Agreement is hereby amended to read as follows:

### 3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in the Addendum to Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement in a professional and workmanlike manner pursuant to the Work Schedule attached as Exhibit "B," and incorporated herein by reference for all purposes.

## II.

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

### 5.01 CONTRACT AMOUNT

In consideration for the consulting services Consultant shall be paid on the basis of actual hours worked by employees performing work associated with this Agreement, in accordance with the Fee Schedule attached hereto as the Addendum to Exhibit "C," incorporated herein by reference for all purposes.

**Not-to-Exceed Total Payment for Services:** Consultant's total compensation for consulting services hereunder shall not exceed **Eight Hundred Thirty-Six Thousand Two Hundred Fifty-Six and No/100 Dollars (\$836,256.00)**. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant's fees for work done on behalf of City.

**Payment for Reimbursable Expenses:** There shall be no payments for reimbursable expenses included in this Agreement.

## III.

This Supplemental Agreement No. 3 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

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

**CITY OF ROUND ROCK, TEXAS**

**RAFTELIS FINANCIAL  
CONSULTANTS, INC.**

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

By: Angie Flores  
Printed Name: Angie Flores  
Title: Vice President  
Date Signed: 4/25/2024

**ATTEST:**

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

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

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

***ADDENDUM TO EXHIBIT A – SCOPE OF WORK***

Raftelis proposes providing the following services for the rate case:

- 1) Provide financial and rate analysis, as needed, through the rate case
- 2) Provide rate case support as it relates to Rate Case Application.
- 3) Rate case support will include providing direct and rebuttal testimony and participation in hearings.
- 4) Provide input into rate case strategy;
- 5) Respond to Requests for Information in coordination with Round Rock staff;
- 6) Develop any additional analysis required for settlement discussions or the rate case testimony.

***ADDENDUM TO EXHIBIT B – WORK SCHEDULE***

The schedule for these services will be dependent upon the rate case.

### ***ADDENDUM TO EXHIBIT C – FEE SCHEDULE***

The initial budget was \$175,000, with the first and second amendments of \$141,256 and \$170,000, respectively. This amendment of \$350,000 brings the total to \$836,256. Once we exceed this amount, we propose to complete the case on a time and materials basis at the Standard Hourly Billing Rates as shown below:

#### **Raftelis' 2024 Standard Hourly Billing Rates**

<b>Position</b>	<b>Hourly Rate</b>
Chairman of the Board	\$500
Chief Executive Officer	\$450
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Principal Consultant	\$295
Manager	\$285
Software Developer/Manager	\$285
Senior Consultant	\$250
Senior Software Developer	\$250
Consultant	\$220
Software Developer / Consultant	\$220
Creative Director	\$220
Junior Software Developer / Associate	\$185
Associate Consultant	\$185
Visual Facilitator	\$220
Graphic Designer	\$160
Analyst	\$135
GIS Specialist	\$115
Administration	\$100

\* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimilie, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Raftelis Financial Consultants, inc.  
Charlotte, NC United States

**Certificate Number:**  
2024-1162174

**Date Filed:**  
05/16/2024

**Date Acknowledged:**

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

City of Round Rock

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

Supplemental Agreement No. 2  
Professional consulting services related to Expert Witness/Litigation Services for Wholesale Rates

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burnes, Bernard	Charlotte, NC United States	X	
	Brandt, Peiffer	Charlotte, NC United States	X	
	Powell, Andre	Charlotte, NC United States	X	
	Bowles, Laura	Charlotte, NC United States	X	
	Ferguson, Michelle	Durham, NC United States	X	
	Boveri, Thierry	Maitland , FL United States	X	
	Locklear, Henrietta	Nashville, TN United States	X	
	Mastracchio, John	Lathan, NY United States	X	
	Kreps, Bart	Charlotte, NC United States	X	
	Bryant, Frank	Charlotte, NC United States		X

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

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Raftelis Financial Consultants, inc.  
Charlotte, NC United States

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Supplemental Agreement No. 2  
Professional consulting services related to Expert Witness/Litigation Services for Wholesale Rates

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			Controlling	Intermediary

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

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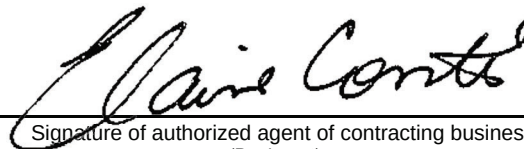
### 6 UNSWORN DECLARATION

My name is Elaine Conti, and my date of birth is [REDACTED].

My address is 2227 West Trade Street, Charlotte, NC, 28202, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Mecklenburg County, State of NC, on the 16th day of May, 2024.  
(month) (year)

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



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.

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Raftelis Financial Consultants, inc.  
Charlotte, NC United States

**Certificate Number:**  
2024-1162174

**Date Filed:**  
05/16/2024

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

City of Round Rock

**Date Acknowledged:**  
05/16/2024

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			Controlling	Intermediary
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	Brandt, Peiffer	Charlotte, NC United States	X	
	Powell, Andre	Charlotte, NC United States	X	
	Bowles, Laura	Charlotte, NC United States	X	
	Ferguson, Michelle	Durham, NC United States	X	
	Boveri, Thierry	Maitland , FL United States	X	
	Locklear, Henrietta	Nashville, TN United States	X	
	Mastracchio, John	Lathan, NY United States	X	
	Kreps, Bart	Charlotte, NC United States	X	
	Bryant, Frank	Charlotte, NC United States		X

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

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Charlotte, NC United States

**Certificate Number:**  
2024-1162174

**Date Filed:**  
05/16/2024

**Date Acknowledged:**  
05/16/2024

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City of Round Rock

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Supplemental Agreement No. 2  
Professional consulting services related to Expert Witness/Litigation Services for Wholesale Rates

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.11**

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**Title:** Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 2.5 acres of land out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:** Bradley Dushkin, Planning and Development Services Director

**Cost:**

**Indexes:**

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

**Department:** Planning & Development Services

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### Text of Legislative File 2024-130

SSM Design Group, requests a service agreement from the City of Round Rock. This agreement requires all available city services to be provided to the property upon annexation into the City. Annexation will be considered on a separate agenda item.

## **RESOLUTION NO. R-2024-130**

**WHEREAS**, pursuant to Texas Local Government Code, Chapter 43, Section 43.003, a home-rule municipality may extend to the boundaries of the municipality and annex area adjacent to the municipality; and

**WHEREAS**, Texas Local Government Code, Chapter 43, Subchapter C-3, authorizes municipalities to annex an area on the request of all property owners in an area; and

**WHEREAS**, the City of Round Rock, Texas (the “City”) has received a petition for annexation from Danny A. Cruz-Posas and Vilexis A. Salas Palma, husband and wife (the “Owners”) requesting the annexation of 2.500 acres out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane (the “Property”); and

**WHEREAS**, the City desires to proceed with the annexation of the Property; and

**WHEREAS**, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated a written agreement with the owner of the Property regarding the provision of services to the Property upon annexation (“Municipal Services Agreement”); and

**WHEREAS**, the City and Owners desire to enter into this Municipal Services Agreement and abide by the terms therein, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Municipal Services Agreement, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 23rd day of May, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK, TEXAS**

**AND  
3809 DORIS LANE OWNERS**

This MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the 2nd day of May, 2024, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Danny A. Cruz-Posas and Vilexis A. Salas Palma, husband and wife (the "Owners").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area if each of the owners of the land in an area request the annexation; and

**WHEREAS**, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owners that sets forth services to be provided by the municipality for the properties in the affected area; and

**WHEREAS**, the Owners own a certain parcel of land situated in Williamson County, Texas, which consists of approximately 2.500 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Property" or the "Area"); and

**WHEREAS**, the Owners have filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "3809 Doris Lane Annexation" (the "Annexation"); and

**WHEREAS**, the City and Owners desire to set forth the City services to be provided for the Property on or after the effective date of the Annexation pursuant to Section 43.0672; and

**WHEREAS**, the Annexation and execution of this Agreement are subject to approval by the governing body of the City.

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation.
2. **INTENT.** It is the intent of the City that this Agreement provide the delivery of full, available municipal services to the Property as described herein, in accordance with State law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

A. Commencing on the effective date of the annexation, the City will provide the municipal services set forth below. For the purposes of this Agreement, the term “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and the developer or Owner’s participation, in accordance with applicable State law and City ordinances, rules, regulations and policies.

- i. Fire and Police Services. The City will provide these services to the Area.
- ii. Planning, Zoning, Building and Code Enforcement. The City will provide comprehensive planning, land development, land use, and building review, inspection services and code enforcement in accordance with all applicable laws, ordinances, rules, regulations and policies.
- iii. Water and Wastewater. The property is currently located within the Manville Water Supply Corporation (“MWSC”) certified service area and water service is available and will be provided by MWSC upon annexation of the Property. Upon execution of a Water CCN Transfer Agreement and approval by the Texas Public Utility Commission, the City will provide water for the Property. The City will provide wastewater for the Property. If, and when, the Property is developed, platted, or the current use(s) of the Property changes in the future, landowners shall be required to fund and construct necessary water and wastewater capital improvements to serve the annexed Property in accordance with applicable State law and the City’s ordinances, rules, regulations and policies.
- iv. Solid Waste Service. Within its corporate boundaries, the City currently contracts with Central Texas Refuse (dba “CTR”) for residential and nonresidential collection.

B. It is understood and agreed that the City is not required to provide any service that is not explicitly included in this Agreement.

4. **AUTHORITY.** The City and the Owners represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. The Owners acknowledge that approval of the Annexation is within the sole jurisdiction of the City’s governing body. Nothing in this Agreement guarantees favorable decisions by the City’s governing body.
5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never a part of the Agreement.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of this Agreement will be interpreted in accordance with the laws of the State of Texas.
7. **GOVERNING LAW AND VENUE.** This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
8. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
9. **WAIVER.** The failure of either party to insist on the performance of any term of provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE PROPERTY.**  
This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of the annexation of the Property.

[Signatures on the following pages.]



**CITY OF ROUND ROCK, TEXAS**

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

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

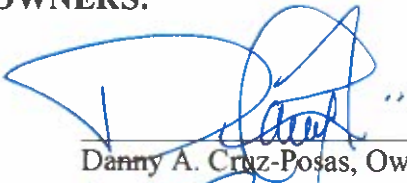
**Attest:**

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

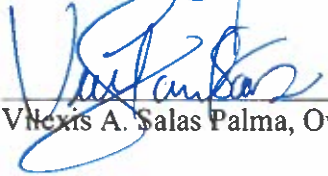
For City, Approved as to Form:

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

**OWNERS:**

A handwritten signature in blue ink, appearing to read "Danny Cruz-Posas", written over a horizontal line.

Danny A. Cruz-Posas, Owner

A handwritten signature in blue ink, appearing to read "Vlexis A. Salas Palma", written over a horizontal line.

Vlexis A. Salas Palma, Owner

# JPH Land Surveying, Inc.

D.F.W. ★ Central Texas ★ West Texas ★ Houston ★ San Antonio

## EXHIBIT "A" BOUNDARY DESCRIPTION

Page 1 of 4



**FIELD NOTES** for a 2.500 acre tract of land situated in the John H. Randall Survey, Abstract No. 531 in Williamson County, Texas, being a portion of Lot 4, *TRI-VIEW ESTATES*, an addition to the City of Round Rock, Williamson County, Texas, recorded in Cabinet C, Slides 14-15, of the Plat Records of Williamson County, Texas, as conveyed in a General Warranty Deed to Danny A. Cruz-Posas and Vilexis A. Salas Palma (hereinafter referred to as Cruz-Posas tract), recorded under Instrument Number 2022091493, of the Official Public Records of Williamson County, Texas; the subject tract being more particularly described as follows:

**BEGINNING** at a 1/2 inch rebar found in the common line of said Lot 4 and Doris Lane (a 50-foot wide right-of-way per Cabinet C, Slides 14-15, of said Plat Records), at the common north corner of said Cruz-Posas tract and the tract described as 1.093 acres in a Special Warranty Deed with Vendor's Lien to Renewable Property Group, LLC, a Texas limited liability company (hereinafter referred to as Renewable Property Group tract), recorded under Instrument Number 2022091493, of said Official Public Records;

**THENCE** NORTH 88° 00' 06" EAST, with the common line of said Lot 4 and said Doris Lane, a distance of 251.68 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the common north corner of said Lot 4 and Lot 5A, *REPLAT OF LOT 5, TRI-VIEW ESTATES*, Cabinet O, Slide 297, of said Plat Records, from which a "+" cut in concrete found at the northeast corner of said Lot 5A bears NORTH 88° 00' 06" EAST, a distance of 122.19 feet;

**THENCE** SOUTH 02° 22' 01" EAST, with the common line of said Lot 4 and said Lot 5A, a distance of 432.57 feet to a 1/2 inch rebar found at the common south corner of said Lot 4 and said Lot 5A;

**THENCE** SOUTH 87° 57' 00" WEST, with the south line of said Lot 4, a distance of 251.75 feet to a 1/2 inch rebar found at the common south corner of said Cruz-Posas tract and the tract described as 1.25 acres in a Correction Warranty Deed to CM Collier,

<u>Dallas-Fort Worth</u>	<u>Central Texas</u>	<u>West Texas</u>	<u>Houston</u>
785 Lonesome Dove Tr. Hurst, Texas 76054 (817) 431-4971	1516 E. Palm Valley Blvd., A4 Round Rock, Texas 78664 (512) 778-5688	426 Graham Street Tuscola, Texas 79562 (325) 672-7420	11511 Katy Fwy., 515 Houston, Texas 77079 (281) 812-2242

L.P. (hereinafter referred to as CM Collier tract), recorded under Instrument Number 2004079691, of said Official Public Records;

**THENCE** NORTH 02° 21' 28" WEST, through the interior of said Lot 4 in part with the east lines said CM Collier tract and said Renewable Property Group tract, a distance of 432.80 feet to the **POINT OF BEGINNING**, enclosing 2.500 acres ( $\pm 108,913$  square feet) of land.

**THIS DESCRIPTION SHALL NOT BE USED OR RELIED UPON  
FOR CONVEYANCE PURPOSES**

Chris Henderson  
Registered Professional  
Land Surveyor No. 6831  
[chris@jphls.com](mailto:chris@jphls.com)  
January 3, 2024



# EXHIBIT "A"

PAGE 3 OF 4

THIS EXHIBIT SHALL NOT BE USED OR RELIED  
UPON FOR CONVEYANCE PURPOSES

## MONUMENTS / BEARING BASIS

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set  
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set  
**Monuments are found if not marked MNS or CRS.**  
Bearings are based on Grid North, Texas Coordinate  
System of 1983, Central Zone

## LEGEND OF ABBREVIATIONS

- P.R.W.C.T. Plat Records of Williamson County, Texas  
O.P.R.W.C.T. Official Public Records of Williamson County, Texas  
D.R.W.C.T. Deed Records of Williamson County, Texas  
POB/POC Point of Beginning/Point of Commencing

Chris Henderson  
Registered Professional  
Land Surveyor No. 6831  
Chris@jphls.com  
January 3, 2024



JPH Job No.

2023.393.001 3809 Doris Ln, Round Rock, Wilco.,  
TX-EXHIBIT.dwg

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1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBPELS Firm #10019500  
DFW | Central Texas | West Texas | Houston | San Antonio

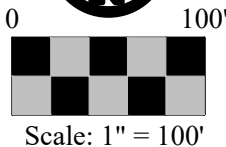
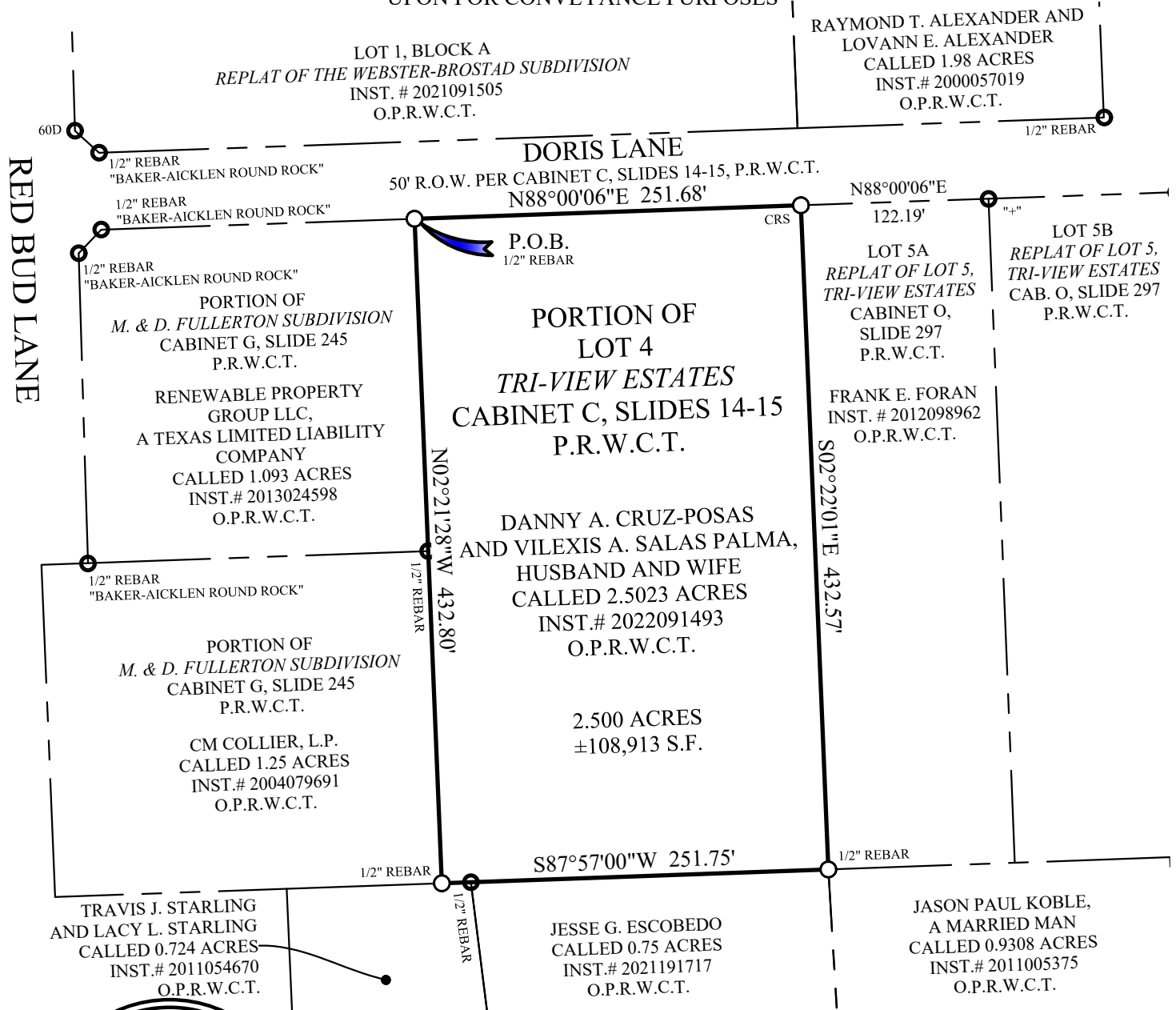
EXHIBIT SHOWING  
**2.500 ACRES**

SITUATED IN THE  
**JOHN H. RANDALL SURVEY**  
**ABSTRACT NO. 531**  
WILLIAMSON COUNTY, TEXAS

# EXHIBIT "A"

PAGE 4 OF 4

THIS EXHIBIT SHALL NOT BE USED OR RELIED  
UPON FOR CONVEYANCE PURPOSES



## EXHIBIT SHOWING 2.500 ACRES

### SITUATED IN THE JOHN H. RANDALL SURVEY ABSTRACT NO. 531

WILLIAMSON COUNTY, TEXAS

JPH Job No.

2023.393.001 3809 Doris Ln, Round Rock, Wilco.,  
TX-EXHIBIT.dwg

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ETJ  
City Limit

Red Bud Ln

Subject Tract  
2.50 ac.

Doris Ln

Fischer Cv







# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.1

---

**Title:** Consider public testimony regarding, and an ordinance annexing 2.5 acres of land out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:** Bradley Dushkin, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Map

**Department:** Planning & Development Services

---

### Text of Legislative File 2024-131

SSM Design Group, has requested annexation into the City of Round Rock. The subject parcel, comprising of 2.5 acres, is located in the extraterritorial jurisdiction and meets contiguity requirements pursuant to local government code.



## ORDINANCE NO. O-2024-131

**AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 2.500 ACRES OF LAND, OUT OF THE JOHN H. RANDALL SURVEY, ABSTRACT NO. 531, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, the City of Round Rock, Texas (the “City”) is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended; and

**WHEREAS**, the City desires to annex approximately 2.500 acres out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane, more fully described and depicted in Exhibit “A,” attached hereto and incorporated herein for all purposes (the “Property”); and

**WHEREAS**, pursuant to Texas Local Government Code, Chapter 43, Section 43.003, a home-rule municipality may extend to the boundaries of the municipality and annex area adjacent to the municipality; and

**WHEREAS**, Texas Local Government Code, Chapter 43, Subchapter C-3, authorizes municipalities to annex an area on the request of all property owners in an area; and

**WHEREAS**, the City has received a petition for annexation from all property owners for the 2.500 acre tract further described in Exhibit “A;” and

**WHEREAS**, the petition for annexation is attached as Exhibit “B” hereto and incorporated herein for all purposes; and

**WHEREAS**, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated May 23, 2024, with the owners of the Property regarding the provision of services to the Property upon annexation, of which a copy of the applicable service plan and schedule is attached hereto and incorporated herein for all purposes as Exhibit “C;” and

**WHEREAS**, the City Council provided public notice and held a public hearing on May 23, 2024, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0673; and

**WHEREAS**, the City has complied with all requirements established under the Texas Local Government Code necessary to take this action annexing the Property,

**WHEREAS**, the City Council hereby considers it appropriate to grant the petition for annexation, Now Therefore

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

**I.**

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**II.**

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.

**III.**

That the property described in Exhibit "A" is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

**IV.**

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

**V.**

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

**VI.**

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

**VII.**

That this Ordinance shall become effective after its passage.

**VIII.**

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

## **IX.**

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

## **X.**

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Alternative 2.

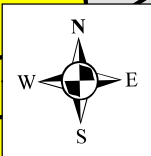
**READ and APPROVED** on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**READ, APPROVED and ADOPTED** on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
MEAGAN SPINKS, City Clerk



ETJ

City Limit

SR

Red Bud Ln

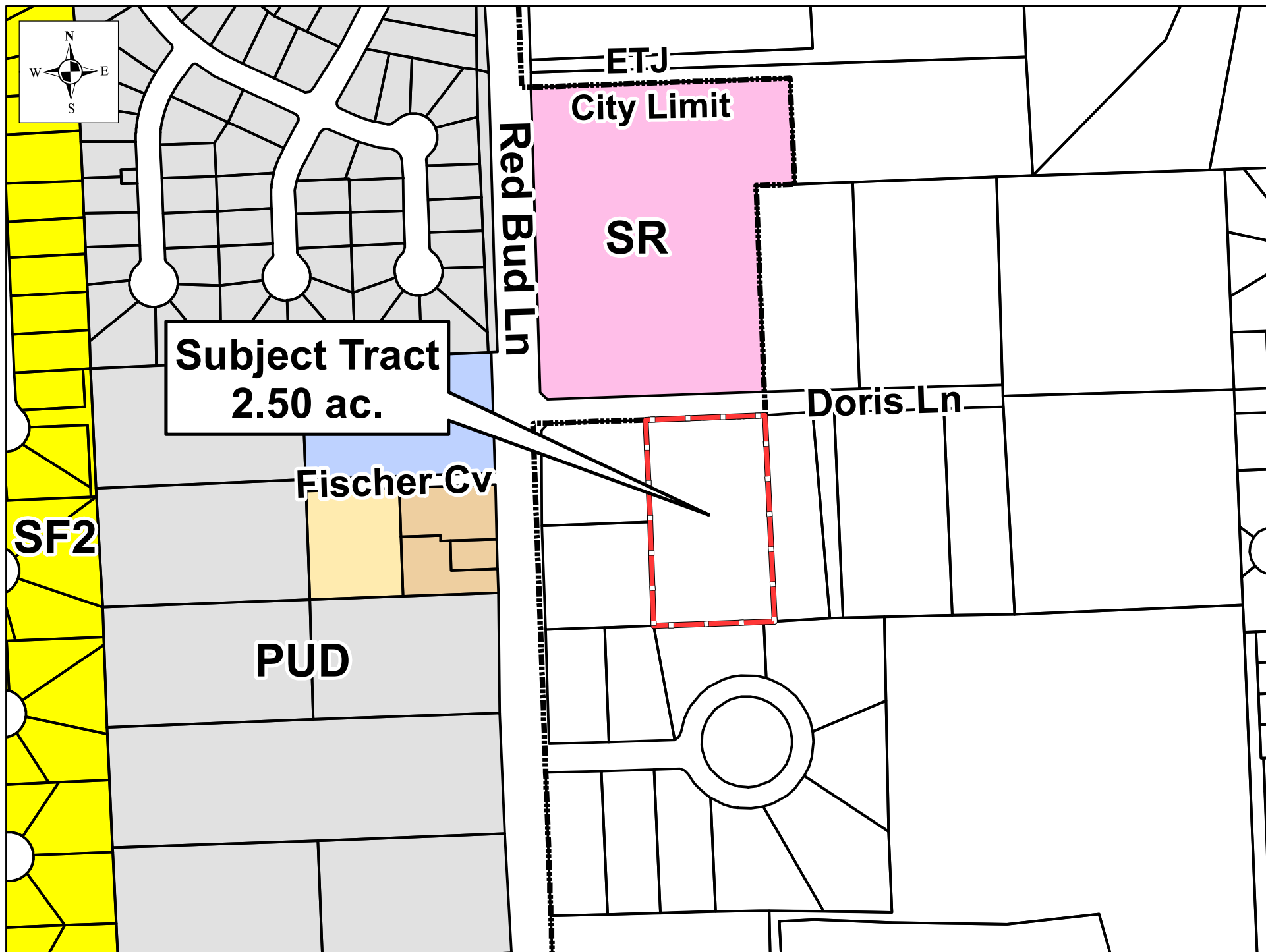
Subject Tract  
2.50 ac.

Doris Ln

Fischer Cv

SF2

PUD





# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.2

---

**Title:** Consider public testimony regarding, and an ordinance zoning 2.5 acres out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane to the TH (Townhouse) district. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:** Bradley Dushkin, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit A, Ariel Map, Zoning Map

**Department:** Planning & Development Services

---

### Text of Legislative File 2024-132

History: The subject tract is currently unzoned and located in the City's extraterritorial jurisdiction (ETJ).

Comprehensive Plan and Zoning: The Round Rock 2030 Comprehensive Plan Future Land Use Map (FLUM) designates the subject tract as residential which provides for townhome development. The Round Rock 2030 Comprehensive Plan recommends the city consider rezoning proposals, such as townhouse zoning, that provide for alternative housing forms that meet the needs of our growing population.

Traffic, Access and Roads: The Red Bud Lane South CIP improvements will include improvements to the Doris Lane/Red Bud intersection and widen approximately 150' of Doris Lane to a three-lane section. Roadway Impact Fees will be assessed based on the date of plat recordation and charged at the time of building permit.

TH District: The Townhouse zoning district provides an alternative housing option to single family residential and higher density multifamily development. The district often provides a transition between lower intensity residential uses and more intensive uses. Townhouse is defined as a residential structure consisting of three or more dwelling units sharing one or more wall(s) with an abutting unit, each unit occupying space from ground to roof and having front and rear walls open directly to the outside for access. Development standards include:

- Townhouses shall not exceed 12 dwelling units per acre but can increase to 14 units per acre with enhanced building design standards.
- Building height is allowed up to 3-stories with specific orientation requirements.

At its April 17, 2024, meeting, the Planning and Zoning Commission recommended approval of the original zoning to TH by a vote of 7-0. There was 1 speaker during the public hearing. The speaker expressed concerns about noise and traffic, as well as the disruption of character and peace to their neighborhood.



## ORDINANCE NO. O-2024-132

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 2.500 ACRES OF LAND OUT OF THE JOHN H. RANDALL SURVEY, ABSTRACT NO. 531, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT TH (TOWNHOUSE); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS**, the City of Round Rock, Texas has recently annexed 2.500 acres out of the John H. Randall Survey, Abstract No. 531, located east of Red Bud Lane and south of Doris Lane in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” (the “Property”), attached hereto and incorporated herein, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 17th day of April, 2024, following lawful publication of the notice of said public hearing, and

**WHEREAS**, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit “A” be originally zoned as District TH (Townhouse), and

**WHEREAS**, on the 23rd day of May, 2024, after proper notification, the City Council held a public hearing on the proposed original zoning, and

**WHEREAS**, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

**I.**

That the City Council has considered and hereby makes the following findings regarding this original zoning:

1. It is consistent with the Round Rock Comprehensive Plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for existing uses that are and would be permitted by District TH (Townhouse); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the existing uses in District TH (Townhouse).

**II.**

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District TH (Townhouse).

### III.

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

Alternative 2.

**READ and APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**READ, APPROVED and ADOPTED** on second reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

# JPH Land Surveying, Inc.

D.F.W. ★ Central Texas ★ West Texas ★ Houston ★ San Antonio

## EXHIBIT "A" BOUNDARY DESCRIPTION

Page 1 of 4



**FIELD NOTES** for a 2.500 acre tract of land situated in the John H. Randall Survey, Abstract No. 531 in Williamson County, Texas, being a portion of Lot 4, *TRI-VIEW ESTATES*, an addition to the City of Round Rock, Williamson County, Texas, recorded in Cabinet C, Slides 14-15, of the Plat Records of Williamson County, Texas, as conveyed in a General Warranty Deed to Danny A. Cruz-Posas and Vilexis A. Salas Palma (hereinafter referred to as Cruz-Posas tract), recorded under Instrument Number 2022091493, of the Official Public Records of Williamson County, Texas; the subject tract being more particularly described as follows:

**BEGINNING** at a 1/2 inch rebar found in the common line of said Lot 4 and Doris Lane (a 50-foot wide right-of-way per Cabinet C, Slides 14-15, of said Plat Records), at the common north corner of said Cruz-Posas tract and the tract described as 1.093 acres in a Special Warranty Deed with Vendor's Lien to Renewable Property Group, LLC, a Texas limited liability company (hereinafter referred to as Renewable Property Group tract), recorded under Instrument Number 2022091493, of said Official Public Records;

**THENCE** NORTH 88° 00' 06" EAST, with the common line of said Lot 4 and said Doris Lane, a distance of 251.68 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the common north corner of said Lot 4 and Lot 5A, *REPLAT OF LOT 5, TRI-VIEW ESTATES*, Cabinet O, Slide 297, of said Plat Records, from which a "+" cut in concrete found at the northeast corner of said Lot 5A bears NORTH 88° 00' 06" EAST, a distance of 122.19 feet;

**THENCE** SOUTH 02° 22' 01" EAST, with the common line of said Lot 4 and said Lot 5A, a distance of 432.57 feet to a 1/2 inch rebar found at the common south corner of said Lot 4 and said Lot 5A;

**THENCE** SOUTH 87° 57' 00" WEST, with the south line of said Lot 4, a distance of 251.75 feet to a 1/2 inch rebar found at the common south corner of said Cruz-Posas tract and the tract described as 1.25 acres in a Correction Warranty Deed to CM Collier,

<u>Dallas-Fort Worth</u>	<u>Central Texas</u>	<u>West Texas</u>	<u>Houston</u>
785 Lonesome Dove Tr. Hurst, Texas 76054 (817) 431-4971	1516 E. Palm Valley Blvd., A4 Round Rock, Texas 78664 (512) 778-5688	426 Graham Street Tuscola, Texas 79562 (325) 672-7420	11511 Katy Fwy., 515 Houston, Texas 77079 (281) 812-2242

L.P. (hereinafter referred to as CM Collier tract), recorded under Instrument Number 2004079691, of said Official Public Records;

**THENCE** NORTH 02° 21' 28" WEST, through the interior of said Lot 4 in part with the east lines said CM Collier tract and said Renewable Property Group tract, a distance of 432.80 feet to the **POINT OF BEGINNING**, enclosing 2.500 acres ( $\pm 108,913$  square feet) of land.

**THIS DESCRIPTION SHALL NOT BE USED OR RELIED UPON  
FOR CONVEYANCE PURPOSES**

Chris Henderson  
Registered Professional  
Land Surveyor No. 6831  
[chris@jphls.com](mailto:chris@jphls.com)  
January 3, 2024



# EXHIBIT "A"

PAGE 3 OF 4

THIS EXHIBIT SHALL NOT BE USED OR RELIED  
UPON FOR CONVEYANCE PURPOSES

## MONUMENTS / BEARING BASIS

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set  
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set  
**Monuments are found if not marked MNS or CRS.**  
Bearings are based on Grid North, Texas Coordinate  
System of 1983, Central Zone

## LEGEND OF ABBREVIATIONS

- P.R.W.C.T. Plat Records of Williamson County, Texas  
O.P.R.W.C.T. Official Public Records of Williamson County, Texas  
D.R.W.C.T. Deed Records of Williamson County, Texas  
POB/POC Point of Beginning/Point of Commencing

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TBPELS Firm #10019500

DFW | Central Texas | West Texas | Houston | San Antonio

EXHIBIT SHOWING  
**2.500 ACRES**

SITUATED IN THE  
**JOHN H. RANDALL SURVEY**  
**ABSTRACT NO. 531**

WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS





ETJ  
City Limit

Red Bud Ln

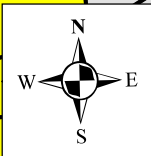
Subject Tract  
2.50 ac.

Doris Ln

Fischer Cv







ETJ

City Limit

SR

Red Bud Ln

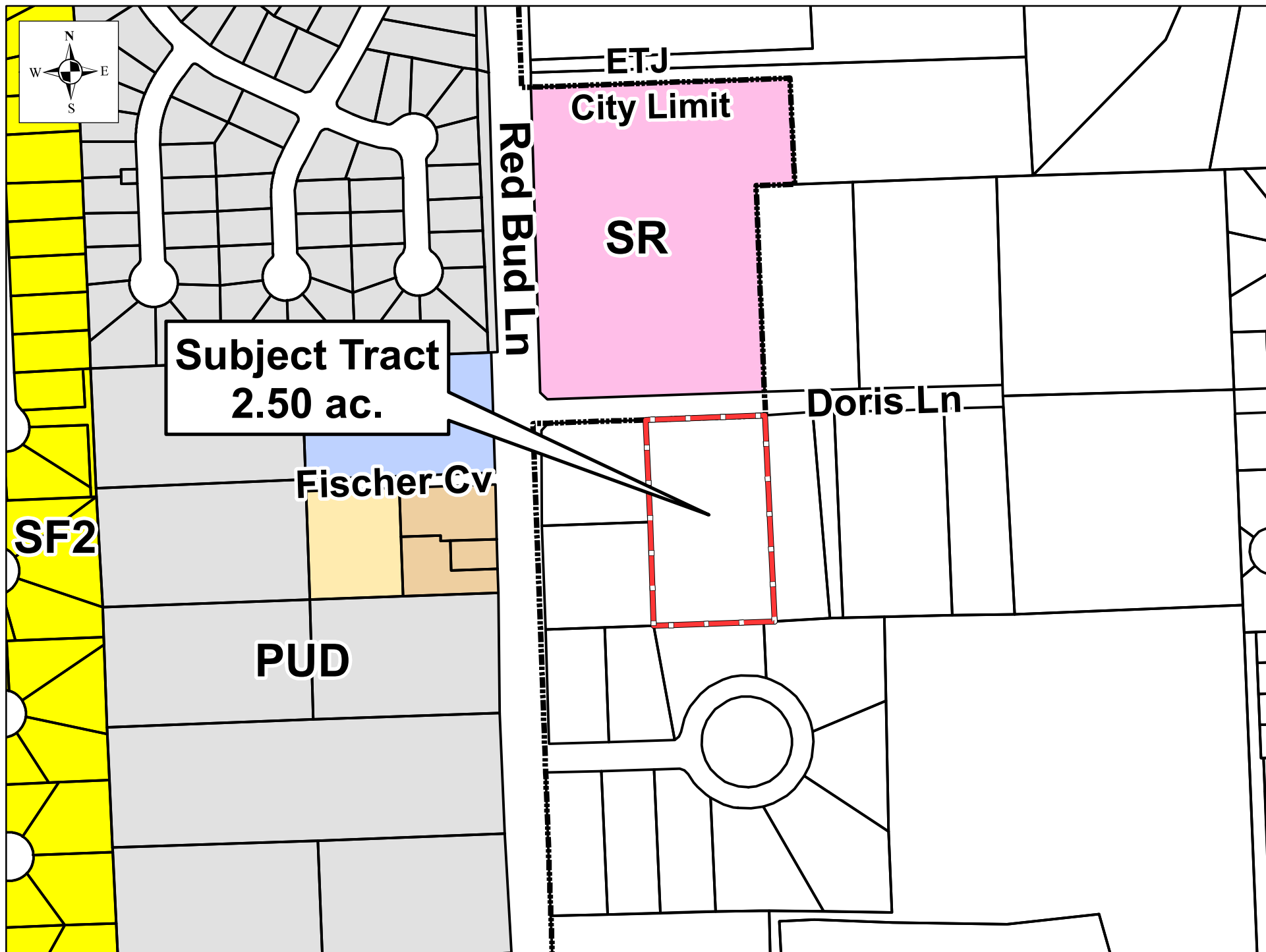
Subject Tract  
2.50 ac.

Doris Ln

Fischer Cv

SF2

PUD





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** J.1

---

**Title:** Consider the appointment of a Council Director to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Administration

---

**Text of Legislative File TMP-24-0419**



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** J.2

---

**Title:** Consider the appointment of a Citizen Director to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Administration

---

**Text of Legislative File TMP-24-0421**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: L.1**

---

**Title:** Consider Executive Session as authorized by §551.071, Government Code, related to consultation with attorney regarding pending litigation, to wit: Texas Disposal System, Inc. v. City of Round Rock, et al, cause no. 22-0482-C395.

**Type:** Executive Session

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

---

**Text of Legislative File TMP-24-0422**



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** L.2

---

**Title:** Consider Executive Session as authorized by §551.071, Government Code, related to consultation with attorney regarding an update on the Comptroller of Public Accounts' proposed rule amendment related to sales tax.

**Type:** Executive Session

**Governing Body:** City Council

**Agenda Date:** 5/23/2024

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File TMP-24-0423**