



City of Round Rock

City Council

Meeting Agenda

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

Thursday, November 21, 2024

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. STAFF PRESENTATIONS:

- E.1 [Consider a presentation regarding the Fall 2024 UniverCity graduating class.](#)

F. CONSENT AGENDA:

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

- F.1 [Consider approval of minutes from the November 7, 2024, City Council meeting.](#)
- F.2 [Consider a resolution authorizing the Mayor to execute an Agreement with Brightly Software Inc. for the purchase of asset tagging software.](#)
- F.3 [Consider an ordinance adopting Amendment No. 2 to the FY 2023-2024 Operating Budget. \(Second Reading\)](#)

G. RESOLUTIONS:

- G.1 [Consider a resolution authorizing the Mayor to execute an Engineering Services Contract with Hendrix Consulting Engineers for 2024 On-Call MEP Design and Commissioning Services.](#)
- G.2 [Consider a resolution authorizing the Mayor to execute the First Amendment to the Memorandum of Lease and Option between the City and KR CC, Inc.](#)
- G.3 [Consider a resolution authorizing the Mayor to execute the Fourth Amendment to the Ground Lease Agreement between the City and KR CC, Inc.](#)
- G.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Google Fiber Texas, LLC regarding construction inspection services.](#)
- G.5 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with HDR Engineering, Inc. for Google Fiber Inspection Services.](#)
- G.6 [Consider a resolution authorizing the Mayor to execute a Contract with Dan Williams Company for the CR 112 East Project.](#)
- G.7 [Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the McNeil Road Extension Railroad Culverts Project.](#)
- G.8 [Consider a resolution authorizing the Mayor to execute a Contract with Elecnor Belco Electric, Inc. for the Signal Construction at Sam Bass Road and Old Settlers Boulevard Project.](#)
- G.9 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 9 with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project.](#)
- G.10 [Consider a resolution casting a vote for the Williamson Central Appraisal District Board of Directors.](#)
- G.11 [Consider executing an Agreement with Yellowstone Landscape for the purchase of citywide landscape and maintenance services.](#)

H. ORDINANCES:

- H.1 [Consider public testimony regarding, and an ordinance rezoning 57.15 acres out of the David Curry Survey, Abstract No. 130 from the C-1 \(General Commercial\) zoning district to the PUD \(Planned Unit Development\) No. 155 zoning district \(First Reading\)*.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

- J.1 [Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: approximately 19.4 acres of real property located east of North Red Bud Lane and adjacent to the Old Settlers Boulevard Extension Project.](#)
- J.2 [Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: 509 Sheppard Avenue, Round Rock, Texas.](#)
- J.3 [Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: 512 Burnet Street, Round Rock, Texas.](#)
- J.4 [Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: 1004 East Rock Cove, Round Rock, Texas.](#)

K. ADJOURNMENT

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

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

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

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 15th day of November 2024, at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Ann Franklin, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation regarding the Fall 2024 UniverCity graduating class.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Joe Brehm, Director of Community and Neighborhood Services

Cost:

Indexes:

Attachments:

Department: Community and Neighborhood Services

Text of Legislative File TMP-24-0826



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of minutes from the November 7, 2024, City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments: 110724 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-24-0066



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, November 7, 2024

A. CALL MEETING TO ORDER

The Round Rock City Council met in regular session on November 7, 2024, in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:07 pm.

B. ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Kristin Stevens
Council Member Michelle Ly
Council Member Rene Flores
Council Member Melissa Fleming
Council Member Frank Ortega
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

There were no citizens wishing to speak.

E. STAFF PRESENTATIONS:**E.2** [Consider a presentation in appreciation of Valerie LaCour Francois Director of Human Resources for 13 years of service to the City of Round Rock.](#)

Presentations were given in honor of Valerie LaCour Francois, Director of Human Resources by Susan Morgan, CFO; Shane Glaiser, Fire Chief; Rick Atkins, Director of Parks and Recreation; Allen Banks, Chief of Police; Sara Bustilloz, Director of Communications and Marketing; Michael Thane, Executive Director of Public Works; Mayor and Council; and Laurie Hadley, City Manager.

Meeting went into Recess at 6:34 p.m.

Meeting Reconvened at 6:42 p.m.

E.1 [Consider a presentation and department update from Finance.](#)

Susan Morgan, CFO made the staff presentation.

F. APPROVAL OF MINUTES:**F.1** [Consider approval of minutes from the October 24, 2024, City Council meeting.](#)

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

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

Nays: 0

Absent: 0

G. RESOLUTIONS:

- G.1** [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Plummer and Associates, Inc. for the BCRWWS East Wastewater Treatment Plant Expansion to 40 MGD Project.](#)

Michael Thane, Executive Director of Public Works made the staff presentation.

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

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

Nays: 0

Absent: 0

- G.2** [Consider a resolution authorizing the Mayor to execute a Contract with SJ&J Construction, LLC for the Logan Street Culvert Rehabilitation Project.](#)

Michael Thane, Executive Director of Public Works made the staff presentation.

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

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

Nays: 0

Absent: 0

G.3 [Consider a resolution authorizing the Renewal of the City's employee vision benefits with Community Eye Care, LLC for the period of January 1, 2025 through December 31, 2026.](#)

Tyler Jarl, Benefits Manager 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 Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

G.4 [Consider a resolution authorizing the Renewal of the City's Long Term Disability Policy with Madison National Life Insurance Company, Inc. for the period of January 1, 2025 through December 31, 2027.](#)

Tyler Jarl, Benefits Manager made the staff presentation.

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

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

Nays: 0

Absent: 0

G.5 [Consider a Resolution authorizing the renewal of the Stop Loss Insurance Coverage Agreement with United Healthcare Insurance Company for the period of January 1, 2025 through December 31, 2025.](#)

Tyler Jarl, Benefits Manager made the staff presentation.

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

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

Nays: 0

Absent: 0

G.6 [Consider a Resolution authorizing the Mayor to execute a renewal of the Administrative Services Only Dental Contract with United Concordia Dental for the period of January 1, 2025 through December 31, 2027.](#)

Tyler Jarl, Benefits Manager made the staff presentation.

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

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

Nays: 0

Absent: 0

G.14 [Consider a resolution approving the FY 2024/2025 Self-Funded Health Insurance Budget.](#)

Susan Morgan, CFO made the staff presentation.

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

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

Nays: 0

Absent: 0

G.7 [Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Atmos Energy Company for the Rock 'N River portion of the Old Settlers Park Buildout Project.](#)

Corey Amidon, General Services Assistant Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.8 [Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Atmos Energy Company for the Multi-Purpose Complex portion of the Old Settlers Park Buildout Project.](#)

Corey Amidon, General Services 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 Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

G.9 [Consider a resolution authorizing the Mayor to execute a Reimbursement Agreement with Atmos Energy Company for the Recreation Center portion of the Old Settlers Park Buildout Project.](#)

Corey Amidon, General Services Assistant Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.10 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Facilities Resource, Inc. for furniture for the remodel of Fire Central.](#)

Corey Amidon, General Services Assistant Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.11 [Consider a resolution authorizing the Mayor to execute a Master Interlocal Cooperative Purchasing Agreement with Equalis Group LLC.](#)

Susan Morgan, CFO made the staff presentation.

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

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

Nays: 0

Absent: 0

G.12 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Bastrop for Joint and Cooperative Purchasing.](#)

Susan Morgan, CFO made the staff presentation.

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

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

Nays: 0

Absent: 0

G.13 [Consider a resolution expressing official intent to Reimburse Certain Project Expenditures for roads, trails, parks, sports and recreation facilities, and public safety.](#)

Susan Morgan, CFO 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 Stevens
 Council Member Ly
 Council Member Flores
 Council Member Fleming
 Council Member Ortega
 Council Member Montgomery

Nays: 0

Absent: 0

G.15 [Consider a resolution authorizing the Mayor to execute an Agreement with Unifirst Corporation for the purchase of uniform services.](#)

Susan Morgan, CFO made the staff presentation.

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

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

Nays: 0

Absent: 0

H. ORDINANCES:

H.1 [Consider an ordinance adopting Amendment No. 2 to the FY 2023-2024 Operating Budget. \(First Reading\)* \(Requies Two Readings\)](#)

Susan Morgan, CFO made the staff presentation.

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

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

Nays: 0

Absent: 0

H.2 [Consider public testimony regarding, and an Ordinance Approving an Amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow mixed-use development on 1.55 acres located northeast of the intersection of East Old Settlers Blvd and Fairview Drive. \(First Reading\)*](#)

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

Public hearing was continued.

Public hearing was closed.

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

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

H.3 [Consider public testimony regarding, and an Ordinance Zoning 1.55 acres located northeast of the intersection of East Old Settlers Blvd and Fairview Drive to the MU-R \(Mixed-Use Redevelopment and Small Lot\) district. \(First Reading\)*](#)

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

Public hearing was continued.

Public hearing was closed.

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 Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:**J.1** [Consider Executive Session as authorized by §551.074, Texas Government Code, to discuss a new City Manager Employment Agreement with Brooks Bennett.](#)

The City Council recessed to executive session. Mayor Morgan called the executive session to order at 7:40 p.m. and adjourned at 7:55 p.m.

K. ACTION RELATIVE TO EXECUTIVE SESSION:**K.1** [Consider possible action regarding a new City Manager Employment Agreement with Brooks Bennett.](#)

A motion was made by Mayor Pro-Tem Stevens, seconded by Council Member Ortega, to authorize the Mayor to execute a new City Manager Employment agreement with Brooks Bennett in substantially the same form and substance as discussed in Executive Session and subject to final approval by the attorney. The motion passed by the following vote:

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

Nays: 0

Absent: 0

L. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:56 pm.

Respectfully submitted:
Ann Franklin, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Brightly Software Inc. for the purchase of asset tagging software.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Chad McDowell, Director of General Services

Cost: \$215,403.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2024-310

This resolution is to utilize the Omnia Cooperative Purchasing Program's contract (#2210702) to enter into a 5-year software agreement with Brightly Software Inc. Brightly Software is our current provider for work orders, asset tagging/tracking, and asset predictor. This software allows employees to submit maintenance tickets into facilities as well as track out assets and help predict lifecycle replacements and costs.

Cost: \$215,403.00

Source of Funds: General & Utility Funds

RESOLUTION NO. R-2024-310

WHEREAS, the City of Round Rock (“City”) desires to purchase goods and services related to asset tagging software; and

WHEREAS, the City is a member of the OMNIA Cooperative Purchasing Program (“OMNIA Cooperative”); and

WHEREAS, Brightly Software, Inc. is an approved vendor of the OMNIA Cooperative; and

WHEREAS, the City desires to purchase asset tagging software from Brightly Software, Inc. through OMNIA Cooperative Contract No. R210702, 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 Asset Tagging Software with Brightly Software, 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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK
AGREEMENT FOR
ASSET TAGGING SOFTWARE
WITH
BRIGHTLY SOFTWARE INC.**

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

THAT THIS AGREEMENT for purchase of asset tagging software (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of October, 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 **BRIGHTLY SOFTWARE INC.**, a company whose address is 11000 Regency Parkway, Suite 300, Cary, North Carolina 27518 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to asset tagging software; and

WHEREAS, City is a member of the Omnia Cooperative Purchasing Program (the "Co-op") and Vendor is an approved Co-op vendor through Co-op Contract #R210702; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op 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 hereunder;

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

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

Agreement includes Vendor's Proposal (Order Form Q-408560), attached as Exhibit "A," said exhibits 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 and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means Brightly Software Inc., its successor 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 begin with the Effective Date and end on the 31st day of March, 2027, in the event the Co-op Contract #R2210702 is not renewed for an additional term. This Agreement shall expire anytime thereafter in the event is not further renewed at the end of any renewal term. So long as Co-op Contract #R2210702 continues to be renewed, this Agreement shall continue to remain in effect pursuant to the terms and conditions set forth herein, however, in no event shall the term of this Agreement exceed sixty (60) months from the effective date hereof.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

The Agreement shall consist of this Agreement, Exhibit "A" (Order Form Q-408560, and Co-op Contract #R2210702.

4.0 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A" within the contract term specified in Section 2.01. Vendor's undertakings shall be limited to providing goods and performing services for City and/or advising City concerning

those matters on which Vendor has been specifically engaged. Vendor 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 CONTRACT AMOUNT

In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Two Hundred Fifteen Thousand Four Hundred Three and No/100 Dollars (\$215,403.00)** for the term of this Agreement to be paid as set forth in the attached Exhibit "A."

6.0 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received 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 goods and services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.0 PROMPT PAYMENT POLICY

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

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

9.0 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.

10.0 TAXES

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

11.0 INSURANCE

Vendor shall provide an acceptable certificate of insurance to the City within ten (10) days of execution of this Agreement.

Such certificate (ACCORD) shall show the following coverages:

- i. Commercial General Liability covering premises, operations, Product/Completed operations, Broad Form Property Damage, Personal Injury and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate

Or

Bodily Injury & Property Damage	\$1,000,000 each occurrence
Liability (Combined Single Limit)	\$2,000,000 each aggregate

- ii. Automobile Liability – Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Or

Bodily Injury & Property Damage	\$1,000,000 each occurrence
Liability (Combined Single Limit)	\$2,000,000 each aggregate

- iii. Worker's compensation to meet statutory requirements

- iv. Employer's Liability for minimum limits of:
- | |
|------------------------------|
| \$1,000,000 each occurrence |
| \$1,000,000 occ. disease |
| \$2,000,000 annual aggregate |

- v. Professional Liability (claims made basis)
- | |
|------------------------------|
| \$1,000,000 each claim |
| \$1,000,000 annual aggregate |

The City shall be added as a primary and non-contributory additional insured for the commercial, general, and auto liability policies.

12.0 CITY'S REPRESENTATIVES

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

Eric Dady
Facility manager
General Services Department
512-688-0350
edady@roundrocktexas.gov

13.0 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.

14.0 DEFAULT

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

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

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

15.0 TERMINATION AND SUSPENSION

A. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured during such notice/cure period.

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

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

16.0 LIMITATION OF LIABILITY

Vendor's aggregate liability for all claims under the Scope of Work shall not exceed the amount of fees paid by City at the time of the claim.

17.0 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 and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms 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.

18.0 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.

19.0 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 Vendor:

Brightly Software Inc.
Corporate Trust Center
1209 Orange Street
Wilmington, DE 19801

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

20.0 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.

21.0 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, duly authorized by action of the City Manager or City Council.

22.0 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.

23.0 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.

24.0 MISCELLANEOUS PROVISIONS

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

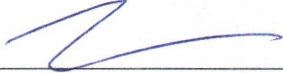
Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and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

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed as original, but all of which together will constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on the following page.]

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

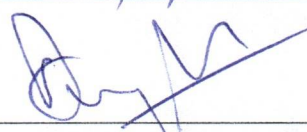
Brightly Software Inc.

By: 

Printed Name: TREEN SEUK

Title: CHIEF CLIENT OFFICER

Date Signed: 10/29/24

By: 

Printed Name: SAANCHIKA ANSULI WEERASINGHE

Title: VP, FINANCE

Date Signed: 10/29/24

City of Round Rock, Texas

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

ATTEST:

By: _____
Ann Franklin, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney



PREPARED FOR

City Of Round Rock ("Customer")

PREPARED BY

Brightly Software Inc

11000 Regency Parkway, Suite 300

Cary, NC 27518

PUBLISHED ON

July 22, 2024

Exhibit "A"



July 17, 2024
City Of Round Rock

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for City Of Round Rock.

Service Term: 60 months (11/01/2024 - 10/31/2029)

Cloud Services			
Item	Start Date	End Date	Investment
Asset Essentials Core Plus	11/1/2024	10/31/2025	\$24,736.47
Facilities/Physical Plant Module	11/1/2024	10/31/2025	\$0.00
Asset Essentials Inventory	11/1/2024	10/31/2025	\$0.00
Predictor Facilities/Physical Plant	11/1/2024	10/31/2025	\$0.00
Capital Predictor Enterprise	11/1/2024	10/31/2025	\$8,724.09
AE Pop Core Plus Services	11/1/2024	10/31/2025	\$0.00
Asset Essentials Core	11/1/2024	10/31/2025	\$0.00
Annual Renewal:			\$33,460.56 USD

*Your Omnia Partners (formerly National IPA, formerly TCPN) discount has been applied.



Cloud Services Subscription				
Item	Investment Year 2 Start Date: 11/01/ 2025	Investment Year 3 Start Date: 11/01/ 2026	Investment Year 4 Start Date: 11/01/ 2027	Investment Year 5 Start Date: 11/01/ 2028
Asset Essentials Core Plus	24,736.47 USD	24,736.47 USD	24,736.47 USD	24,736.47 USD
Facilities/ Physical Plant Module				
Asset Essentials Inventory				
Predictor Facilities/ Physical Plant				
Capital Predictor Enterprise	8,985.81 USD	9,255.39 USD	9,533.06 USD	9,819.05 USD
AE Pop Core Plus Services				
Asset Essentials Core				
Total:	33,722.28 USD	33,991.86 USD	34,269.53 USD	34,555.52 USD

Exhibit "A"



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- Proposal expires in sixty (60) days.
- The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including



withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.
- Where the Customer is a public entity ("Public Entity Customer"), Public Entity Customer shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Public Entity Customer fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Public Entity Customer may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Public Entity Customer shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Public Entity Customer agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Public Entity Customer will not be entitled to a refund or offset of previously paid, but unused Fees

Cloud Services

- Billing frequency: Annual
- Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its

Exhibit "A"



Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-415183 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-415183

July 17, 2024, 4:27:26 PM

Accepted by:

Printed Name

Signed Name

Title

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brightly Software, Inc.
Cary, NC 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.

Asset Essentials 5-year MYC
Software as a Service

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1234875

Date Filed:
11/05/2024

Date Acknowledged:

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Beierwaltes, Michael	Cary, NC United States	X	
	Caputo, Kelly	Cary, NC United States	X	
	Ellis, Lonnie	Cary, NC United States	X	
	Siemens Corp	Washington D.C., DC United States	X	
	Kurelich, Donald	Cary, NC United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kelly Caputo, and my date of birth is

My address is 11000 Regency Parkway, Ste 300, Cary, NC, 27518, US

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

Executed in Wake County, State of NC, on the 5 day of Nov, 2024

DocuSigned by:
Kelly Caputo

Signature of authorized agent of contracting business entity (Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V4.1.0.48da51f7

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.**

Brightly Software, Inc.
Cary, NC United States

Certificate Number:
2024-1234875

Date Filed:
11/05/2024

Date Acknowledged:
11/05/2024

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.

Asset Essentials 5-year MYC
Software as a Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Beierwaltes, Michael	Cary, NC United States	X	
	Caputo, Kelly	Cary, NC United States	X	
	Ellis, Lonnie	Cary, NC United States	X	
	Siemens Corp	Washington D.C., DC United States	X	
	Kurelich, Donald	Cary, NC United States	X	

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

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

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

Type: Ordinance

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance

Text of Legislative File 2024-299

Self-Funded -Insurance Fund

Self-Funded insurance claims costs exceeded budget without an offsetting revenue increase but with sufficient Unreserved Fund Balance to absorb the excess costs. The expense budget amendment is \$402,000 for policy compliance.

Golf Fund

The Forest Creek Golf Club exceeded budgeted revenues based on a policy change to charge for golf cart use. Costs increased for operations and for the creation of a nursery green. This amendment appropriates an additional \$256,000 of revenues and the expense budget by \$256,000 for policy compliance.

Staff recommends approval of this ordinance.

ORDINANCE NO. O-2024-299

**AN ORDINANCE ADOPTING AMENDMENT NO. 2 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:

ANN FRANKLIN, City Clerk

Exhibit A
FY 2023-2024 Annual Budget Amendment No. 2

Self-Funded Insurance Fund	<u>FY 2024 Budget</u>
<i>Source of Funds:</i>	
Use of excess Unreserved Fund Balance	
 <i>Expenditures:</i>	
Claims expenses	<u>402,000</u>
 <i>Self-Funded Insurance Fund Balance - net effect</i>	<u><u>\$ 402,000</u></u>

Golf Course Fund	<u>FY 2024 Budget</u>
<i>Source of Funds:</i>	
Revenues	\$ (256,000)
 <i>Expenditures:</i>	
Operating Expenses	<u>256,000</u>
 <i>Golf Course Fund Balance - net effect</i>	<u><u>\$ -</u></u>



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute an Engineering Services Contract with Hendrix Consulting Engineers for 2024 On-Call MEP Design and Commissioning Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Chad McDowell, Director of General Services

Cost: \$1,000,000.00

Indexes:

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2024-314

This resolution for approval, is an on-call engineering services agreement between the City of Round Rock and Hendrix Consulting Engineers. The agreement is a five-year work authorization agreement with a maximum payable amount, not to exceed one million dollars for commissioning and engineering mechanical, electrical, and plumbing systems. This on-call agreement would allow the City of Round Rock to utilize Hendrix Consulting Engineers to expedite complex repairs and smaller projects needing engineered solutions. Hendrix Consulting Engineers is a local company and has a provided past service on the Public Safety Training Center, Sports Center, Fire Stations No. 4 and No. 8, Heritage Trail, and Electric Vehicle Charging Stations.

Staff recommends approval

Cost: \$1,000,000.00

Source of Funds: Various

RESOLUTION NO. R-2024-314

WHEREAS, the City of Round Rock desires to retain engineering services for 2024 On-Call MEP Design and Commissioning Services, and

WHEREAS, Hendrix Consulting Engineers has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with Hendrix Consulting Engineers, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Hendrix Consulting Engineers for 2024 On-Call MEP Design and Commissioning Services, a copy of said contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES
FOR 2024 ON-CALL MEP DESIGN AND COMMISSIONING SERVICES
WORK AUTHORIZATION**

FIRM: HENDRIX CONSULTING ENGINEERS ("Engineer")
ADDRESS: 115 East Main Street, Round Rock, TX 78665

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with a Work Schedule to be agreed upon between City and Engineer as part of the Work Authorization provided in Article 7 herein, "Work Authorization." Such Work Schedule shall contain a complete schedule so that the Engineering Services included in the Work Authorization may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** This Agreement shall be from the date hereof and shall terminate sixty (60) months from the effective date of the Contract, or as otherwise terminated as provided in Article 20 entitled "Termination." Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) **Work Schedule.** Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that the services will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4 **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the attached "Fee Schedule" entitled Exhibit C. Payment of monies due for the Engineer's subconsultant's services, if any, shall be based on the actual amount billed to the Engineer by the subconsultant.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Million and No/100 Dollars (\$1,000,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit B. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7
NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8
PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Richard Will
Building Construction Manager
212 Commerce Blvd.
Round Rock, TX 78664
Telephone Number (512) 341-3311
Mobile Number (512) 351-6509
Email Address richardwill@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Byron Hendrix, P.E., Owner
Philip Peeples, Project Manager
115 East Main Street
Round Rock, TX 78665
Telephone Number (512) 218-0060
Fax Number (512) 218-0077
Email Address byronh@hcengineer.com and philipp@hcengineer.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13
SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

(3) As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(4) 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 Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(5) 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 Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26
INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City.

ARTICLE 27 **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29 **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30 **PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

City of Round Rock
Attention: City Manager
221 East Main Street
Round Rock, TX 78664

and to:

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

Engineer:

Byron Hendrix, P.E., Owner
Philip Peebles, Project Manager
115 East Main Street
Round Rock, TX 78665

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, City Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Ann Franklin, City Clerk

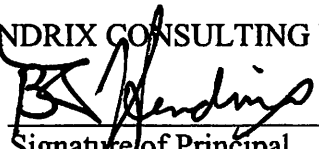
HENDRIX CONSULTING ENGINEERS
By:  10/30/2024
Signature of Principal
Printed Name: Byron Hendrix

Exhibit "A"
City Services

Provide work authorization approval for proposed scope with funding source for individual MEP related engineering projects.

Exhibit “B” Engineering Services

SCOPE:

- On call Mechanical, Electrical and Plumbing Engineering design and Commissioning Services as needed by the City of Round Rock
- Various Scopes to be determined by:
 - o Stipulated sum
 - o Hourly
 - o Whichever is deemed best by specific scope of work.

Exhibit "C"
Fee Schedule

[See attached Hourly Rates]



115 East Main Street

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

DATE: January 1, 2024

COMPANY Hendrix Consulting Engineers
Round Rock, TX 78664

HOURLY RATE SCHEDULE

These are the current hourly rates for Hendrix Consulting Engineers. Please let me know if you need further information.

ENGINEERING SERVICES	RATE
PRINCIPAL	\$325.00
SR. ENGINEER (P.E.)	\$250.00
ENGINEER (P.E.)	\$225.00
PROJECT MANAGER	\$225.00
SR. DESIGNER	\$225.00
BIM LEAD	\$200.00
ENGINEER (EIT)	\$185.00
DESIGNER II	\$170.00
DESIGNER I	\$150.00
COMPUTER AIDED DESIGNER	\$130.00
ADMINISTRATIVE/CLERICAL	\$110.00

Sincerely,

A handwritten signature in black ink, appearing to read 'Byron Hendrix', is written over a horizontal line.

Byron Hendrix
Hendrix Consulting Engineers

Byron Hendrix, P.E. TX PE# 94813

FED. TAX I.D.#: 32-0542754

**Exhibit “D”
Certificate of Insurance**

[See attached Certificate]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370		CONTACT NAME: Geoff Bollert PHONE (A/C, No, Ext): 360-598-5022 FAX (A/C, No): 360-598-5022 E-MAIL ADDRESS: geoff.bollert@assuredpartners.com	
License#: 6003745		INSURER(S) AFFORDING COVERAGE	
7280		INSURER A: Hartford Fire Insurance Company	
INSURED Hendrix Consulting Engineers, P.C. 115 East Main Street Round Rock TX 78664		INSURER B: Hartford Insurance Co. of the Midwest	
		INSURER C: SiriusPoint Specialty Insurance Corporation	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1289730255**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			52SBWVW7164	2/20/2024	2/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			52SBWVW7164	2/20/2024	2/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBWVW7164	2/20/2024	2/20/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	52WBGKO7244	2/20/2024	2/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab; Claims Made			PROVAE-0000072-00	5/19/2024	5/19/2025	Per Claim Aggregate \$2,000,000 \$4,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.

CERTIFICATE HOLDER**CANCELLATION**City of Round Rock
301 W. Baghdad
Round Rock TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.

Hendrix Consulting Engineers, P.C.
Round Rock, TX United States

Certificate Number:
2024-1235416

Date Filed:
11/06/2024

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.

2024 On-Call MEP design & Comm
MEP design and Commissioning services

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

5 Check only if there is NO Interested Party.



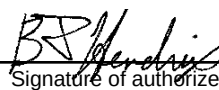
6 UNSWORN DECLARATION

My name is Byron Hendrix, and my date of birth is .

My address is 1001 Forest Bluff Trail, Round Rock, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 6th day of November, 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.

Hendrix Consulting Engineers, P.C.
Round Rock, TX United States

Certificate Number:
2024-1235416

Date Filed:
11/06/2024

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

City of Round Rock

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

2024 On-Call MEP design & Comm
MEP design and Commissioning services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute the First Amendment to the Memorandum of Lease and Option between the City and KR CC, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Stephanie Sandre, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Attorney's Office

Text of Legislative File 2024-317

Round Rock and Kalahari entered into a ground lease on December 20, 2016. The term of this lease is 99 years and gives Kalahari the option to purchase the ~355 acres of leased land at \$1 per acre once all debt on the property is paid off.

What this agreement amendment does is provide notice to third parties of the Tenant's right under the Lease Agreement. Laid out in this document are the necessary language changes relating to the excluding 30 acres from the ~355 acre ground lease, effectively allowing the city to own this property outright. These 30 acres are immediately adjacent to the regional wastewater treatment facility and will be instrumental in the city continuing to provide innovative wastewater service in Round Rock in the distant future.

Staff recommends approval.

RESOLUTION NO. R-2024-317

WHEREAS, the City of Round Rock (“City”) and KR CC, Inc. (“Tenant”) entered into that certain Ground Lease Agreement, dated as of December 20, 2016 (the “Lease,”) pursuant to which the City will lease to Tenant, and Tenant will lease from the City, for the Term (as such term is defined in the Lease) the real property described in said Lease; and

WHEREAS, the City and Tenant entered into that certain Memorandum of Lease and Option, (the “Memorandum”) dated as of December 20, 2016, to provide constructive notice of Tenant’s right under the Lease Agreement to all third parties; and

WHEREAS, the City and Tenant desire to amend the Memorandum to amend the definition of the “Leased Premises,” and to add the definition of “Excluded Parcel,” Now Therefore,

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a First Amendment to the Memorandum of Lease and Option, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes; and

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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

FIRST AMENDMENT TO THE MEMORANDUM OF LEASE AND OPTION

This **FIRST AMENDMENT TO MEMORANDUM OF LEASE AND OPTION** (this "**First Amendment,**") dated as of the ____ day of _____, 2024 is entered into between **CITY OF ROUND ROCK, TEXAS**, a Texas home rule municipality (the "**City,**") and **KR CC, INC.**, a Delaware corporation ("**Tenant.**")

RECITALS

A. The City and Tenant entered into that certain Ground Lease Agreement, dated as of December 20, 2016 (the "**Lease,**") Pursuant to which the City will lease to Tenant, and Tenant will lease from the City, for the Term (as such term is defined in the Lease) the real property described in said Lease.

B. The City and Tenant entered into that certain Memorandum of Lease and Option, (the "**Memorandum**") dated as of December 20, 2016, to provide constructive notice of Tenant's right under the Lease Agreement to all third parties. The Memorandum is recorded in the deed records of Williamson County, Texas under document number 2017001677.

C. The City and Tenant desire to execute this First Amendment to amend the definition of the "Leased Premises," and to add the definition of "Excluded Parcel" in the Memorandum.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The definition of "Leased Premises" is hereby amended to read as follows:

"Leased Premises" shall mean that portion of the Property as identified on Exhibit A (excluding the Fee Estate and the Excluded Parcel), together with (a) all air rights and air space above the Property; (b) all mineral and water rights; and (c) all of City's right, title and interest, if any, in and to all rights, privileges and easements appurtenant to the Property now existing or created during the Term of this Agreement; provided however, (i) the Convention Center, as defined in the Master Development Agreement and/or the Economic Development Program Agreement, and (ii) any and all public streets, rights of way, and utility easements dedicated to the City during the platting and development process, shall not be included in the Leased Premises.

2. The definition of "Excluded Parcel" is hereby added to read as follows:

"Excluded Parcel" means the 30-acre portion of the 156.769 acre portion of the original Leased Premises as described on Exhibit B.

3. Ratification. Except as amended hereby, the Memorandum is hereby ratified.

IN WITNESS WHEREOF, the City and Tenant have entered into this First Amendment to the Memorandum of Lease and Option as of the day and year first above written.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

KR CC, INC, a Delaware corporation

By: _____
Todd Nelson, President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 202__, by Craig Morgan, as Mayor of the CITY OF ROUND ROCK, TEXAS, a home rule city and municipal corporation.

Notary Public

State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF SAUK

This instrument was acknowledged before me on the 21st day of October, 2024, by Todd Nelson, President of CR CC, INC., a Delaware corporation.

[Signature]
Notary Public

State of ~~Texas~~ Wisconsin

My commission expires: _____ is perpetual



350.237 ACRES
LAND
DESCRIPTIONS.

FN. NO. 16-341(MJR)
SEPTEMBER 13, 2016
FILE NO. 222010482

DESCRIPTION

OF A 350.237 ACRE TRACT OF LAND OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO 297 SITUATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 157.385 ACRE TRACT OF LAND CONVEYED TO BISON TRACT 79, LTD. BY DEED OF RECORD IN DOCUMENT NO. 2007049657 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT CERTAIN 60.58 ACRE TRACT OF LAND CONVEYED TO ERNEST NELSON JOHNSON, JOHN DAVID JOHNSON AND BERTHA MARIE JOHNSON KELLER BY DEED OF RECORD IN DOCUMENT NO. 2003035323 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING ALL OF LOT 9 OF THE SWENSON SUBDIVISION, OF RECORD IN VOLUME 13, PAGE 119 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT CERTAIN 155.589 ACRE TRACT OF LAND CONVEYED TO KEITH KRIENKE AND MARK MEREDITH BY DEED OF RECORD IN DOCUMENT NO. 2006113854 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING CONVEYED TO GREGORY CARTER BY DEED OF RECORD IN DOCUMENT NO. 2010072268 OF SAID OFFICIAL PUBLIC RECORDS; SAID 350.237 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN FOUR PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 - 335.795 ACRES

BEGINNING, at a 5/8-inch iron rod found in the southerly right-of-way line of the Union Pacific Railroad (100' R.O.W.) being the northeasterly corner of said 157.385-acre tract, also being the northwesterly corner of said 155.589-acre tract;

THENCE, N63°37'28"E, leaving the northeasterly corner of said 157.385 acre tract, along the southerly right-of-way line of the Union Pacific Railroad, for a portion of the northerly line hereof, a distance of 2864.50 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the northwesterly corner of Lot 1, Block A of Final Plat of Brushy Creek Regional Wastewater Treatment Plant, a subdivision of record in Document No. 2007067173 of said Official Public Records, being the northeasterly corner of said 155.589 acre tract and hereof;

THENCE, leaving the southerly right-of-way line of the Union Pacific Railroad, along the common line of said Lot 1 and said 155.589-acre tract, for the easterly line hereof, the following six (6) courses and distances:

- 1) S26°12'00"E, a distance of 49.99 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 2) N63°41'06"E, a distance of 81.63 feet to a 1/2-inch iron rod with illegible cap found;



- 3) S03°33'52"E, a distance of 1695.07 feet to a 1/2-inch iron rod with "LCRA" cap found;
- 4) N58°53'53"E, a distance of 362.51 feet to a 1/2-inch iron rod with "LCRA" cap found;
- 5) N58°35'13"E, a distance of 245.00 feet to a 1/2-inch iron rod with "LCRA" cap found;
- 6) S02°28'32"E, passing at a distance of 387.44 feet, a 1/2-inch iron rod with "SURVCON INC" cap found, and continuing for a total distance of 463.04 feet to a point in the center of Brushy Creek, being in the northerly line of Lot 59, Block F of Final Plat of Freeman Park Subdivision Phase I, of record in Document No. 2015010846 of said Official Public Records, also being the most southerly southwesterly corner of said Lot 1, for the southeasterly corner hereof;

THENCE, leaving the most southerly southwesterly corner of said Lot 1, along or near the center of Brushy Creek, with the northerly line of said Lot 59; the northerly line of Lot 26, Block B of Lake Forest III, Village III Revised, a subdivision of record in Document No. 2004095851 of said Official Public Records; the northerly line of Lot 43, Block E of Final Plat of Sonoma Section 9, a subdivision of record in Document No. 2004021881 of said Official Public Records; and the northerly line of Lot 46, Block F of Final Plat of Sonoma Section 11, a subdivision of record in Document No. 2005000171 of said Official Public Records for a portion of the southerly line hereof, the following twenty-three (23) courses and distances:

- 1) S71°58'01"W, a distance of 59.92 feet to an angle point;
- 2) S66°40'11"W, a distance of 90.58 feet to an angle point;
- 3) S49°32'25"W, a distance of 78.88 feet to an angle point;
- 4) S40°47'39"W, a distance of 82.04 feet to an angle point;
- 5) S23°37'20"W, a distance of 81.79 feet to an angle point;
- 6) S28°52'04"W, a distance of 110.18 feet to an angle point;
- 7) S36°12'52"W, a distance of 282.02 feet to an angle point;
- 8) S38°03'24"W, a distance of 84.64 feet to an angle point;
- 9) S47°37'12"W, a distance of 329.19 feet to an angle point;
- 10) S15°41'16"E, a distance of 184.53 feet to an angle point;
- 11) S07°27'39"E, a distance of 150.82 feet to an angle point;

- 12) S03°49'27"W, a distance of 142.77 feet to an angle point;
- 13) S21°18'06"W, a distance of 94.11 feet to an angle point;
- 14) S44°12'01"W, a distance of 165.58 feet to an angle point;
- 15) S69°51'49"W, a distance of 215.14 feet to an angle point;
- 16) S45°25'49"W, a distance of 111.25 feet to an angle point;
- 17) S26°29'36"W, a distance of 94.25 feet to an angle point;
- 18) S31°48'00"W, a distance of 125.62 feet to an angle point;
- 19) S51°58'20"W, a distance of 230.16 feet to an angle point;
- 20) S61°55'26"W, a distance of 477.59 feet to an angle point;
- 21) S54°23'53"W, a distance of 144.42 feet to an angle point;
- 22) S40°28'56"W, a distance of 383.47 feet to an angle point;
- 23) S42°15'33"W, a distance of 108.54 feet to the southeasterly corner of said 60.58-acre tract, for an angle point hereof;

THENCE, leaving the westerly line of said 155.589-acre tract, along or near the center of Brushy Creek, with the northerly line of Lot 46 of said Sonoma Section 11 and the northerly line of Lot 46, Block F of Final Plat of Sonoma Section 12, a subdivision of record in Document No. 2005000358 of said Official Public Records for a portion of the southerly line hereof, the following five (5) courses and distances:

- 1) S42°15'33"W, a distance of 148.42 feet to an angle point;
- 2) S80°51'11"W, a distance of 301.01 feet to an angle point;
- 3) S83°08'53"W, a distance of 200.01 feet to an angle point;
- 4) S67°32'04"W, a distance of 132.76 feet to an angle point;
- 5) S62°26'47"W, a distance of 141.77 feet to the southeasterly corner of said 157.385-acre tract, being the southwesterly corner of said 60.58-acre tract, for an angle point hereof;

THENCE, leaving the southwesterly corner of said 60.58-acre tract, along the approximate center of Brushy Creek, with the northerly line of said Lot 46 and in part along the northerly line of that certain 1.764-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2013056475 of said Official Public Records, for the southerly line hereof, the following four (4) courses and distances:

- 1) S70°10'09"W, a distance of 138.30 feet to an angle point;
- 2) S58°52'42"W, a distance of 700.00 feet to an angle point;
- 3) S67°52'42"W, a distance of 240.00 feet to an angle point;
- 4) S53°04'42"W, a distance of 132.01 feet to a point in the easterly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies) for the southwesterly corner hereof;

THENCE, leaving the approximate center of Brushy Creek and the northerly line of said 1.764-acre tract, along the easterly right-of-way line of Kenney Fort Boulevard, for a portion of the westerly line hereof, the following nine (9) courses and distances:

- 1) N03°27'14"W, passing at a distance of 100.00 feet, a 1/2-inch iron rod with "BURY" cap set for reference, and continuing for a total distance of 492.81 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 2) N85°58'17"E, a distance of 58.16 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 3) N03°26'15"W, a distance of 243.69 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 4) N19°10'44"W, a distance of 376.64 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 5) N26°22'35"W, a distance of 1454.98 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 6) N22°47'26"W, a distance of 160.27 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 7) N26°23'34"W, a distance of 114.86 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 8) N23°12'13"W, a distance of 254.74 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 9) N02°18'29"W, a distance of 323.01 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the intersection of the easterly right-of-way line of Kenney Fort Boulevard and the southerly right-of-way line of the Union Pacific Railroad, being in the northerly line of said 157.385-acre tract, for the northwesterly corner hereof;

THENCE, N63°36'45"E, leaving the easterly right-of-way line of Kenney Fort Boulevard, along the southerly right-of-way line of the Union Pacific Railroad, being the northerly line of said 157.385-acre tract for the northerly line hereof, a distance of 2121.63 feet to the **POINT OF BEGINNING**, containing an area of 338.795 acres (14,627,230 square feet) of land, more or less, **SAVE AND EXCEPT THEREFROM THE FOLLOWING TRACT OF LAND**:

LOT 1, OF THE BERTIL TELANDER SUBDIVISION, OF RECORD IN CABINET H, SLIDE 126 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 5/8-inch iron rod found in the southerly right-of-way line of the Union Pacific Railroad (100' R.O.W.) being the northwesterly corner of said 176.78-acre tract of land and also being the northeasterly corner of said 157.385-acre tract;

THENCE, S02°10'29"E, leaving the southerly right-of-way line of the Union Pacific Railroad, along the common line of said 157.385-acre tract and said 176.78-acre tract, a distance of 305.90 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for an angle point in said common line;

THENCE, S84°58'11"W, leaving the westerly line of said 176.78-acre tract, over and across said 157.385-acre tract, a distance of 31.42 feet to a 1/2-inch iron rod found for the **POINT OF BEGINNING**, being the northeasterly corner of said Lot 1 and hereof;

THENCE, along the exterior lines of said Lot 1, the following four (4) courses and distances:

- 1) S02°04'50"E, a distance of 255.76 feet to a 1/2-inch iron rod found for the southeasterly corner hereof;
- 2) S87°58'00"W, a distance of 255.61 feet to a 1/2-inch iron rod found for the southwesterly corner hereof;
- 3) N02°02'48"W, a distance of 255.58 feet to a 1/2-inch iron rod found for the northwesterly corner hereof;
- 4) N87°55'35"E, a distance of 255.46 feet to the **POINT OF BEGINNING**, containing an area of 1.500 acres (65,334 square feet) of land.

ALSO SAVE AND EXCEPT THEREFROM THE FOLLOWING TRACT OF LAND:

THAT CERTAIN 1.50 ACRE TRACT OF LAND CONVEYED TO KEITH KRIENKE AND LAURA RINEHART KRIENKE BY DEED OF RECORD IN DOCUMENT NO. 2006074399 OF SAID OFFICIAL PUBLIC RECORDS, TEXAS; SAID 1.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, a 1/2-inch iron rod with "Baker Aicklen" cap found in the southerly right-of-way line of the Union Pacific Railroad for the northwesterly corner of Lot 1, Block A of said Final Plat of Brushy Creek Regional Wastewater Treatment Plant of record, being the northeasterly corner of said 155.589-acre tract;

THENCE, S26°12'00"E, leaving the southerly right-of-way line of the Union Pacific Railroad, along the common line of said 155.589-acre tract and said Lot 1, a distance of 49.99 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;

THENCE, S03°34'49"E, leaving the westerly line of said Lot 1, over and across said 155.589-acre tract, a distance of 291.32 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the **POINT OF BEGINNING**, being the northeasterly corner of said 1.50-acre tract and hereof;

THENCE, along the exterior lines of said 1.50-acre tract for the exterior lines hereof, the following four (4) courses and distances:

- 1) S03°34'49"E, a distance of 298.62 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the southeasterly corner hereof;
- 2) S74°24'52"W, a distance of 244.97 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the southwesterly corner hereof;
- 3) N06°37'52"E, a distance of 340.30 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the northwesterly corner hereof;
- 4) N81°44'34"E, a distance of 179.89 feet to the **POINT OF BEGINNING**, containing an area of 1.500 acres (65,357 square feet) of land, leaving a **TOTAL NET AREA OF 335.795 ACRES** (15,256,308 square feet) of land, more or less, within these metes and bounds.

PART 2 - 0.037 ACRES

BEGINNING, at a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies), being in the common line of said 157.385-acre tract and that certain 107.17-acre tract of land conveyed to John Bolt Harris, Et. Al. by deed of record in Volume 2372, Page 112 of said Official Public Records and to The Hickox Family Living Trust by deed of record in Document No. 2006053683 of said Official Public Records, for the northwesterly corner hereof;

THENCE, S28°42'41"E, leaving the easterly line of said 107.17-acre tract, along the westerly right-of-way line of Kenney Fort Boulevard for the northerly line hereof, a distance of 59.01 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for the northerly corner of that certain 0.158-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the northeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Kenney Fort Boulevard, with the northerly line of said 0.158-acre tract for the easterly and southerly lines hereof, the following two (2) courses and distances:

- 1) S17°26'31"W, a distance of 55.47 feet to a 1/2-inch iron rod with "SAM" cap found for the southeasterly corner hereof;
- 2) S63°37'08"W, a distance of 8.52 feet to a 1/2-inch iron rod with "BURY" cap set in the common line of said 107.17-acre tract and said 157.385-acre tract for the southwesterly corner hereof from which, a 1/2-inch iron rod with "SAM" cap found for the apparent northwesterly corner of said 0.158-acre tract as found bears, N76°15'30"E, a distance of 0.67 feet;

THENCE, N02°09'44"W, leaving the northerly line of said 0.158-acre tract, along the common line of said 107.17-acre tract and said 157.385-acre tract for the westerly line hereof, a distance of 108.54 feet to the **POINT OF BEGINNING**, containing an area of 0.037 acres (1,602 square feet) of land, more or less, within these metes and bounds.

PART 3 - 4.609 ACRES

COMMENCING, at a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies), being in the common line of said 157.385-acre tract and that certain 107.17-acre tract of land conveyed to John Bolt Harris, Et. Al. by deed of record in Volume 2372, Page 112 of said Official Public Records and to The Hickox Family Living Trust by deed of record in Document No. 2006053683 of said Official Public Records, for the northwesterly corner hereof;

THENCE, S02°09'44"E, leaving the westerly right-of-way line of Kenney Fort Boulevard, along the common line of said 107.17 acre tract and said 157.385 acre tract, a distance of 196.31 feet to a 1/2-inch iron rod with "BURY" cap set in the southerly line of that certain 0.158 acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the **POINT OF BEGINNING**, being the northwesterly corner hereof from which, a 1/2-inch iron rod with "SAM" cap found for the apparent southwesterly corner of said 0.158 acre tract as found bears, N63°02'14"E, a distance of 0.70 feet;

THENCE, leaving the easterly line of said 107.17-acre tract, with the southerly line of said 0.158-acre tract for the northerly line hereof, the following two (2) courses and distances:

- 1) N63°33'51"E, a distance of 47.01 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 2) S71°12'55"E, a distance of 56.50 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard, being the southeasterly corner of said 0.158-acre tract, for the northeasterly corner hereof;

THENCE, S26°22'11"E, leaving the southeasterly corner of said 0.158-acre tract, over and across said 157.385-acre tract, along the westerly right-of-way line of Kenney Fort Boulevard for the easterly line hereof, a distance of 695.06 feet to a 1/2-inch iron rod found for the northeasterly corner of that certain 0.864-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the southeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Kenney Fort Boulevard, with the northerly line of said 0.864-acre tract for the southerly line hereof, the following two (2) courses and distances:

- 1) S18°36'13"W, a distance of 56.47 feet to a 1/2-inch iron rod found;
- 2) S63°36'13"W, a distance of 395.45 feet to a 1/2-inch iron rod with "BURY" cap set in the common line of said 107.17-acre tract and said 157.385-acre tract for the southwesterly corner hereof from which, a 1/2-inch iron rod found for the apparent northwesterly corner of said 0.864-acre tract as found bears, N58°21'23"E, a distance of 1.69 feet;

THENCE, N02°09'44"W, leaving the northerly line of said 0.864-acre tract, along the common line of said 107.17-acre tract and said 157.385-acre tract for the westerly line hereof, a distance of 849.94 feet to the **POINT OF BEGINNING**, containing an area of 4.609 acres (200,777 square feet) of land, more or less, within these metes and bounds.

PART 4 - 9.796 ACRES

COMMENCING, at a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies), being in the common line of said 157.385-acre tract and that certain 107.17-acre tract of land conveyed to John Bolt Harris, Et. Al. by deed of record in Volume 2372, Page 112 of said Official Public Records and to The Hickox Family Living Trust by deed of record in Document No. 2006053683 of said Official Public Records, for the northwesterly corner hereof;

THENCE, S02°09'44"E, leaving the westerly right-of-way line of Kenney Fort Boulevard, along the common line of said 107.17-acre tract and said 157.385-acre tract, a distance of 1133.82 feet to a 1/2-inch iron rod with "BURY" cap set in the southerly line of that certain 0.864-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the **POINT OF BEGINNING**, being the northwesterly corner hereof from which, a 1/2-inch iron rod with "SAM" cap found for the apparent southwesterly corner of said 0.864-acre tract as found bears, N62°52'19"E, a distance of 1.77 feet;

THENCE, leaving the easterly line of said 107.17-acre tract, with the southerly line of said 0.864-acre tract for the northerly line hereof, the following two (2) courses and distances:

- 1) N63°36'57"E, a distance of 431.40 feet to a 1/2-inch iron rod found;
- 2) S71°27'38"E, a distance of 56.40 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard, being the southeasterly corner of said 0.864-acre tract, for the northeasterly corner hereof;

THENCE, leaving the southeasterly corner of said 0.864-acre tract, along the westerly right-of-way line of Kenney Fort Boulevard for the easterly line hereof, the following four (4) courses and distances:

- 1) S26°22'09"E, a distance of 250.82 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 1441.72 feet, a central angle of 12°09'39", an arc length of 306.00 feet, and a chord which bears, S21°15'08"E, a distance of 305.42 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the end of said curve;
- 3) S00°08'16"E, a distance of 360.25 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 4) S16°10'46"W, a distance of 165.87 feet to a 1/2-inch iron rod with "SAM" cap found for the most northerly northeasterly corner of that certain 12.1-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2013049009 of said Official Public Records for the southeasterly corner hereof;

THENCE, S88°41'51"W, leaving the westerly right-of-way line of Kenney Fort Boulevard, along the northerly line of said 12.1-acre tract for the southerly line hereof, a distance of 267.19 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found in the easterly line of that certain 4.42-acre tract of land conveyed to Thomas P. Elrod Et. Ux. By deed of record in Document No. 1813, Page 540 of said Official Public Records, being the westerly line of said 157.385-acre tract, also being the most northerly northwesterly corner of said 12.1-acre tract for the southwesterly corner hereof;

THENCE, N01°23'35"W, leaving the northerly line of said 12.1-acre tract, along the common line of said 157.385-acre tract and said 4.42-acre tract for a portion of the westerly line hereof, a distance of 498.34 feet to a 1/2-inch iron rod found for the northeasterly corner of said 4.42-acre tract;


THENCE, S89°11'33"W, along the irregular westerly line of said 157.385-acre tract and the northerly line of said 4.42-acre tract, passing at a distance of 319.72 feet, a 1/2-inch iron rod found for the northwesterly corner of said 4.42-acre tract, and continuing for a total distance of 323.61 feet to a 1/2-inch iron rod found in the common line of said 157.385-acre tract and said 107.17-acre tract for the southwesterly corner hereof;

THENCE, N02°09'44"W, along the common line of said 157.385-acre tract and said 107.17-acre tract for a portion of the westerly line hereof, a distance of 367.85 feet to the **POINT OF BEGINNING**, containing an area of 9.796 acres (426,728 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

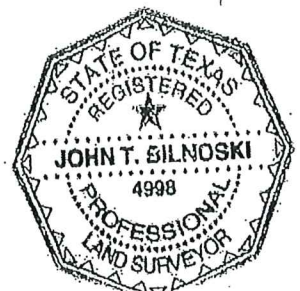
I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING
SERVICES INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701



JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # F-10194230
john.bilnoski@stantec.com

9/22/16
DATE



P.O.C.
2ND SAVE &
EXCEPT
TRACT

STATE HIGHWAY 79
(E. PALM VALLEY BOULEVARD)
(R.O.W. VARIES)

P.O.B.

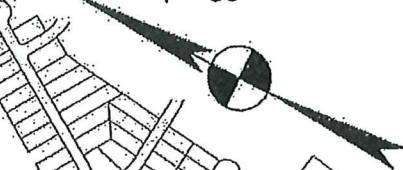
2ND SAVE &
EXCEPT TRACT

2ND S&E TRACT
1.500 ACRES

155.589 ACRES
KEITH KRIENKE, MARK MEREDITH
DOCUMENT NO. 2006113854
GREGORY STEPHEN CARTER
DOCUMENT NO. 2010072268

TOTAL AREA
350.237 ACRES
(15,256,324 SQ. FT.)

0 400 800 1200 1600
1"=80'



P.O.B.

PART 1

P.O.C.

1ST SAVE &
EXCEPT
TRACT

1ST S&E TRACT
1.500 ACRES

P.O.B.

1ST SAVE &
EXCEPT
TRACT

PART 1
335.795 ACRES

60.58 ACRES
ERNEST NELSON JOHNSON,
JOHN DAVID JOHNSON, AND BERTHA
MARIE JOHNSON, KELLER
DOCUMENT NO. 2003035323

REMAINDER OF 157.385 ACRES
BISON TRACT 79, LTD.
DOCUMENT NO. 2007049657

LOT 9
S.M. SWENSON
SUBDIVISION
BOOK 13,
PAGE 119

0.854 ACRES
CITY OF ROUND ROCK
DOCUMENT NO. 2011041098

KENNEY FORT BOULEVARD
(R.O.W. VARIES)

100'
RIGHT-OF-WAY
UNION PACIFIC
RAILROAD

PART 2
0.037 ACRES

PART 3
4.609 ACRES

PART 4
9.796 ACRES

P.O.B.

PART 2

P.O.C.

PARTS 3
AND 4

0.158 ACRES
CITY OF
ROUND ROCK
DOCUMENT NO.
2011041098

P.O.B.

PART 3

P.O.B.

PART 4

107.17 ACRES
THE HICKOX FAMILY LIVING TRUST, ET. AL.
DOCUMENT NO. 2006053683
VOLUME 2372, PAGE 112

4.42 ACRES
THOMAS P.
ELROD AND
SPOUSE,
CHRISTEL ELROD
VOLUME 1813,
PAGE 540

LEGEND

P.O.B. POINT OF
BEGINNING
P.O.C. POINT OF
COMMENCEMENT
S&E SAVE AND
EXCEPT



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 350.237 ACRES OF LAND OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 294, SITUATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 157.385 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2007049657 AND ALL OF THOSE CERTAIN TRACTS OF LAND OF RECORD IN DOCUMENT NO. 2003035323, 2008113854 AND 2010072268, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; ALSO BEING ALL OF LOT 9 OF THE S.M. SWENSON SUBDIVISION, OF RECORD IN BOOK 13, PAGE 119 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

KR ACQUISITIONS, LLC

DATE: 9/7/2016

DRAWN BY: KWA

FN: 16-341 (MJR)

FILE: V:\2220\ACTIVE\SURVEY\222010482EX2.DWG

PROJECT No. 222010482

DESCRIPTION

DESCRIPTION OF A 30.00 ACRE TRACT OF LAND, LOCATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, AND THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN REMAINDER OF THE CALLED 156.769 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO THE CITY OF ROUND ROCK OF RECORD IN DOCUMENT NO. 2017001675, OF THE OFFICIAL PUBLIC RECORDS (OPR) OF WILLIAMSON COUNTY, TEXAS, SAID 30.00 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN SEPTEMBER, 2024, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "STAN COALTER, LSLS, RPLS 1481, ROUND ROCK, TX 5122558211" found at the southwest corner of that certain called 1.50 acre tract of land described as a Save and Except tract in a Special Warranty Deed to the City of Round Rock of record in Document No. 2017001675, said OPR, for an angle point in the north boundary line of the herein described tract;

THENCE, North 74°24'50" East, with the south boundary line of said 1.50 acre Save and Except Tract, at 244.92 feet pass a 1/2 inch iron rod with cap stamped "INLAND 4933" found for the southeast corner of said 1.50 acre tract of land, continuing in all a total distance of **326.56 feet** to a 1/2 inch iron rod with cap stamped "INLAND GEODETICS" set on the western boundary line of Lot 1, Block A, BRUSHY CREEK REGIONAL WASTEWATER TREATMENT PLANT, a subdivision of record in Document No. 2007067173, said OPR, for the northern most northeast corner of the herein described tract;

THENCE, South 03°34'00" East, with said western boundary line of Lot 1, a distance of **1102.13 feet** to a 1/2 inch iron rod with cap stamped "INLAND GEODETICS" set at the southwest corner of said Lot 1, for an interior corner of the herein described tract;

THENCE, North 58°56'59" East, with the south boundary line of said Lot 1, a distance of **363.01 feet** to a 1/2 inch iron rod with cap stamped "LCRA" found for an angle point in the south boundary line of said Lot 1, and for a corner of the herein described tract;

THENCE, North 58°33'41" East, continuing with the south boundary line of said Lot 1, a distance of **244.48 feet** to a 1/2 inch iron rod with cap stamped "LCRA" found for an interior corner of said Lot 1, and for the eastern most northeast corner of the herein described tract;

THENCE, South 02°30'07" East, with a west boundary line of said Lot 1, a distance of **462.60 feet** to a point in the centerline of Brushy Creek for the southeast corner of the herein described tract;

THENCE, with the meanders of the centerline of Brushy Creek, the following nine (9) courses and distances:
South 71°57'53" West, a distance of **60.23 feet** to a calculated point;
South 66°40'03" West, a distance of **90.58 feet** to a calculated point;
South 49°32'17" West, a distance of **78.88 feet** to a calculated point;
South 40°47'31" West, a distance of **82.04 feet** to a calculated point;
South 23°37'12" West, a distance of **81.79 feet** to a calculated point;



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

South 28°51'56" West, a distance of **110.18 feet** to a calculated point;
South 36°12'44" West, a distance of **282.02 feet** to a calculated point;
South 38°03'16" West, a distance of **84.64 feet** to a calculated point;
South 47°37'04" West, a distance of **495.33 feet** to a calculated point;

THENCE, South 86°26'01" West, leaving said Brushy Creek, a distance of **64.84 feet** to a calculated point for the southwest corner of the herein described tract;

THENCE, North 03°33'59" West, over and across said 156.769 acre tract of land, at a distance of 130.00 feet pass a 1/2 inch iron rod with cap stamped "INLAND REF POINT" set, continuing in all a total distance of **2122.75 feet** to a 1/2 inch iron rod with cap stamped "INLAND GEODETICS" set for the northwest corner of the herein described tract;

THENCE, North 86°26'01" East, continuing over and across said 156.769 acre tract of land, a distance of **198.93 feet** to the **POINT OF BEGINNING** and containing 30.00 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83 (2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of September, 2024, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 8th of October, 2024, A.D.

INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100



P:\Projects\City of Round Rock (CoRR)\CoRR-006.3 - WA3 - Kalahari 30ac Boundary Survey\5 -Descriptions-Reports\CoRR-006.3-Bndy WA3 Kalahari 30ac.docx



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

NOTES:

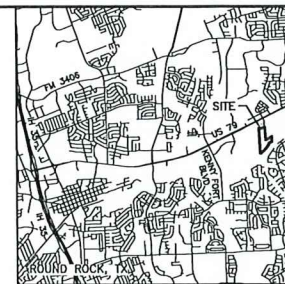
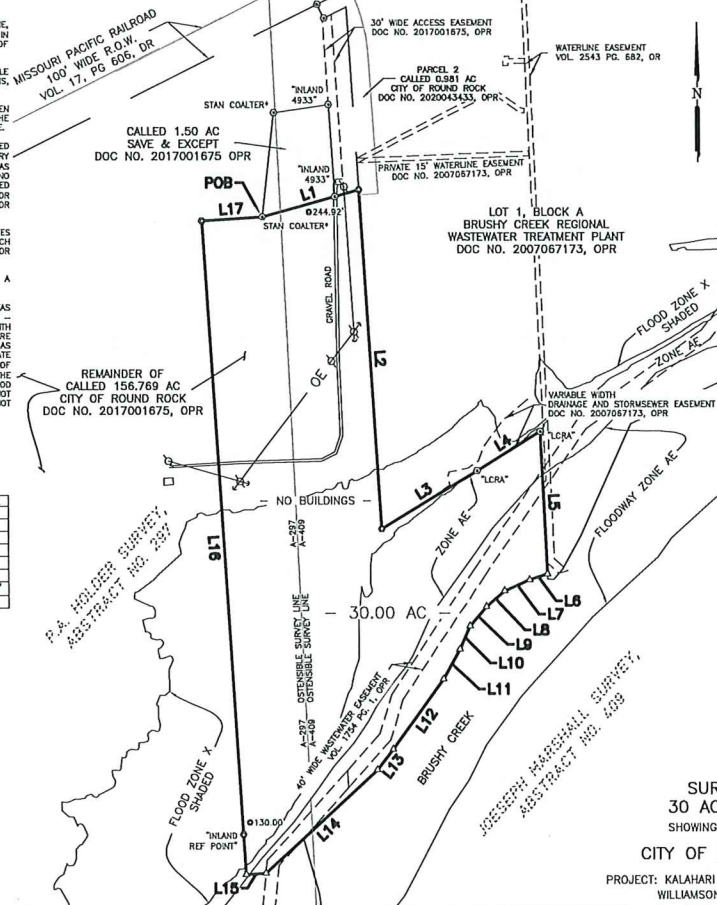
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). ALL DISTANCES SHOWN HEREIN ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.
2. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
3. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE, TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
4. THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
5. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
6. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE X (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE. SPECIAL FLOOD HAZARD ZONE AC - BASE FLOOD ELEVATIONS DETERMINED AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COUNTY PANEL NO. 48481C0518F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE ELEVATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	N 74°24'50" E	326.56'	L10	S 23°37'12" W	81.79'
L2	S 3°34'00" E	1,102.13'	L11	S 28°57'56" W	110.18'
L3	N 58°56'59" E	363.01'	L12	S 36°12'44" W	282.02'
L4	N 58°33'41" E	244.48'	L13	S 38°03'16" W	84.64'
L5	S 2°30'07" E	462.60'	L14	S 47°37'04" W	495.33'
L6	S 71°57'53" W	60.23'	L15	S 86°26'01" W	64.84'
L7	S 66°40'03" W	90.95'	L16	N 3°33'59" W	2,122.75'
L8	S 49°32'17" W	78.88'	L17	N 86°26'01" E	198.93'
L9	S 40°47'31" W	82.04'			

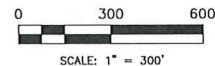
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN AUGUST 2024, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630



VICINITY MAP
N.T.S.



LEGEND

- IRON ROD SET W/CAP STAMP
- INLAND GEODETICS
- IRON ROD FOUND
- W/CAP STAMP - NOTED
- △ CALCULATED POINT
- DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- OR OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB POINT OF BEGINNING
- POWER POLE
- OHE— OVERHEAD ELECTRIC
- STAN COALTER* STAN COALTER LSL, RPLS, 1481, ROUND ROCK, TX 512-265-8211



SURVEY OF
30 ACRE TRACT
SHOWING PROPERTY OF
CITY OF ROUND ROCK
PROJECT: KALAHARI 30AC BOUNDARY SURVEY
WILLIAMSON COUNTY, TEXAS

1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00
SHEET 3 OF 3
CORR-006.3 10/06/2024



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute the Fourth Amendment to the Ground Lease Agreement between the City and KR CC, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Stephanie Sandre, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Attorney's Office

Text of Legislative File 2024-316

Round Rock and Kalahari entered into a substantial ground lease on December 20, 2016. The term of this lease is 99 years and gives Kalahari the option to purchase the ~355 acres of leased land at \$1 per acre once all debt on the property is paid off.

Kalahari made an upfront rent payment at closing and had a second rent payment deferred until December 20, 2024. This agreement serves two important purposes.

1) It removes 30 acres from the ground lease allowing the city to own the property outright, in perpetuity. These 30 acres are immediately adjacent to the regional wastewater treatment facility and will be instrumental in the city continuing to provide innovative wastewater service in Round Rock in the distant future.

2) It defers the principal and interest on the original \$10.5 million deferred rent payment to December 20, 2029 and sets that Deferred Rent amount to \$6.8 million.

Staff recommends approval.

RESOLUTION NO. R-2024-316

WHEREAS, the City of Round Rock (“City”) and KR CC, Inc. (“Tenant”) entered into that one certain Ground Lease Agreement on December 20, 2016 (“Ground Lease”); and

WHEREAS, pursuant to the Ground Lease, the City and Tenant desire to amend the Ground Lease to exclude a parcel of land containing 30 acres from the Leased Premises, and to amend other terms of the Ground Lease, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the Fourth Amendment to Ground Lease Agreement with KR CC, 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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

**FOURTH AMENDMENT TO THE
GROUND LEASE AGREEMENT
BETWEEN
CITY OF ROUND ROCK, TEXAS
AND
KR CC, INC.**

This FOURTH AMENDMENT (this "**Fourth Amendment**") is made and entered into as of the ____ day of _____, 2024 (the "**Effective Date**"), between the CITY OF ROUND ROCK, TEXAS, a Texas home rule city (the "**City**"), and KR CC, INC., a Delaware corporation ("**Tenant**"). The City and Tenant are sometimes referred to in this **Fourth Amendment** as the "**Parties**" and each as a "**Party**."

RECITALS

WHEREAS, the Parties entered into that one certain Ground Lease Agreement between City of Round Rock Texas and KR CC, INC. on December 20, 2016, (the "**Ground Lease**") and

WHEREAS, the Parties entered into that one certain First Amendment to Ground Lease Agreement on February 1, 2017; and

WHEREAS, the Parties entered into that one certain Second Amendment to Ground Lease Agreement on April 26, 2018; and

WHEREAS, the Parties entered into that one certain Third Amendment to Ground Lease Agreement on April 14, 2022; and

WHEREAS, the Parties now desire to amend the Ground Lease to exclude a parcel of land containing 30 acres from the Leased Premises, and to amend other terms of the Ground Lease as provided below;

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

ARTICLE I DEFINITIONS

Section 1.1 Except as specifically amended herein, all terms used herein shall have the meanings assigned to them in the Ground Lease, unless the context clearly requires otherwise.

Section 1.2 (A) Effective on January 2, 2025, the definition of "Deferred Rent Security" is amended to read as follows:

"Deferred Rent Security" means the 156.769 acre portion of the Leased Premises known as the "Krienke parcel" and that 14.4 acre portion of the Leased Premises on the west side of Kenney Fort known as part of the "Bison parcel" all as described on **Exhibit B** less the Excluded Parcel, which property may be excluded from this Agreement and sold if Tenant fails to timely make the Deferred Rent payment.

(B) Effective on January 2, 2025, the definition of “Excluded Parcel” is hereby added to read as follows:

“**Excluded Parcel**” means the 30-acre portion of the 156.769 acre portion of the original Leased Premises known as the Krienke parcel, said 30-acre parcel described on **Exhibit H**.

(C) Effective on January 2, 2025, the definition of “Leased Premises” is hereby amended to read as follows:

“**Leased Premises**” shall mean that portion of the Property as identified on **Exhibit A-2** (excluding the Fee Estate and the Excluded Parcel), together with (a) all air rights and air space above the Property; (b) all mineral and water rights; and (c) all of City’s right, title and interest, if any, in and to all rights, privileges and easements appurtenant to the Property now existing or created during the Term of this Agreement; provided however, (i) the Convention Center, as defined in the Master Development Agreement and/or the Economic Development Program Agreement, and (ii) any and all public streets, rights of way, and utility easements dedicated to the City during the platting and development process, shall not be included in the Leased Premises.

(D) Effective on January 2, 2025, the definition of “Rent” is hereby amended to read as follows:

“**Rent**” means the rent paid pursuant to Section 4.1, both before and after the date of this Fourth Amendment.

(E) Effective on January 2, 2025, the definition of “Property” is hereby amended to read as follows:

“**Property**” means the approximately 351.7 acres of land more particularly described in **Exhibit A** excluding the Excluded Parcel and excluding any roadways, easements or other facilities which have been dedicated to the City.

ARTICLE II

OTHER AMENDMENTS

Section 2.1 (A) Effective immediately, the payment set forth in Section 4.1(D) shall be changed from due on December 20, 2024 to due on January 5, 2025; provided, however, that the parties acknowledge that this payment shall be reduced and extended pursuant to Section 2.2 of this Fourth Amendment.

Section 2.2 (A) Effective on January 2, 2025, Section 4.1 is amended to read as follows:

4.1 **Rent.** The Parties agree that all rent due prior to the date of this Fourth Amendment has been timely paid. Tenant shall pay Rent as follows:

(A) make an annual rent payment to the City of One Dollar (\$1.00), which shall be paid, without demand, deduction, or offset, on the fifth day of January of each year during the Term of this Agreement;

(B) make a one-time payment to the City equal to \$6,800,000 on the 20th day of December, 2029 (the “**Deferred Rent**”).

Section 2.3 (A) Effective on January 2, 2025, the **LIST OF EXHIBITS** is hereby amended to add the following:

EXHIBIT H Excluded Parcel Description

ARTICLE III
MISCELLANEOUS

Section 3.1 To the extent necessary to effect the terms and provisions of this Fourth Amendment, the Ground Lease is hereby amended and modified. In all other respects, the aforesaid Ground Lease is hereby ratified and confirmed.

Section 3.2 This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Fourth Amendment to be duly executed as of the day and year first written above.

CITY OF ROUND ROCK, TEXAS
A Texas home rule city and municipal corporation

KR CC, INC.
a Delaware corporation

By: _____
Craig Morgan, Mayor

By:  _____
Todd Nelson, President

DESCRIPTION

DESCRIPTION OF A 30.00 ACRE TRACT OF LAND, LOCATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, AND THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN REMAINDER OF THE CALLED 156.769 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO THE CITY OF ROUND ROCK OF RECORD IN DOCUMENT NO. 2017001675, OF THE OFFICIAL PUBLIC RECORDS (OPR) OF WILLIAMSON COUNTY, TEXAS, SAID 30.00 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN SEPTEMBER, 2024, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "STAN COALTER, LSLS, RPLS 1481, ROUND ROCK, TX 5122558211" found at the southwest corner of that certain called 1.50 acre tract of land described as a Save and Except tract in a Special Warranty Deed to the City of Round Rock of record in Document No. 2017001675, said OPR, for an angle point in the north boundary line of the herein described tract;

THENCE, North 74°24'50" East, with the south boundary line of said 1.50 acre Save and Except Tract, at 244.92 feet pass a 1/2 inch iron rod with cap stamped "INLAND 4933" found for the southeast corner of said 1.50 acre tract of land, continuing in all a total distance of **326.56 feet** to a 1/2 inch iron rod with cap stamped "INLAND GEODETICS" set on the western boundary line of Lot 1, Block A, BRUSHY CREEK REGIONAL WASTEWATER TREATMENT PLANT, a subdivision of record in Document No. 2007067173, said OPR, for the northern most northeast corner of the herein described tract;

THENCE, South 03°34'00" East, with said western boundary line of Lot 1, a distance of **1102.13 feet** to a 1/2 inch iron rod with cap stamped "INLAND GEODETICS" set at the southwest corner of said Lot 1, for an interior corner of the herein described tract;

THENCE, North 58°56'59" East, with the south boundary line of said Lot 1, a distance of **363.01 feet** to a 1/2 inch iron rod with cap stamped "LCRA" found for an angle point in the south boundary line of said Lot 1, and for a corner of the herein described tract;

THENCE, North 58°33'41" East, continuing with the south boundary line of said Lot 1, a distance of **244.48 feet** to a 1/2 inch iron rod with cap stamped "LCRA" found for an interior corner of said Lot 1, and for the eastern most northeast corner of the herein described tract;

THENCE, South 02°30'07" East, with a west boundary line of said Lot 1, a distance of **462.60 feet** to a point in the centerline of Brushy Creek for the southeast corner of the herein described tract;

THENCE, with the meanders of the centerline of Brushy Creek, the following nine (9) courses and distances:
South 71°57'53" West, a distance of **60.23 feet** to a calculated point;
South 66°40'03" West, a distance of **90.58 feet** to a calculated point;
South 49°32'17" West, a distance of **78.88 feet** to a calculated point;
South 40°47'31" West, a distance of **82.04 feet** to a calculated point;
South 23°37'12" West, a distance of **81.79 feet** to a calculated point;



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

South 28°51'56" West, a distance of **110.18 feet** to a calculated point;
South 36°12'44" West, a distance of **282.02 feet** to a calculated point;
South 38°03'16" West, a distance of **84.64 feet** to a calculated point;
South 47°37'04" West, a distance of **495.33 feet** to a calculated point;

THENCE, South 86°26'01" West, leaving said Brushy Creek, a distance of **64.84 feet** to a calculated point for the southwest corner of the herein described tract;

THENCE, North 03°33'59" West, over and across said 156.769 acre tract of land, at a distance of 130.00 feet pass a 1/2 inch iron rod with cap stamped "INLAND REF POINT" set, continuing in all a total distance of **2122.75 feet** to a 1/2 inch iron rod with cap stamped "INLAND GEODETICS" set for the northwest corner of the herein described tract;

THENCE, North 86°26'01" East, continuing over and across said 156.769 acre tract of land, a distance of **198.93 feet** to the **POINT OF BEGINNING** and containing 30.00 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83 (2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of September, 2024, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 8th of October, 2024, A.D.

INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100



P:\Projects\City of Round Rock (CoRR)\CoRR-006.3 - WA3 - Kalahari 30ac Boundary Survey\5 -Descriptions-Reports\CoRR-006.3-Bndy WA3 Kalahari 30ac.docx



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

- NOTES:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.
 2. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.
 3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
 4. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE, TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.
 5. THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
 6. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.
 7. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE X (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE. SPECIAL FLOOD HAZARD ZONE AE - BASE FLOOD ELEVATIONS DETERMINED AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0515F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DECLARATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.
 8. THIS TRACT OF LAND MAY BE SUBJECT TO ARTICLE 5614c OF THE REVISED CIVIL STATUTES OF TEXAS, ALSO KNOWN AS THE SMALL BILL.
 9. TEXAS PARKS AND WILDLIFE MAY HAVE RIGHTS TO SAND, GRAVEL AND MARL CONTAINED WITHIN THE BOUNDARIES OF THE RIVER BED.

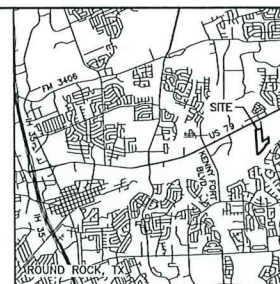
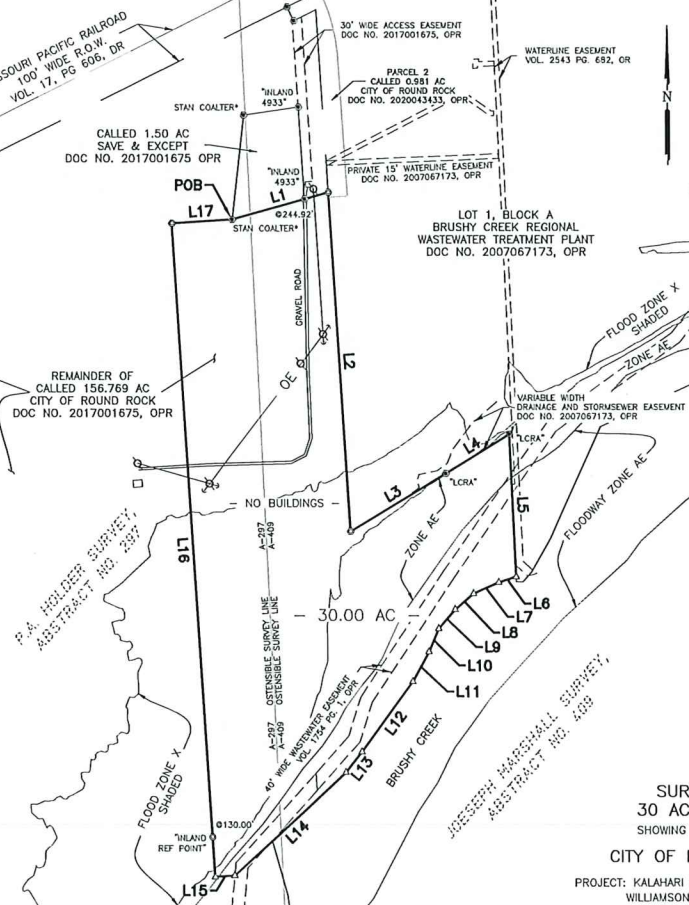
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	N 74°24'50" E	326.56'	L10	S 23°37'12" W	81.79'
L2	S 3°34'00" E	1,102.13'	L11	S 28°51'56" W	110.18'
L3	N 58°56'59" E	363.01'	L12	S 36°12'44" W	282.02'
L4	N 58°33'41" E	244.48'	L13	S 38°03'16" W	84.64'
L5	S 2°30'07" E	462.60'	L14	S 47°37'08" W	495.33'
L6	S 71°57'53" W	60.23'	L15	S 86°26'01" W	64.84'
L7	S 66°40'03" W	90.58'	L16	N 3°33'59" W	2,122.75'
L8	S 49°32'17" W	78.88'	L17	N 86°26'01" E	198.93'
L9	S 40°47'31" W	82.04'			

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN AUGUST 2024, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

REVISED: 10/14/2024
ADD NOTES 7 & 8



VICINITY MAP
N.T.S.

0 300 600
SCALE: 1" = 300'

LEGEND

- IRON ROD SET W/CAP STAMP
- "INLAND GEODETICS"
- IRON ROD FOUND
- W/CAP STAMP - NOTED
- △ CALCULATED POINT
- DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- OR OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB POINT OF BEGINNING
- Q POWER POLE
- OHE— OVERHEAD ELECTRIC
- STAN COALTER* STAN COALTER L.S.L.S., R.P.L.S., 1481, ROUND ROCK, TX 512-265-8211



SURVEY OF
30 ACRE TRACT
SHOWING PROPERTY OF
CITY OF ROUND ROCK

PROJECT: KALAHARI 30AC BOUNDARY SURVEY
WILLIAMSON COUNTY, TEXAS

1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00
SHEET 3 OF 3
CORR-006.3
REVISED: 10/14/2024
10/08/2024



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Google Fiber Texas, LLC regarding construction inspection services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Public Works

Text of Legislative File 2024-315

The City entered into an agreement with Google Fiber to allow Google Fiber to micro-trench a fiber network in the City's roadway system. Due to the large number of crews performing micro-trenching and associated work tasks, the City and Google Fiber have negotiated this agreement by which Google Fiber agrees to reimburse the City for supplemental inspection services. The City will hire the contract inspectors to support City staff and Google Fiber will reimburse those eligible costs to the City. The maximum amount of the contract reimbursement is \$40,000 per month for the two inspectors.

RESOLUTION NO. R-2024-315

WHEREAS, Google Fiber Texas, LLC (“Google”) is in the process of installing conduits, vaults, and fiber optic cable (“Fiber Project”) within the City of Round Rock’s right-of-way; and

WHEREAS, the Fiber Project requires construction inspection services; and

WHEREAS, the City of Round Rock (“City”) has agreed to engage two (2) third-party construction inspectors to provide inspection services for the Fiber Project; and

WHEREAS, Google has agreed to reimburse all documented costs paid by the City to the construction inspectors for inspection services related to the Fiber Project; and

WHEREAS, the City wishes to enter into an Agreement (“Agreement”) with Google to outline each party’s obligations regarding construction inspection services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Google Fiber Texas, 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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

AGREEMENT BETWEEN CITY OF ROUND ROCK AND GOOGLE FIBER TEXAS, LLC REGARDING CONSTRUCTION INSPECTION SERVICES

This AGREEMENT (the "Agreement"), is dated, entered into and effective as of the __ day of __, 2024, by and between the CITY OF ROUND ROCK, TEXAS (the "CITY"), a Texas Home Rule City, and GOOGLE FIBER TEXAS, LLC ("GOOGLE"). The CITY and GOOGLE are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, GOOGLE in the process of installing conduits, vaults, and fiber optic cable (herein collectively referred to as "Fiber Project") within the CITY'S rights-of-way; and

WHEREAS, the Fiber Project requires construction inspection services ("Inspection Services"); and

WHEREAS, the CITY has agreed to engage two (2) third-party construction inspectors ("Construction Inspectors") to provide Inspection Services for the Fiber Project; and

WHEREAS, GOOGLE has agreed to reimburse all documented costs paid by the CITY to the Construction Inspectors for Inspection Services related to the Fiber Project as set forth herein;

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

- 1) The CITY agrees to engage up to two (2) Construction Inspectors dedicated solely to providing Inspection Services for the Fiber Project. CITY staff will only be supplemented on an as needed basis.
- 2) GOOGLE agrees to reimburse the CITY for all documented costs paid by the CITY to Construction Inspectors for Inspection Services related to the Fiber Project, up to a maximum of \$40,000 per month.
- 3) The CITY shall invoice GOOGLE on a monthly basis for all documented costs paid by the CITY to the Construction Inspectors for Inspection Services provided related to the Fiber Project.
- 4) GOOGLE shall pay all invoices within thirty (30) days of receipt of the invoice.
- 5) 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.
- 6) This Agreement may only be amended or supplemented by mutual agreement of the Parties hereto in writing.

- 7) The Parties agree that time is of the essence with respect to this Agreement.
- 8) This Agreement shall extend to and be binding upon and inure to the benefit of the Parties' respective heirs, executors, administrators, successors, and assigns.'
- 9) Either Party may terminate this Agreement upon sixty (60) days written notice, at which point any unpaid reimbursement for actual and documented Excess Work shall be invoiced to GOOGLE.
- 10) 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 GOOGLE have executed this Agreement to be effective on the date first mentioned above.

(Signatures on the following page)

Google Fiber Texas, LLC

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with HDR Engineering, Inc. for Google Fiber Inspection Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$682,462.40

Indexes: General Fund

Attachments: Resolution, Exhibit A, 1295

Department: Public Works

Text of Legislative File 2024-297

This Agreement is for professional inspection services related to the placement of Google Fiber in the City of Round Rock's corporate limits by majority micro-trenching operations. With the sheer number of Google Fiber contractors working (9 individual crews possibly increasing to 12 crews) and the conduit being trenched in at nearly three miles a day, current City staff are unable to inspect this work to accommodate Google Fibers production rates. Through negotiations with Google Fiber, they have agreed to fund two contract inspectors to allow for the higher production rate to be maintained. The Public Works Department negotiated with HDR, Inc. to provide scope, schedule and fee schedule to perform the necessary inspection services. The City will be reimbursed by Google Fiber on an monthly invoice basis for these services.

The maximum amount billable under this contract is \$682,462.40.

Cost: \$682,462.40

Source of Funds: General Fund

RESOLUTION NO. R-2024-297

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to Google Fiber Inspection Services; and

WHEREAS, HDR Engineering, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with HDR Engineering, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with HDR Engineering, Inc. for Professional Consulting Services Related to Google Fiber Inspection Services, 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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT**"A"**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND HDR ENGINEERING, INC.
FOR PROFESSIONAL CONSULTING SERVICES RELATED TO
GOOGLE FIBER INSPECTION SERVICES**

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

THIS AGREEMENT for professional consulting services related to Google Fiber Inspection Services (the "Agreement"), is made on this _____ day of _____, 2024, by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and HDR ENGINEERING, INC., located at 710 Hesters Crossing, Suite 150, Round Rock, Texas 78681 (the "Consultant").

RECITALS:

WHEREAS, City has determined that it has a need for professional consulting services related to Google Fiber Inspection Services hereinafter "Consulting Services"; and

WHEREAS, City desires to contract with Consultant for the Consulting Services; and

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

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

1.0 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date set forth in the introductory paragraph above, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall commence upon execution and terminate upon successful completion of the services.

C. City and the Consultant reserve the right to review the Agreement at any time and may elect to terminate the Agreement with or without cause.

2.0 SCOPE OF SERVICES

A. Consultant has provided its proposal for Consulting Services, such proposal for Consulting Services being attached hereto as **Exhibit “A”** titled “Scope of Services,” which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

B. Consultant shall satisfactorily provide all Consulting Services described herein and as set forth in **Exhibit “A.”** Consultant’s undertaking shall be limited to performing Consulting Services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform the Consulting Services in accordance with this Agreement in a professional and workmanlike manner pursuant to the Work Schedule agreed upon by both parties.

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant’s undertaking shall be limited to performing the Consulting Services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in **Exhibit “A,”** and may only be modified by a written Supplemental Agreement executed by both parties as described in **Section 9.0.**

4.0 CONTRACT AMOUNT

A. In consideration for providing the Consulting Services, Consultant shall be paid on the basis of actual hours worked provided by Consultant in accordance with the Price Sheet attached hereto as **Exhibit “B,”** and incorporated herein by reference for all purposes.

B. Consultant’s total compensation for Consulting Services hereunder shall not exceed **\$682,462.40.** This amount represents the absolute limit of City’s liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant’s fees for work done on behalf of City.

5.0 INVOICE REQUIREMENTS AND TERMS OF PAYMENT

A. **Invoices:** To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for Consulting Services rendered. Such invoices for Consulting Services shall track the referenced Scope of Work, and shall detail the Consulting Services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

B. **Backup Material.** Should additional backup material be requested by the City relative to Consulting Services, Consultant shall promptly comply. In this regard, should the City

determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

C. **Payment of Invoices:** The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in **Section 7** herein.

D. **Taxes.** The City is exempt from Federal Excise and State Sales Tax. Therefore, such taxes shall not be included in Consultant's invoices.

6.0 INSURANCE

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal

year if the governing body of the City does not appropriate funds sufficient to purchase the Consulting Services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then- current fiscal year.

9.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the Consulting Services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

10.0 TERMINATION AND DEFAULT

A. **Termination:** It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon written notice to Consultant (the "Date of Termination,") with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the Date of Termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

B. **Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

11.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

12.0 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its Consulting Services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

- (4) Consultant or its employees or subcontractors shall perform Consulting Services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform Consulting Services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the Consulting Services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

13.0 CONFIDENTIALITY AND MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with the Consulting Services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing

Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of Consulting Services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required

by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

14.0 WARRANTIES

Consultant represents that all Consulting Services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

15.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such Consulting Services to the City's reasonable satisfaction at no additional charge, or (b) if such deficient Consulting Services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

16.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

17.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

18.0 LOCAL, STATE, AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing Consulting Services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

19.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the Consulting Services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

C. In accordance with 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 Consultant verifies Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 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 Consultant verifies Consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

20.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

21.0 DESIGNATION OF REPRESENTATIVES

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

Gerald Pohlmeier
Assistant Director of Transportation Infrastructure
3400 Sunrise Road
Round Rock, TX 78665
(512) 218-5589

22.0 NOTICES

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

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

Notice to Consultant:

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, TX 78681

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

23.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

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

24.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

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

27.0 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the Consulting Services, responsibilities and duties specified herein and that such Consulting Services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

28.0 GRATUITIES AND BRIBES

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

29.0 RIGHT TO ASSURANCE

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

30.0 MISCELLANEOUS PROVISIONS

(A) **Time is of the Essence.** Consultant agrees that time is of the essence and that any failure of Consultant to complete the Consulting Services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

(B) **Force Majeure.** Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

(C) **Section Numbers.** The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

(D) **Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

(E) **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

HDR Engineering, Inc.

By: _____
Printed Name: Justin A. Word

Title: Vice President

Date Signed: 10/16/2024

EXHIBIT “A”

Scope of Services

Engineering Inspection Services

Description of Services

Professional services requested by the City of Round Rock (City) include construction engineering and inspection. Provide construction inspector services for the observation of ongoing installation of Google Fiber within the City of Round Rock.

Work Tasks

Requests can be submitted by the City as an email assignment for needs that arise that require additional capacity or support.

TASK 1 – Construction Engineering and Inspection

The below Construction Engineering & Inspection (CE&I) activities will be performed on an on-call basis and may consist of construction administration, construction inspection and documentation, construction engineering, and materials testing.

HDR's inspection or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control, or have charge of construction.

HDR shall not be responsible for the acts, errors, or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to include HDR and HDR's Subcontractors as an additional insured on the construction contractor(s)' general liability insurance and include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of HDR.

1. Construction Administration
 - a. Providing pre-construction engineering services to include:
 - i. Review of contractor's ROW permit
 - ii. Participate in a pre-construction conference.
 - b. Participate in construction progress meetings.
 - c. Reviewing and providing recommendations to City on final completion and prepare associated reports.
 - d. Performing document project closeout.
2. Construction Engineering and Inspection

- a. Provide CE&I services during construction to include:
 - i. Provide on-site periodic construction inspection during construction to monitor the progress and quality of the work completed by the Contractor in accordance with the ROW permit. This will include maintaining a photographic record of the construction progress.
 - ii. Prepare daily work reports.
 - iii. Review of contractor approach to and compliance with environmental conservation measures.
 - iv. Verify Contractor's compliance with the Storm Water Pollution Prevention Plan for the project including filing any required notices, and inspection and maintenance of any temporary storm water controls.
 - v. Verify compliance with ROW permit documents with regards to Traffic Control
 - vi. Notify the City and the Contractor when work is not in conformance with the ROW permit.
 - vii. Monitor materials delivered to the site and incorporated into the work.

3. Assumptions

- Review of the Contractor's ROW permit. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component.
- The work schedule for the HDR's CE&I Inspector is based on a standard work week (Monday through Saturday) and forty (40) hours per week plus anytime required for work on Saturday. No work will be performed on Sunday.
- The CE&I Inspector shall not:
 - Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Contractor.
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Work, by Contractor or any other Contractor.
 - Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the CITY or Contractor.

Compensation

A fee schedule and Unit Billing Rates in effect by HDR are for employees assigned to work under this Agreement, as shown on the attached table.

Time of service for this contract is expected to be 18 months from notice to proceed. If a time

extension is required Unit Billing Rates may be adjusted on an annual basis as mutually agreed upon. HDR will notify the City of annual rate changes in writing if the duration of the projects extends beyond the annual adjustment period.

EXHIBIT "B"
Price Sheet

City of Round Rock- Google Fiber Observations
Construction Engineering & Inspection Fee Schedule

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18			
		Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26			
JOB CLASSIFICATION	RATE 2024	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Total Hours Worked	Labor Costs	
CE&I Project Manger	\$ 275.00	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	38	\$ 10,450.00	
Senior Inspector	\$ 151.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
Inspector II/III	\$ 127.75	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	2880	\$ 367,920.00	
Inspector I	\$ 82.50	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	2880	\$ 237,600.00	
Records Keeper	\$ 87.45	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	72	\$ 6,296.40	
Accounting	\$ 124.00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	19	\$ 2,356.00	
Quality Auditor	\$ 128.00	1	1	3	1	1	3	1	1	3	1	1	3	1	1	3	1	1	3	30	\$ 3,840.00	
																				Total	\$ 628,462.40	
Other Direct Expenses																						
Vehicle		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 27,000.00	
Vehicle		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 27,000.00	
																				Total	\$ 54,000.00	
																				\$ 682,462.40		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

HDR Engineering, Inc.
Round Rock, TX United States

Certificate Number:
2024-1236471

Date Filed:
11/08/2024

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.

Google Fiber Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, NE United States	X	
	LeCureux, David	Omaha, NE United States	X	
	Henderson, John	Omaha, NE United States	X	
	McLaughlin, Thomas	White Plains, NY United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mark D. Borenstein, and my date of birth is .

My address is 710 Hesters Crossing, Suite 150, Round Rock, TX, 78681, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 8th day of November, 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.**

HDR Engineering, Inc.
Round Rock, TX United States

Certificate Number:
2024-1236471

Date Filed:
11/08/2024

Date Acknowledged:
11/08/2024

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.

Google Fiber Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, NE United States	X	
	LeCureux, David	Omaha, NE United States	X	
	Henderson, John	Omaha, NE United States	X	
	McLaughlin, Thomas	White Plains, NY United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Contract with Dan Williams Company for the CR 112 East Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$20,434,128.40

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

Attachments: Resolution, Award Letter, Bid Tabs, Map, 1295

Department: Public Works

Text of Legislative File 2024-306

The proposed CR 112 (Avery Nelson Parkway) roadway improvements is a high priority Arterial in the Northwest quadrant of the City. The limits of this segment of CR 112 is from CR 117 heading east to CR 110. This roadway is being constructed as an urban 6-lane divided facility with select median openings for sideroads. This segment will be constructed concurrently with the project that starts at AW Grimes and ends at CR 117.

On October 15th the City held a bid opening for the CR 112 East Improvements Project. The City received six bids for the project. The base bid prices ranged from \$20,434,128.40 to \$22,678,614.30. The low bidder was Dan Williams at \$20,434,128.40.

Total Bids Received:

Dan Williams: \$20,434,128.40

Jordan Foster: \$20,668,424.90

Chasco Constructors: \$20,979,799.30

Patin Construction: \$21,729,333.45

Capital Excavation: \$22,069,999.60

Joe Bland Construction: \$22,678,641.30

Cost: \$20,434,128.40

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2024-306

WHEREAS, the City of Round Rock has duly advertised for bids for the CR 112 East Project;
and

WHEREAS, Dan Williams Company has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Dan Williams Company, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract
with Dan Williams Company for the CR 112 East Project.

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

RESOLVED this 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

October 16, 2024



Bill Stablein, Project Manager
City of Round Rock
3400 Sunrise Rd
Round Rock, Texas 78665

RE: Recommendation to Award
CR 112 East Segment

Dear Mr. Stablein:

On October 15, 2024, HDR Engineering Inc (HDR) assisted City of Round Rock with opening the bids for the above referenced project. Six (6) responsive bid proposals were submitted with total base bid prices ranging from \$ 20,434,128.40 to \$ 22,678,641.30. HDR tabulated the bids as shown in the summary table below, and the attached bid analysis. Per the bid analysis, Dan Williams Company is the apparent low bidder.

Based upon our review of the Bid tabulation, we recommend City of Round Rock accept the bid from Dan Williams Company in the amount of \$ 20,434,128.40.

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate		Difference from Low Bid	
			(\$)	(%)	(\$)	(%)
DAN WILLIAMS COMPANY	\$ 20,434,128.40	1	\$ (4,074,889.69)	-16.6%	\$ -	0.0%
JORDAN FOSTER CONSTRUCTION, LLC	\$ 20,668,424.90	2	\$ (3,840,593.19)	-15.7%	\$ 234,296.50	1.1%
CHASCO CONSTRUCTORS	\$ 20,979,799.30	3	\$ (3,529,218.79)	-14.4%	\$ 545,670.90	2.7%
PATIN CONSTRUCTION, LLC	\$ 21,729,333.45	4	\$ (2,779,684.64)	-11.3%	\$ 1,295,205.05	6.3%
CAPITAL EXCAVATION COMPANY	\$ 22,069,999.60	5	\$ (2,439,018.49)	-10.0%	\$ 1,635,871.20	8.0%
JOE BLAND CONSTRUCTION, LLC	\$ 22,678,641.30	6	\$ (1,830,376.79)	-7.5%	\$ 2,244,512.90	11.0%

Sincerely,

HDR Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Felipe Tudtud', is written over a horizontal line.

Felipe Tudtud, PE
Roadway Section Manager
Attachment: Bid Tabulation Analysis

HDR

710 Hesters Crossing Suite 150
Round Rock, TX 78681-7839

BID ITEM	TECH SPEC	DESCRIPTION	UNIT MEASURE	BID QUANTITY	ENGINEER'S ESTIMATE		CAPITAL EXCAVATION			CHASCO CONSTRUCTORS			DAN WILLIAMS COMPANY			JOE BLAND CONSTRUCTION			JORDAN FOSTER CONSTRUCTION			PATIN CONSTRUCTION LLC		
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF
1	000--001	VANTAGE NEXT PLATFORM (SHELF-MOUNT CCU WITH SHIP KIT)	EA	1	\$ 10,500.00	\$ 10,500.00	\$ 12,500.00	\$ 12,500.00	19%	\$ 12,000.00	\$ 12,000.00	14%	\$ 12,000.00	\$ 12,000.00	14%	\$ 13,000.00	\$ 13,000.00	24%	\$ 12,000.00	\$ 12,000.00	14%	\$ 13,500.00	\$ 13,500.00	29%
2	000--002	VANTAGE VECTOR HYBRID	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 6,700.00	\$ 26,800.00	22%	\$ 6,500.00	\$ 26,000.00	18%	\$ 6,500.00	\$ 26,000.00	18%	\$ 6,520.00	\$ 26,080.00	19%	\$ 6,500.00	\$ 26,000.00	18%	\$ 6,765.00	\$ 27,060.00	23%
3	000--003	VANTAGE NEXT CAMERA	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 1,620.00	\$ 1,620.00	-15%	\$ 1,600.00	\$ 1,600.00	-16%	\$ 1,500.00	\$ 1,500.00	-21%	\$ 3,790.00	\$ 3,790.00	99%	\$ 1,500.00	\$ 1,500.00	-21%	\$ 4,000.00	\$ 4,000.00	111%
4	000--004	VANTAGE NEXT VIEWER AND SET UP TOOL	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 4,320.00	\$ 4,320.00	106%	\$ 4,200.00	\$ 4,200.00	100%	\$ 4,000.00	\$ 4,000.00	90%	\$ 3,910.00	\$ 3,910.00	86%	\$ 4,200.00	\$ 4,200.00	100%	\$ 4,100.00	\$ 4,100.00	95%
5	000--005	AXIS NETWORK PTZ CAMERA	EA	1	\$ 3,300.00	\$ 3,300.00	\$ 4,100.00	\$ 4,100.00	24%	\$ 4,000.00	\$ 4,000.00	21%	\$ 3,800.00	\$ 3,800.00	15%	\$ 4,975.00	\$ 4,975.00	51%	\$ 4,000.00	\$ 4,000.00	21%	\$ 5,150.00	\$ 5,150.00	56%
6	000--006	COMNET ETHERNET SWITCH	EA	1	\$ 2,250.00	\$ 2,250.00	\$ 2,810.00	\$ 2,810.00	25%	\$ 2,700.00	\$ 2,700.00	20%	\$ 2,600.00	\$ 2,600.00	16%	\$ 2,370.00	\$ 2,370.00	5%	\$ 2,700.00	\$ 2,700.00	20%	\$ 2,500.00	\$ 2,500.00	11%
7	000--007	PEGASUS TWIST PORT RADIO 5GHZ 300MG	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,910.00	\$ 2,910.00	16%	\$ 2,800.00	\$ 2,800.00	12%	\$ 2,700.00	\$ 2,700.00	8%	\$ 2,610.00	\$ 2,610.00	4%	\$ 2,800.00	\$ 2,800.00	12%	\$ 2,700.00	\$ 2,700.00	8%
8	000--008	ANTENNA - ULTRA DISH TP400 24 DBL	EA	1	\$ 1,410.00	\$ 1,410.00	\$ 810.00	\$ 810.00	-43%	\$ 790.00	\$ 790.00	-44%	\$ 750.00	\$ 750.00	-47%	\$ 3,100.00	\$ 3,100.00	120%	\$ 1,000.00	\$ 1,000.00	-29%	\$ 3,200.00	\$ 3,200.00	127%
9	000--009	OPTICOM DETECTOR-GTT MODEL 711 (SINGLE)	EA	2	\$ 1,360.00	\$ 2,720.00	\$ 1,400.00	\$ 2,800.00	3%	\$ 1,360.00	\$ 2,720.00	0%	\$ 1,300.00	\$ 2,600.00	-4%	\$ 1,125.00	\$ 2,250.00	-17%	\$ 1,300.00	\$ 2,600.00	-4%	\$ 1,200.00	\$ 2,400.00	-12%
10	000--010	OPTICOM DETECTOR-GTT MODEL 722 (DUAL)	EA	1	\$ 1,750.00	\$ 1,750.00	\$ 1,830.00	\$ 1,830.00	5%	\$ 1,800.00	\$ 1,800.00	3%	\$ 1,700.00	\$ 1,700.00	-3%	\$ 1,600.00	\$ 1,600.00	-9%	\$ 1,800.00	\$ 1,800.00	3%	\$ 1,660.00	\$ 1,660.00	-5%
11	000--011	OPTICOM PHASE SELECTOR-GTT MODEL 764	EA	1	\$ 4,900.00	\$ 4,900.00	\$ 4,960.00	\$ 4,960.00	1%	\$ 4,800.00	\$ 4,800.00	-2%	\$ 4,600.00	\$ 4,600.00	-6%	\$ 5,330.00	\$ 5,330.00	9%	\$ 4,900.00	\$ 4,900.00	0%	\$ 5,550.00	\$ 5,550.00	13%
12	000--012	OPTICOM CARD RACK-GTT MODEL 760	EA	1	\$ 900.00	\$ 900.00	\$ 970.00	\$ 970.00	8%	\$ 945.00	\$ 945.00	5%	\$ 900.00	\$ 900.00	0%	\$ 1,100.00	\$ 1,100.00	22%	\$ 1,000.00	\$ 1,000.00	11%	\$ 1,150.00	\$ 1,150.00	28%
13	000--013	OPTICOM CABLE-GTT MODEL 138	LF	849	\$ 2.75	\$ 2,334.75	\$ 2.90	\$ 2,462.10	5%	\$ 3.00	\$ 2,547.00	9%	\$ 2.70	\$ 2,292.30	-2%	\$ 4.00	\$ 3,396.00	45%	\$ 3.00	\$ 2,547.00	9%	\$ 3.70	\$ 3,141.30	35%
14	100-6002	PREPARING ROW	STA	53	\$ 5,000.00	\$ 265,000.00	\$ 2,700.00	\$ 143,100.00	-46%	\$ 7,500.00	\$ 397,500.00	50%	\$ 10,500.00	\$ 556,500.00	110%	\$ 5,000.00	\$ 265,000.00	0%	\$ 19,000.00	\$ 1,007,000.00	280%	\$ 3,000.00	\$ 159,000.00	-40%
15	104-6009	REMOVING CONC (RIPRAP)	SY	122	\$ 25.00	\$ 3,050.00	\$ 37.65	\$ 4,593.30	51%	\$ 30.00	\$ 3,660.00	20%	\$ 25.00	\$ 3,050.00	0%	\$ 58.00	\$ 7,076.00	132%	\$ 22.00	\$ 2,684.00	-12%	\$ 20.00	\$ 2,440.00	-20%
16	104-6015	REMOVING CONC (SIDEWALKS)	SY	149	\$ 25.00	\$ 3,725.00	\$ 30.85	\$ 4,596.65	23%	\$ 30.00	\$ 4,470.00	20%	\$ 20.00	\$ 2,980.00	-20%	\$ 28.00	\$ 4,172.00	12%	\$ 16.00	\$ 2,384.00	-36%	\$ 20.00	\$ 2,980.00	-20%
17	104-6022	REMOVING CONC (CURB AND GUTTER)	LF	324	\$ 10.00	\$ 3,240.00	\$ 25.25	\$ 8,181.00	153%	\$ 10.00	\$ 3,240.00	0%	\$ 10.00	\$ 3,240.00	0%	\$ 22.00	\$ 7,128.00	120%	\$ 15.00	\$ 4,860.00	50%	\$ 5.00	\$ 1,620.00	-50%
18	105-6011	REMOVING STAB BASE AND ASPH PAV (2"-6")	SY	13061	\$ 5.00	\$ 65,305.00	\$ 7.15	\$ 93,386.15	43%	\$ 4.00	\$ 52,244.00	-20%	\$ 1.75	\$ 22,856.75	-65%	\$ 5.00	\$ 65,305.00	0%	\$ 3.00	\$ 39,183.00	-40%	\$ 7.00	\$ 91,427.00	40%
19	110-6001	EXCAVATION (ROADWAY)	CY	28668	\$ 15.00	\$ 430,020.00	\$ 15.50	\$ 444,354.00	3%	\$ 20.00	\$ 573,360.00	33%	\$ 9.00	\$ 258,012.00	-40%	\$ 20.00	\$ 573,360.00	33%	\$ 7.50	\$ 215,010.00	-50%	\$ 10.00	\$ 286,680.00	-33%
20	132-6025	EMBANKMENT (FINAL) (DENS CONT) (TY C1)	CY	44142	\$ 23.00	\$ 1,015,266.00	\$ 37.50	\$ 1,655,325.00	63%	\$ 22.00	\$ 971,124.00	-4%	\$ 21.50	\$ 949,053.00	-7%	\$ 20.00	\$ 882,840.00	-13%	\$ 8.00	\$ 353,136.00	-65%	\$ 12.00	\$ 529,704.00	-48%
21	164-6066	DRILL SEEDING (PERM)(WARM OR COOL)	SY	68325	\$ 0.50	\$ 34,162.50	\$ 0.25	\$ 17,081.25	-50%	\$ 0.25	\$ 17,081.25	-50%	\$ 0.22	\$ 15,031.50	-56%	\$ 0.50	\$ 34,162.50	0%	\$ 0.19	\$ 12,981.75	-62%	\$ 1.00	\$ 68,325.00	100%
22	164-6071	BROADCAST SEED (TEMP)(WARM OR COOL)	SY	68325	\$ 0.30	\$ 20,497.50	\$ 0.25	\$ 17,081.25	-17%	\$ 0.25	\$ 17,081.25	-17%	\$ 0.22	\$ 15,031.50	-27%	\$ 0.50	\$ 34,162.50	67%	\$ 0.27	\$ 18,447.75	-10%	\$ 1.00	\$ 68,325.00	233%
23	168-6001	VEGETATIVE WATERING	MG	685	\$ 40.00	\$ 27,400.00	\$ 31.20	\$ 21,372.00	-22%	\$ 25.00	\$ 17,125.00	-38%	\$ 17.00	\$ 11,645.00	-58%	\$ 60.00	\$ 41,100.00	50%	\$ 65.00	\$ 44,525.00	63%	\$ 10.00	\$ 6,850.00	-75%
24	247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FINAL POS)	CY	30545	\$ 55.00	\$ 1,679,975.00	\$ 47.00	\$ 1,435,615.00	-15%	\$ 45.00	\$ 1,374,525.00	-18%	\$ 44.00	\$ 1,343,980.00	-20%	\$ 50.00	\$ 1,527,250.00	-9%	\$ 46.00	\$ 1,405,070.00	-16%	\$ 72.00	\$ 2,199,240.00	31%
25	260-6043	LIME (HYD, COM OR QX)(SLURRY)	TON	1349	\$ 350.00	\$ 472,150.00	\$ 320.00	\$ 431,680.00	-9%	\$ 310.00	\$ 418,190.00	-11%	\$ 303.00	\$ 408,747.00	-13%	\$ 350.00	\$ 472,150.00	0%	\$ 310.00	\$ 418,190.00	-11%	\$ 375.00	\$ 505,875.00	7%
26	260-6073	LIME TRT (SUBGRADE)(8")	SY	74924	\$ 6.00	\$ 449,544.00	\$ 6.00	\$ 449,544.00	0%	\$ 3.75	\$ 280,965.00	-38%	\$ 3.00	\$ 224,772.00	-50%	\$ 8.00	\$ 599,392.00	33%	\$ 4.75	\$ 355,889.00	-21%	\$ 8.00	\$ 599,392.00	33%
27	310-6001	PRIME COAT (MULTI OPTION)	GAL	14396	\$ 4.00	\$ 57,584.00	\$ 4.00	\$ 57,584.00	0%	\$ 4.00	\$ 57,584.00	0%	\$ 3.75	\$ 53,985.00	-6%	\$ 4.50	\$ 64,782.00	13%	\$ 3.75	\$ 53,985.00	-6%	\$ 6.00	\$ 86,376.00	50%
28	400-6005	CEM STABIL BKL	CY	744	\$ 175.00	\$ 130,200.00	\$ 229.00	\$ 170,376.00	31%	\$ 172.00	\$ 127,968.00	-2%	\$ 185.00	\$ 137,640.00	6%	\$ 200.00	\$ 148,800.00	14%	\$ 168.00	\$ 124,992.00	-4%	\$ 150.00	\$ 111,600.00	-14%
29	402-6001	TRENCH EXCAVATION PROTECTION	LF	556	\$ 10.00	\$ 5,560.00	\$ 17.30	\$ 9,618.80	73%	\$ 6.00	\$ 3,336.00	-40%	\$ 25.00	\$ 13,900.00	150%	\$ 7.00	\$ 3,892.00	-30%	\$ 9.00	\$ 5,004.00	-10%	\$ 5.00	\$ 2,780.00	-50%
30	403-6001	TEMPORARY SPL SHORING	SF	2945	\$ 39.50	\$ 116,327.50	\$ 27.75	\$ 81,723.75	-30%	\$ 25.00	\$ 73,625.00	-37%	\$ 27.50	\$ 80,987.50	-30%	\$ 40.00	\$ 117,800.00	1%	\$ 5.00	\$ 14,725.00	-87%	\$ 35.00	\$ 103,075.00	-11%
31	416-6001	DRILL SHAFT (18 IN)	LF	132	\$ 200.00	\$ 26,400.00	\$ 167.00	\$ 22,044.00	-17%	\$ 155.00	\$ 20,460.00	-23%	\$ 150.00	\$ 19,800.00	-25%	\$ 250.00	\$ 33,000.00	25%	\$ 145.00	\$ 19,140.00	-28%	\$ 155.00	\$ 20,460.00	-23%
32	416-6003	DRILL SHAFT (30 IN)	LF	11	\$ 470.00	\$ 5,170.00	\$ 500.00	\$ 5,500.00	6%	\$ 480.00	\$ 5,280.00	2%	\$ 475.00	\$ 5,225.00	1%	\$ 355.00	\$ 3,905.00	-4%	\$ 490.00	\$ 5,390.00	4%	\$ 365.00	\$ 4,015.00	-22%
33	416-6004	DRILL SHAFT (36 IN)	LF	681	\$ 400.00	\$ 272,400.00	\$ 310.00	\$ 211,110.00	-23%	\$ 315.00	\$ 214,515.00	-21%	\$ 320.00	\$ 217,920.00	-20%	\$ 385.00	\$ 262,185.00	-4%	\$ 305.00	\$ 207,705.00	-24%	\$ 294.00	\$ 200,214.00	-27%
34	416-6006	DRILL SHAFT (48 IN)	LF	44	\$ 800.00	\$ 35,200.00	\$ 720.00	\$ 31,680.00	-10%	\$ 700.00	\$ 30,800.00	-13%	\$ 680.00	\$ 29,920.00	-15%	\$ 830.00	\$ 36,520.00	4%	\$ 710.00	\$ 31,240.00	-11%	\$ 850.00	\$ 37,400.00	6%
35	416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	344	\$ 190.00	\$ 65,360.00	\$ 450.00	\$ 154,800.00	137%	\$ 440.00	\$ 151,360.00	132%	\$ 425.00	\$ 146,200.00	124%	\$ 355.00	\$ 122,120.00	87%	\$ 445.00	\$ 153,080.00	134%	\$ 365.00	\$ 125,560.00	92%
36	420-6013	CL C CONC (ABUT)	CY	142.3	\$ 1,500.00	\$ 213,450.00	\$ 1,250.00	\$ 177,875.00	-17%	\$ 1,200.00	\$ 170,760.00	-20%	\$ 1,000.00	\$ 142,300.00	-33%	\$ 1,880.00	\$ 267,524.00	25%	\$ 1,085.00	\$ 154,395.50	-28%	\$ 1,500.00	\$ 213,450.00	0%
37	420-6029	CL C CONC (CAP)	CY	107.5	\$ 1,650.00	\$ 177,375.00	\$ 1,350.00	\$ 145,125.00	-18%	\$ 1,280.00	\$ 137,600.00	-22%	\$ 1,400.00	\$ 150,500.00	-15%	\$ 1,880.00	\$ 202,100.00	14%	\$ 1,250.00	\$ 134,375.00	-24%	\$ 1,500.00	\$ 161,250.00	-9%
38	420-6037	CL C CONC (COLUMN)	CY	24.1	\$ 1,800.00	\$ 43,380.00	\$ 2,960.00	\$ 71,336.00	64%	\$ 2,250.00	\$ 54,225.00	25%	\$ 1,415.00	\$ 34,101.50	-21%	\$ 1,945.00	\$ 46,874.50	8%	\$ 3,000.00	\$ 72,300.00	67%	\$ 1,500.00	\$ 36,150.00	-17%
39	420-6066	CL C CONC (RAIL FOUNDATION)	CY	53	\$ 925.00	\$ 49,025.00	\$ 790.00	\$ 41,870.00	-15%	\$ 900.00	\$ 47,700.00	-3%	\$ 650.00	\$ 34,105.00	-30%	\$ 1,945.00	\$ 103,085.00	110%	\$ 670.00	\$ 35,510.00	-28%	\$ 1,500.00	\$ 79,500.00	62%
40	422-6001	REINF CONC SLAB	SF	18180	\$ 40.00	\$ 727,200.00	\$ 24.50	\$ 445,410.00	-39%	\$ 24.00	\$ 436,320.00	-40%	\$ 26.00	\$ 472,680.00	-35%	\$ 28.00	\$ 509,040.00	-30%	\$ 29.00	\$ 527,220.00	-28%	\$ 30.00	\$ 545,400.00	-25%
41	422-6036	APPROACH SLAB (MOD)	CY	265.4	\$ 821.50	\$ 218,026.10	\$ 860.00	\$ 228,244.00	5%	\$ 695.00	\$ 184,453.00	-15%	\$ 605.00	\$ 160,567.00	-26%	\$ 810.00	\$ 214,974.00	-1%	\$ 465.00	\$ 123,411.00	-34%	\$ 650.00	\$ 172,510.00	-21%
42	425-6036	PRESTR CONC GIRDER (TX34)	LF	2497.88	\$ 265.00	\$ 661,938.20	\$ 200.00	\$ 499,576.00	-25%	\$ 210.00	\$ 524,554.80	-21%	\$ 200.00	\$ 499,576.00	-25%	\$ 280.00	\$							

BID ITEM	TECH SPEC	DESCRIPTION	UNIT MEASURE	BID QUANTITY	ENGINEER'S ESTIMATE		CAPITAL EXCAVATION			CHASCO CONSTRUCTORS			DAN WILLIAMS COMPANY			JOE BLAND CONSTRUCTION			JORDAN FOSTER CONSTRUCTION			PATIN CONSTRUCTION LLC		
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF
86	466-6182	WINGWALL (PW - 1) (HW=7 FT)	EA	1	\$ 32,500.00	\$ 32,500.00	\$ 59,000.00	\$ 59,000.00	82%	\$ 59,000.00	\$ 59,000.00	82%	\$ 30,000.00	\$ 30,000.00	-8%	\$ 42,775.00	\$ 42,775.00	32%	\$ 56,000.00	\$ 56,000.00	72%	\$ 15,000.00	\$ 15,000.00	-54%
87	466-6183	WINGWALL (PW - 1) (HW=8 FT)	EA	1	\$ 45,000.00	\$ 45,000.00	\$ 59,000.00	\$ 59,000.00	31%	\$ 82,000.00	\$ 82,000.00	82%	\$ 35,000.00	\$ 35,000.00	-22%	\$ 51,525.00	\$ 51,525.00	15%	\$ 61,000.00	\$ 61,000.00	36%	\$ 20,000.00	\$ 20,000.00	-56%
88	467-6139	SET (TY II)(S= 4 FT)(HW= 3 FT)(4:1) (C)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 9,800.00	\$ 9,800.00	9%	\$ 7,000.00	\$ 7,000.00	-22%	\$ 12,000.00	\$ 12,000.00	33%	\$ 42,292.00	\$ 42,292.00	370%	\$ 12,000.00	\$ 12,000.00	33%	\$ 7,500.00	\$ 7,500.00	-17%
89	467-6250	SET (TY II)(S= 7 FT)(HW= 5 FT)(4:1) (P)	EA	2	\$ 14,500.00	\$ 29,000.00	\$ 69,000.00	\$ 138,000.00	376%	\$ 70,000.00	\$ 140,000.00	383%	\$ 60,000.00	\$ 120,000.00	314%	\$ 63,135.00	\$ 126,270.00	335%	\$ 60,500.00	\$ 121,000.00	317%	\$ 12,500.00	\$ 25,000.00	-14%
90	467-6419	SET (TY II) (30 IN) (RCP) (4: 1) (C)	EA	2	\$ 2,750.00	\$ 5,500.00	\$ 2,940.00	\$ 5,880.00	7%	\$ 9,000.00	\$ 18,000.00	227%	\$ 5,000.00	\$ 10,000.00	82%	\$ 5,900.00	\$ 11,800.00	115%	\$ 4,400.00	\$ 8,800.00	60%	\$ 5,000.00	\$ 10,000.00	82%
91	467-6420	SET (TY II) (30 IN) (RCP) (4: 1) (P)	EA	2	\$ 3,900.00	\$ 7,800.00	\$ 3,450.00	\$ 6,900.00	-12%	\$ 7,800.00	\$ 15,600.00	100%	\$ 4,000.00	\$ 8,000.00	3%	\$ 5,900.00	\$ 11,800.00	51%	\$ 4,100.00	\$ 8,200.00	5%	\$ 5,000.00	\$ 10,000.00	28%
92	467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,070.00	\$ 4,070.00	-10%	\$ 7,800.00	\$ 7,800.00	73%	\$ 7,000.00	\$ 7,000.00	56%	\$ 9,700.00	\$ 9,700.00	116%	\$ 7,000.00	\$ 7,000.00	56%	\$ 7,500.00	\$ 7,500.00	67%
93	479-6001	ADJUSTING MANHOLES	EA	1	\$ 1,750.00	\$ 1,750.00	\$ 2,900.00	\$ 2,900.00	66%	\$ 1,500.00	\$ 1,500.00	-14%	\$ 2,500.00	\$ 2,500.00	43%	\$ 600.00	\$ 600.00	-66%	\$ 2,300.00	\$ 2,300.00	31%	\$ 1,500.00	\$ 1,500.00	-14%
94	496-6004	REMOV STR (SET)	EA	2	\$ 450.00	\$ 900.00	\$ 990.00	\$ 1,980.00	120%	\$ 1,000.00	\$ 2,000.00	122%	\$ 600.00	\$ 1,200.00	33%	\$ 500.00	\$ 1,000.00	11%	\$ 500.00	\$ 1,000.00	11%	\$ 1,500.00	\$ 3,000.00	233%
95	496-6005	REMOV STR (WINGWALL)	EA	4	\$ 2,300.00	\$ 9,200.00	\$ 8,200.00	\$ 32,800.00	257%	\$ 1,000.00	\$ 4,000.00	-57%	\$ 1,600.00	\$ 6,400.00	-30%	\$ 550.00	\$ 2,200.00	-76%	\$ 3,700.00	\$ 14,800.00	61%	\$ 2,500.00	\$ 10,000.00	9%
96	496-6007	REMOV STR (PIPE)	LF	134	\$ 25.00	\$ 3,350.00	\$ 24.00	\$ 3,216.00	-4%	\$ 50.00	\$ 6,700.00	100%	\$ 25.00	\$ 3,350.00	0%	\$ 27.00	\$ 3,618.00	8%	\$ 18.50	\$ 2,479.00	-26%	\$ 40.00	\$ 5,360.00	60%
97	496-6008	REMOV STR (BOX CULVERT)	LF	48	\$ 110.00	\$ 5,280.00	\$ 380.00	\$ 18,240.00	245%	\$ 150.00	\$ 7,200.00	36%	\$ 250.00	\$ 12,000.00	127%	\$ 30.00	\$ 1,440.00	-73%	\$ 80.00	\$ 3,840.00	-27%	\$ 200.00	\$ 9,600.00	82%
98	496-6010	REMOV STR (BRIDGE 100 - 499 FT LENGTH)	EA	1	\$ 150,000.00	\$ 150,000.00	\$ 47,900.00	\$ 47,900.00	-68%	\$ 25,432.00	\$ 25,432.00	-83%	\$ 50,000.00	\$ 50,000.00	-67%	\$ 12,000.00	\$ 12,000.00	-92%	\$ 21,100.00	\$ 21,100.00	-86%	\$ 50,000.00	\$ 50,000.00	-67%
99	500-6001	MOBILIZATION	LS	1	\$ 2,219,855.00	\$ 2,219,855.00	\$ 1,800,000.00	\$ 1,800,000.00	-19%	\$ 824,000.00	\$ 824,000.00	-63%	\$ 1,740,000.00	\$ 1,740,000.00	-22%	\$ 750,000.00	\$ 750,000.00	-66%	\$ 1,800,000.00	\$ 1,800,000.00	-19%	\$ 250,000.00	\$ 250,000.00	-89%
100	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	20	\$ 4,500.00	\$ 90,000.00	\$ 3,100.00	\$ 62,000.00	-31%	\$ 3,500.00	\$ 70,000.00	-22%	\$ 10,000.00	\$ 200,000.00	122%	\$ 4,800.00	\$ 96,000.00	7%	\$ 5,000.00	\$ 100,000.00	11%	\$ 2,000.00	\$ 40,000.00	-56%
101	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	600	\$ 45.00	\$ 27,000.00	\$ 35.00	\$ 21,000.00	-22%	\$ 45.00	\$ 27,000.00	0%	\$ 40.00	\$ 24,000.00	-11%	\$ 30.00	\$ 18,000.00	-33%	\$ 36.00	\$ 21,600.00	-20%	\$ 24.00	\$ 14,400.00	-47%
102	506-6011	ROCK FILTER DAMS (REMOVE)	LF	600	\$ 17.00	\$ 10,200.00	\$ 19.00	\$ 11,400.00	12%	\$ 17.00	\$ 10,200.00	0%	\$ 15.25	\$ 9,150.00	-10%	\$ 15.50	\$ 9,300.00	-9%	\$ 19.00	\$ 11,400.00	12%	\$ 5.00	\$ 3,000.00	-71%
103	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	78	\$ 20.00	\$ 1,560.00	\$ 21.00	\$ 1,638.00	5%	\$ 55.00	\$ 4,290.00	175%	\$ 32.75	\$ 2,554.50	64%	\$ 15.25	\$ 1,189.50	-24%	\$ 37.00	\$ 2,886.00	85%	\$ 15.00	\$ 1,170.00	-25%
104	506-6024	CONSTRUCTION EXITS (REMOVE)	SY	78	\$ 12.00	\$ 936.00	\$ 17.80	\$ 1,388.40	48%	\$ 17.00	\$ 1,326.00	42%	\$ 15.20	\$ 1,185.60	27%	\$ 12.00	\$ 936.00	0%	\$ 19.00	\$ 1,482.00	58%	\$ 5.00	\$ 390.00	-58%
105	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	4154	\$ 3.50	\$ 14,539.00	\$ 3.50	\$ 14,539.00	0%	\$ 5.00	\$ 20,770.00	43%	\$ 4.00	\$ 16,616.00	14%	\$ 5.00	\$ 20,770.00	43%	\$ 3.15	\$ 13,085.10	-10%	\$ 4.00	\$ 16,616.00	14%
106	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	4154	\$ 1.00	\$ 4,154.00	\$ 0.50	\$ 2,077.00	-50%	\$ 0.50	\$ 2,077.00	-50%	\$ 0.50	\$ 2,077.00	-50%	\$ 2.00	\$ 8,308.00	100%	\$ 1.15	\$ 4,777.10	15%	\$ 1.00	\$ 4,154.00	0%
107	506-6042	BIODEG EROSN CONT LOGS (INSTL) (18")	LF	16	\$ 11.50	\$ 184.00	\$ 21.60	\$ 345.60	88%	\$ 15.00	\$ 240.00	30%	\$ 10.05	\$ 160.80	-13%	\$ 75.00	\$ 1,200.00	552%	\$ 125.00	\$ 2,000.00	987%	\$ 10.00	\$ 160.00	-13%
108	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	1018	\$ 2.00	\$ 2,036.00	\$ 1.10	\$ 1,119.80	-45%	\$ 1.00	\$ 1,018.00	-50%	\$ 1.00	\$ 1,018.00	-50%	\$ 4.00	\$ 4,072.00	100%	\$ 2.50	\$ 2,545.00	25%	\$ 1.00	\$ 1,018.00	-50%
109	506-6045	BIODEG EROSN CONT LOGS (INSTL) (6")	LF	1002	\$ 4.00	\$ 4,008.00	\$ 5.95	\$ 5,961.90	49%	\$ 10.00	\$ 10,020.00	150%	\$ 7.05	\$ 7,064.10	76%	\$ 9.50	\$ 9,519.00	138%	\$ 8.45	\$ 8,466.90	111%	\$ 10.00	\$ 10,020.00	150%
110	508-6001	CONSTRUCTING DETOURS	SY	1061	\$ 110.00	\$ 116,710.00	\$ 111.00	\$ 117,771.00	1%	\$ 125.00	\$ 132,625.00	14%	\$ 110.00	\$ 116,710.00	0%	\$ 150.00	\$ 159,150.00	36%	\$ 115.00	\$ 122,015.00	5%	\$ 100.00	\$ 106,100.00	-9%
111	510-6001	ONE-WAY TRAF CONT (FLAGGER CONT)	HR	192	\$ 110.00	\$ 21,120.00	\$ 205.00	\$ 39,360.00	86%	\$ 50.00	\$ 9,600.00	-55%	\$ 30.00	\$ 5,760.00	-73%	\$ 415.00	\$ 79,680.00	277%	\$ 92.00	\$ 17,664.00	-16%	\$ 100.00	\$ 19,200.00	-9%
112	512-6009	PORT CTB (FUR & INSTL)(LOW PROF)(TY 1)	LF	660	\$ 36.00	\$ 23,760.00	\$ 21.45	\$ 14,157.00	-40%	\$ 28.00	\$ 18,480.00	-22%	\$ 20.00	\$ 13,200.00	-44%	\$ 95.00	\$ 62,700.00	164%	\$ 17.00	\$ 11,220.00	-53%	\$ 50.00	\$ 33,000.00	39%
113	512-6010	PORT CTB (FUR & INSTL)(LOW PROF)(TY 2)	LF	80	\$ 48.00	\$ 3,840.00	\$ 21.45	\$ 1,716.00	-55%	\$ 28.00	\$ 2,240.00	-42%	\$ 20.00	\$ 1,600.00	-58%	\$ 85.00	\$ 6,800.00	77%	\$ 49.00	\$ 3,920.00	2%	\$ 50.00	\$ 4,000.00	4%
114	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	660	\$ 18.00	\$ 11,880.00	\$ 21.45	\$ 14,157.00	19%	\$ 25.00	\$ 16,500.00	39%	\$ 12.00	\$ 7,920.00	-33%	\$ 27.00	\$ 17,820.00	50%	\$ 12.00	\$ 7,920.00	-33%	\$ 15.00	\$ 9,900.00	-17%
115	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	80	\$ 23.00	\$ 1,840.00	\$ 21.45	\$ 1,716.00	-7%	\$ 25.00	\$ 2,000.00	9%	\$ 12.00	\$ 960.00	-48%	\$ 32.00	\$ 2,560.00	39%	\$ 22.00	\$ 1,760.00	-4%	\$ 15.00	\$ 1,200.00	-35%
116	529-6002	CONC CURB (TY II)	LF	195	\$ 21.00	\$ 4,095.00	\$ 50.40	\$ 9,828.00	140%	\$ 30.00	\$ 5,850.00	43%	\$ 35.00	\$ 6,825.00	67%	\$ 23.00	\$ 4,885.00	10%	\$ 35.00	\$ 7,425.00	67%	\$ 20.00	\$ 3,900.00	-5%
117	529-6008	CONC CURB & GUTTER (TY II)	LF	26313	\$ 21.00	\$ 552,573.00	\$ 19.00	\$ 499,947.00	-10%	\$ 24.00	\$ 631,512.00	14%	\$ 16.50	\$ 434,164.50	-21%	\$ 23.00	\$ 605,199.00	10%	\$ 21.00	\$ 552,573.00	0%	\$ 20.00	\$ 526,260.00	-5%
118	529-6020	CONC CURB & GUTTER (ARMOR CURB)	LF	28	\$ 495.00	\$ 13,860.00	\$ 930.00	\$ 26,040.00	88%	\$ 250.00	\$ 7,000.00	-49%	\$ 225.00	\$ 6,300.00	-55%	\$ 200.00	\$ 5,600.00	-60%	\$ 235.00	\$ 6,580.00	-53%	\$ 100.00	\$ 2,800.00	-80%
119	530-6004	DRIVEWAYS (CONC)	SY	638	\$ 135.00	\$ 86,130.00	\$ 163.00	\$ 103,994.00	21%	\$ 125.00	\$ 79,750.00	-7%	\$ 110.00	\$ 70,180.00	-19%	\$ 110.00	\$ 70,180.00	-19%	\$ 120.00	\$ 76,560.00	-11%	\$ 120.00	\$ 76,560.00	-11%
120	531-6002	CONC SIDEWALKS (5")	SY	12289	\$ 78.00	\$ 958,542.00	\$ 75.00	\$ 921,675.00	-4%	\$ 84.00	\$ 1,032,276.00	8%	\$ 62.00	\$ 761,918.00	-21%	\$ 48.00	\$ 589,872.00	-38%	\$ 72.00	\$ 884,808.00	-8%	\$ 70.00	\$ 860,230.00	-10%
121	531-6010	CURB RAMPS (TY 7)	EA	20	\$ 2,700.00	\$ 54,000.00	\$ 1,760.00	\$ 35,200.00	-35%	\$ 4,200.00	\$ 84,000.00	56%	\$ 2,000.00	\$ 40,000.00	-26%	\$ 3,000.00	\$ 60,000.00	11%	\$ 1,900.00	\$ 38,000.00	-30%	\$ 2,500.00	\$ 50,000.00	-7%
122	540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	125	\$ 30.00	\$ 3,750.00	\$ 32.30	\$ 4,037.50	8%	\$ 30.00	\$ 3,750.00	0%	\$ 30.00	\$ 3,750.00	0%	\$ 34.00	\$ 4,250.00	13%	\$ 30.00	\$ 3,750.00	0%	\$ 50.00	\$ 6,250.00	67%
123	542-6001	REMOVE METAL BEAM GUARD FENCE	LF	729	\$ 4.00	\$ 2,916.00	\$ 3.40	\$ 2,478.60	-15%	\$ 5.00	\$ 3,645.00	25%	\$ 3.00	\$ 2,187.00	-25%	\$ 4.00	\$ 2,916.00	0%	\$ 3.15	\$ 2,296.35	-21%	\$ 10.00	\$ 7,290.00	150%
124	542-6002	REMOVE TERMINAL ANCHOR SECTION	EA	4	\$ 225.00	\$ 900.00	\$ 142.00	\$ 568.00	-37%	\$ 130.00	\$ 520.00	-42%	\$ 125.00	\$ 500.00	-44%	\$ 150.00	\$ 600.00	-33%	\$ 130.00	\$ 520.00	-42%	\$ 200.00	\$ 800.00	-11%
125	544-6001	GUARDRAIL END TREATMENT (INSTALL)	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 4,200.00	\$ 12,600.00	20%	\$ 3,800.00	\$ 11,400.00	4%	\$ 4,000.00	\$ 12,000.00	14%	\$ 4,400.00	\$ 13,200.00	26%	\$ 3,900.00	\$ 11,700.00	11%	\$ 4,000.00	\$ 12,000.00	14%
126	544-6003	GUARDRAIL END TREATMENT (REMOVE)	EA	5	\$ 300.00	\$ 1,500.00	\$ 176.00	\$ 880.00	-41%	\$ 165.00	\$ 825.00	-45%	\$ 155.00	\$ 775.00	-48%	\$ 200.00	\$ 1,000.00	-33%	\$ 165.00	\$ 825.00	-45%	\$ 2,000.00	\$ 10,000.00	567%
127	610-6198	IN RD IL (TY SA) 40B-8 (250W EQ) LED	EA	2	\$ 7,770.00	\$ 15,540.00	\$ 6,100.00	\$ 12,200.00	-21%	\$ 5,900.00	\$ 11,800.00	-24%	\$ 5,700.00											

BID ITEM	TECH SPEC	DESCRIPTION	UNIT MEASURE	BID QUANTITY	ENGINEER'S ESTIMATE		CAPITAL EXCAVATION			CHASCO CONSTRUCTORS			DAN WILLIAMS COMPANY			JOE BLAND CONSTRUCTION			JORDAN FOSTER CONSTRUCTION			PATIN CONSTRUCTION LLC		
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF	UNIT COST	AMOUNT BID	COST % DIFF
171	666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	240	\$ 0.50	\$ 120.00	\$ 0.55	\$ 132.00	10%	\$ 0.75	\$ 180.00	50%	\$ 4.00	\$ 960.00	700%	\$ 0.50	\$ 120.00	0%	\$ 0.60	\$ 144.00	20%	\$ 1.00	\$ 240.00	100%
172	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	680	\$ 2.00	\$ 1,360.00	\$ 0.55	\$ 374.00	-73%	\$ 0.75	\$ 510.00	-63%	\$ 5.00	\$ 3,400.00	150%	\$ 0.50	\$ 340.00	-75%	\$ 0.60	\$ 408.00	-70%	\$ 1.85	\$ 1,258.00	-8%
173	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	228	\$ 9.00	\$ 2,052.00	\$ 2.95	\$ 672.60	-67%	\$ 3.00	\$ 684.00	-67%	\$ 6.00	\$ 1,368.00	-33%	\$ 3.50	\$ 798.00	-61%	\$ 3.00	\$ 684.00	-67%	\$ 5.00	\$ 1,140.00	-44%
174	666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	4	\$ 110.00	\$ 440.00	\$ 75.60	\$ 302.40	-31%	\$ 75.00	\$ 300.00	-32%	\$ 140.00	\$ 560.00	27%	\$ 83.00	\$ 332.00	-25%	\$ 74.00	\$ 296.00	-33%	\$ 154.00	\$ 616.00	40%
175	666-6192	REFL PAV MRK TY II (W) (WORD)	EA	4	\$ 190.00	\$ 760.00	\$ 83.10	\$ 332.40	-56%	\$ 80.00	\$ 320.00	-58%	\$ 150.00	\$ 600.00	-21%	\$ 91.00	\$ 364.00	-52%	\$ 82.00	\$ 328.00	-57%	\$ 185.00	\$ 740.00	-3%
176	666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	6366	\$ 1.00	\$ 6,366.00	\$ 0.75	\$ 4,774.50	-25%	\$ 0.75	\$ 4,774.50	-25%	\$ 0.60	\$ 3,819.60	-40%	\$ 1.00	\$ 6,366.00	0%	\$ 0.75	\$ 4,774.50	-25%	\$ 1.85	\$ 11,777.10	85%
177	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	592	\$ 0.50	\$ 296.00	\$ 0.85	\$ 503.20	70%	\$ 1.00	\$ 592.00	100%	\$ 0.65	\$ 384.80	30%	\$ 1.00	\$ 592.00	100%	\$ 0.80	\$ 473.60	60%	\$ 1.55	\$ 917.60	210%
178	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	2682	\$ 1.00	\$ 2,682.00	\$ 0.75	\$ 2,011.50	-25%	\$ 0.75	\$ 2,011.50	-25%	\$ 0.60	\$ 1,609.20	-40%	\$ 1.00	\$ 2,682.00	0%	\$ 0.75	\$ 2,011.50	-25%	\$ 1.55	\$ 4,157.10	55%
179	672-6007	REFL PAV MRKR TY I-C	EA	50	\$ 9.00	\$ 450.00	\$ 6.60	\$ 330.00	-27%	\$ 6.50	\$ 325.00	-28%	\$ 8.20	\$ 410.00	-9%	\$ 7.25	\$ 362.50	-19%	\$ 6.50	\$ 325.00	-28%	\$ 10.75	\$ 537.50	19%
180	672-6009	REFL PAV MRKR TY II-A-A	EA	134	\$ 9.00	\$ 1,206.00	\$ 6.60	\$ 884.40	-27%	\$ 6.50	\$ 871.00	-28%	\$ 8.20	\$ 1,098.80	-9%	\$ 7.25	\$ 971.50	-19%	\$ 6.50	\$ 871.00	-28%	\$ 10.75	\$ 1,440.50	19%
181	672-6010	REFL PAV MRKR TY II-C-R	EA	518	\$ 9.00	\$ 4,662.00	\$ 6.60	\$ 3,418.80	-27%	\$ 6.50	\$ 3,367.00	-28%	\$ 8.20	\$ 4,247.60	-9%	\$ 7.25	\$ 3,755.50	-19%	\$ 6.50	\$ 3,367.00	-28%	\$ 10.75	\$ 5,568.50	19%
182	677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	3176	\$ 1.00	\$ 3,176.00	\$ 0.75	\$ 2,382.00	-25%	\$ 0.75	\$ 2,382.00	-25%	\$ 1.00	\$ 3,176.00	0%	\$ 1.00	\$ 3,176.00	0%	\$ 0.75	\$ 2,382.00	-25%	\$ 3.70	\$ 11,751.20	270%
183	677-6003	ELIM EXT PAV MRK & MRKS (8")	LF	11	\$ 2.00	\$ 22.00	\$ 1.75	\$ 19.25	-13%	\$ 2.00	\$ 22.00	0%	\$ 3.80	\$ 41.80	90%	\$ 2.00	\$ 22.00	0%	\$ 2.00	\$ 22.00	0%	\$ 7.40	\$ 81.40	270%
184	677-6005	ELIM EXT PAV MRK & MRKS (12")	LF	165	\$ 3.00	\$ 495.00	\$ 2.70	\$ 445.50	-10%	\$ 3.00	\$ 495.00	0%	\$ 6.40	\$ 1,056.00	113%	\$ 3.00	\$ 495.00	0%	\$ 2.65	\$ 437.25	-12%	\$ 12.30	\$ 2,029.50	310%
185	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	4	\$ 200.00	\$ 800.00	\$ 27.00	\$ 108.00	-87%	\$ 26.00	\$ 104.00	-87%	\$ 100.00	\$ 400.00	-50%	\$ 29.00	\$ 116.00	-86%	\$ 27.00	\$ 108.00	-87%	\$ 308.00	\$ 1,232.00	54%
186	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	4	\$ 200.00	\$ 800.00	\$ 27.00	\$ 108.00	-87%	\$ 26.00	\$ 104.00	-87%	\$ 115.00	\$ 460.00	-43%	\$ 29.00	\$ 116.00	-86%	\$ 27.00	\$ 108.00	-87%	\$ 308.00	\$ 1,232.00	54%
187	678-6001	PAV SURF PREP FOR MRK (4")	LF	2000	\$ 0.50	\$ 1,000.00	\$ 0.25	\$ 500.00	-50%	\$ 0.30	\$ 600.00	-40%	\$ 0.65	\$ 1,300.00	30%	\$ 1.00	\$ 2,000.00	100%	\$ 0.30	\$ 600.00	-40%	\$ 0.25	\$ 500.00	-50%
188	678-6004	PAV SURF PREP FOR MRK (8")	LF	680	\$ 1.00	\$ 680.00	\$ 0.35	\$ 238.00	-65%	\$ 0.40	\$ 272.00	-60%	\$ 1.90	\$ 1,292.00	90%	\$ 1.00	\$ 680.00	0%	\$ 0.40	\$ 272.00	-60%	\$ 0.50	\$ 340.00	-50%
189	678-6008	PAV SURF PREP FOR MRK (24")	LF	228	\$ 2.00	\$ 456.00	\$ 1.75	\$ 399.00	-13%	\$ 1.75	\$ 399.00	-13%	\$ 3.20	\$ 729.60	60%	\$ 2.00	\$ 456.00	0%	\$ 1.75	\$ 399.00	-13%	\$ 1.50	\$ 342.00	-25%
190	678-6009	PAV SURF PREP FOR MRK (ARROW)	EA	4	\$ 35.00	\$ 140.00	\$ 17.25	\$ 69.00	-51%	\$ 17.00	\$ 68.00	-51%	\$ 50.00	\$ 200.00	43%	\$ 19.00	\$ 76.00	-46%	\$ 18.00	\$ 72.00	-49%	\$ 31.00	\$ 124.00	-11%
191	678-6016	PAV SURF PREP FOR MRK (WORD)	EA	4	\$ 35.00	\$ 140.00	\$ 17.25	\$ 69.00	-51%	\$ 17.00	\$ 68.00	-51%	\$ 60.00	\$ 240.00	71%	\$ 19.00	\$ 76.00	-46%	\$ 18.00	\$ 72.00	-49%	\$ 31.00	\$ 124.00	-11%
192	680-6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 37,500.00	\$ 37,500.00	213%	\$ 36,000.00	\$ 36,000.00	200%	\$ 35,000.00	\$ 35,000.00	192%	\$ 45,000.00	\$ 45,000.00	275%	\$ 36,000.00	\$ 36,000.00	200%	\$ 45,500.00	\$ 45,500.00	279%
193	682-6001	VEH SIG SEC (12")LED(GRN)	EA	11	\$ 300.00	\$ 3,300.00	\$ 410.00	\$ 4,510.00	37%	\$ 400.00	\$ 4,400.00	33%	\$ 380.00	\$ 4,180.00	27%	\$ 355.00	\$ 3,905.00	18%	\$ 400.00	\$ 4,400.00	33%	\$ 370.00	\$ 4,070.00	23%
194	682-6002	VEH SIG SEC (12")LED(GRN ARW)	EA	6	\$ 300.00	\$ 1,800.00	\$ 410.00	\$ 2,460.00	37%	\$ 400.00	\$ 2,400.00	33%	\$ 380.00	\$ 2,280.00	27%	\$ 355.00	\$ 2,130.00	18%	\$ 400.00	\$ 2,400.00	33%	\$ 370.00	\$ 2,220.00	23%
195	682-6003	VEH SIG SEC (12")LED(YEL)	EA	11	\$ 300.00	\$ 3,300.00	\$ 410.00	\$ 4,510.00	37%	\$ 400.00	\$ 4,400.00	33%	\$ 380.00	\$ 4,180.00	27%	\$ 355.00	\$ 3,905.00	18%	\$ 400.00	\$ 4,400.00	33%	\$ 370.00	\$ 4,070.00	23%
196	682-6004	VEH SIG SEC (12")LED(YEL ARW)	EA	10	\$ 300.00	\$ 3,000.00	\$ 410.00	\$ 4,100.00	37%	\$ 400.00	\$ 4,000.00	33%	\$ 380.00	\$ 3,800.00	27%	\$ 355.00	\$ 3,550.00	18%	\$ 400.00	\$ 4,000.00	33%	\$ 370.00	\$ 3,700.00	23%
197	682-6005	VEH SIG SEC (12")LED(RED)	EA	11	\$ 300.00	\$ 3,300.00	\$ 410.00	\$ 4,510.00	37%	\$ 400.00	\$ 4,400.00	33%	\$ 380.00	\$ 4,180.00	27%	\$ 355.00	\$ 3,905.00	18%	\$ 400.00	\$ 4,400.00	33%	\$ 370.00	\$ 4,070.00	23%
198	682-6006	VEH SIG SEC (12")LED(RED ARW)	EA	4	\$ 300.00	\$ 1,200.00	\$ 410.00	\$ 1,640.00	37%	\$ 400.00	\$ 1,600.00	33%	\$ 380.00	\$ 1,520.00	27%	\$ 355.00	\$ 1,420.00	18%	\$ 400.00	\$ 1,600.00	33%	\$ 370.00	\$ 1,480.00	23%
199	682-6018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	\$ 1,125.00	\$ 9,000.00	\$ 1,040.00	\$ 8,320.00	-8%	\$ 1,000.00	\$ 8,000.00	-11%	\$ 960.00	\$ 7,680.00	-15%	\$ 675.00	\$ 5,400.00	-40%	\$ 1,000.00	\$ 8,000.00	-11%	\$ 700.00	\$ 5,600.00	-38%
200	682-6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	9	\$ 190.00	\$ 1,710.00	\$ 194.00	\$ 1,746.00	2%	\$ 190.00	\$ 1,710.00	0%	\$ 180.00	\$ 1,620.00	-5%	\$ 165.00	\$ 1,485.00	-13%	\$ 190.00	\$ 1,710.00	0%	\$ 170.00	\$ 1,530.00	-11%
201	682-6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	4	\$ 235.00	\$ 940.00	\$ 270.00	\$ 1,080.00	15%	\$ 260.00	\$ 1,040.00	11%	\$ 250.00	\$ 1,000.00	6%	\$ 237.00	\$ 948.00	1%	\$ 265.00	\$ 1,060.00	13%	\$ 246.00	\$ 984.00	5%
202	682-6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	\$ 220.00	\$ 440.00	\$ 280.00	\$ 560.00	27%	\$ 270.00	\$ 540.00	23%	\$ 260.00	\$ 520.00	18%	\$ 257.00	\$ 514.00	17%	\$ 275.00	\$ 550.00	25%	\$ 270.00	\$ 540.00	23%
203	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	343	\$ 4.50	\$ 1,543.50	\$ 2.60	\$ 891.80	-42%	\$ 2.50	\$ 857.50	-44%	\$ 2.40	\$ 823.20	-47%	\$ 3.00	\$ 1,029.00	-33%	\$ 2.55	\$ 874.65	-43%	\$ 2.50	\$ 857.50	-44%
204	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2751	\$ 2.43	\$ 6,671.18	\$ 3.10	\$ 8,528.10	28%	\$ 3.00	\$ 8,253.00	24%	\$ 2.85	\$ 7,840.35	18%	\$ 4.00	\$ 11,004.00	65%	\$ 3.00	\$ 8,253.00	24%	\$ 3.70	\$ 10,178.70	53%
205	684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	1105	\$ 5.00	\$ 5,525.00	\$ 7.55	\$ 8,342.75	51%	\$ 7.50	\$ 8,287.50	50%	\$ 7.00	\$ 7,735.00	40%	\$ 9.00	\$ 9,945.00	80%	\$ 7.45	\$ 8,232.25	49%	\$ 8.70	\$ 9,613.50	74%
206	684-6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	2435	\$ 1.00	\$ 2,435.00	\$ 1.95	\$ 4,748.25	95%	\$ 2.00	\$ 4,870.00	100%	\$ 1.80	\$ 4,383.00	80%	\$ 3.00	\$ 7,305.00	200%	\$ 2.00	\$ 4,870.00	100%	\$ 2.50	\$ 6,087.50	150%
207	686-6036	INS TRF SIG PL AM(S)1 ARM(32")LUM&ILSN	EA	1	\$ 18,095.00	\$ 18,095.00	\$ 16,200.00	\$ 16,200.00	-10%	\$ 1,600.00	\$ 1,600.00	-91%	\$ 20,000.00	\$ 20,000.00	11%	\$ 22,500.00	\$ 22,500.00	24%	\$ 15,000.00	\$ 15,000.00	-17%	\$ 23,500.00	\$ 23,500.00	30%
208	686-6048	INS TRF SIG PL AM(S)1 ARM(44")LUM&ILSN	EA	1	\$ 17,243.30	\$ 17,243.30	\$ 20,300.00	\$ 20,300.00	18%	\$ 19,500.00	\$ 19,500.00	13%	\$ 25,000.00	\$ 25,000.00	45%	\$ 26,100.00	\$ 26,100.00	51%	\$ 19,000.00	\$ 19,000.00	10%	\$ 27,100.00	\$ 27,100.00	57%
209	686-6064	INS TRF SIG PL AM(S)1 ARM(60")LUM&ILSN	EA	1	\$ 56,430.00	\$ 56,430.00	\$ 37,900.00	\$ 37,900.00	-33%	\$ 36,500.00	\$ 36,500.00	-35%	\$ 37,500.00	\$ 37,500.00	-34%	\$ 46,200.00	\$ 46,200.00	-18%	\$ 37,000.00	\$ 37,000.00	-34%	\$ 48,000.00	\$ 48,000.00	-15%
210	686-6068	INS TRF SIG PL AM(S)1 ARM(65")LUM&ILSN	EA	1	\$ 56,925.00	\$ 56,925.00	\$ 38,600.00	\$ 38,600.00	-32%	\$ 37,500.00	\$ 37,500.00	-34%	\$ 40,000.00	\$ 40,000.00	-30%	\$ 49,775.00	\$ 49,775.00	-13%	\$ 37,000.00	\$ 37,000.00	-35%	\$ 51,700.00	\$ 51,700.00	-9%
211	687-6001	PED POLE ASSEMBLY	EA	7	\$ 6,300.00	\$ 44,100.00	\$ 5,900.00	\$ 41,300.00	-6%	\$ 5,700.00	\$ 39,900.00	-10%	\$ 6,000.00	\$ 42,000.00	-5%	\$ 5,688.00	\$ 39,816.00	-10%	\$ 5,900.00	\$ 41,300.00	-6%	\$ 5,900.00	\$ 41,300.00	-6%
212	688-6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$ 1,300.00	\$ 10,400.00	\$ 1,080.00	\$ 8,640.00	-17%	\$ 1,100.00	\$ 8,800.00	-15%	\$ 1,000.00	\$ 8,000.00	-23%	\$ 2,135.00	\$ 17,080.00	64%	\$ 1,000.00	\$ 8,000.00	-23%	\$ 2,250.00	\$ 18,000.00	73%
213	688-6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 3,890.00	\$ 3,890.00	8%	\$ 3,775.00	\$ 3,775.00	5%	\$ 3,600.00	\$ 3,600.00	0%	\$ 4,030.00	\$ 4,030.00	12%	\$ 3,800.00	\$ 3,800.00	6%	\$ 4,200.00	\$ 4,200.00	17%
214	3076-6001	D-GR HMA TY-B PG64-22	TON	14516	\$ 102.00	\$																		

Bid Summary

Bidder	Base Bid & Alternate Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
DAN WILLIAMS COMPANY	\$ 20,434,128.40	1	\$ (4,074,889.69)	-16.6%	\$ -	0.0%
JORDAN FOSTER CONSTRUCTION	\$ 20,668,424.90	2	\$ (3,840,593.19)	-15.7%	\$ 234,296.50	1.1%
CHASCO CONSTRUCTORS	\$ 20,979,799.30	3	\$ (3,529,218.79)	-14.4%	\$ 545,670.90	2.7%
PATIN CONSTRUCTION LLC	\$ 21,729,333.45	4	\$ (2,779,684.64)	-11.3%	\$ 1,295,205.05	6.3%
CAPITAL EXCAVATION	\$ 22,069,999.60	5	\$ (2,439,018.49)	-10.0%	\$ 1,635,871.20	8.0%
JOE BLAND CONSTRUCTION	\$ 22,678,641.30	6	\$ (1,830,376.79)	-7.5%	\$ 2,244,512.90	11.0%

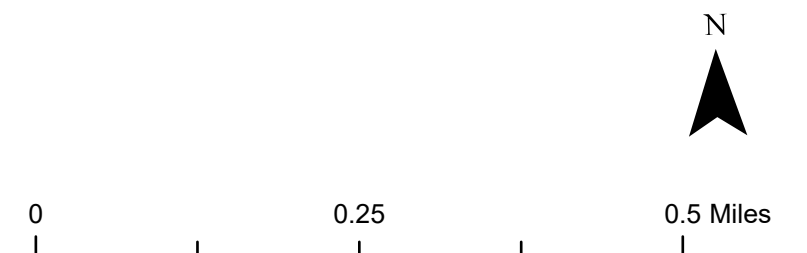


10/20/2024



CR 112 East - 117 to 110

Round Rock Public Works Department
November 2024



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:
2024-1234480

Date Filed:
11/04/2024

Date Acknowledged:

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

Dan Williams Company
Austin, TX United States

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

City of Round Rock

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

Bid #IFB24-416
Williamson County, CR 112 East

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dan Williams, and my date of birth is [REDACTED].

My address is 9050 N. Capital of TX Hwy. Austin TX 78759 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 4 day of Nov, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Dan Williams Company
Austin, TX United States

Certificate Number:
2024-1234480

Date Filed:
11/04/2024

Date Acknowledged:
11/04/2024

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.

Bid #IFB24-416
Williamson County, CR 112 East

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the McNeil Road Extension Railroad Culverts Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$964,111.00

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

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

Department: Public Works

Text of Legislative File 2024-307

On October 9th, the City held a bid opening for the McNeil Road Extension Railroad Culverts Project. There was one responsive bidder. The bid from Patin Construction was read aloud and the amount was \$981,111.00. There was a discrepancy in their bid price of \$17,000.00 so the actual price came in at \$964,111.00. Patin has accepted the corrected price in writing.

Cost: \$964,111.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2024-307

WHEREAS, the City of Round Rock has duly advertised for bids for the McNeil Road Extension Railroad Culverts Project; and

WHEREAS, while only one bid was received from Patin Construction, LLC, the City Council has determined that the bid is acceptable, and

WHEREAS, the City Council wishes to accept the bid of Patin Construction, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Patin Construction, LLC for the McNeil Road Extension Railroad Culverts Project.

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

RESOLVED this 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk



October 24, 2024

Mr. Bill Stablein
City of Round Rock
3400 Sunrise Road
Round Rock, Texas 78665

Dear Mr. Stablein,

Bids for the McNeil Rd. Extension Railroad Culverts project were received at your office until 2:00 pm on October 9, 2024. A total of 1 bid was received. The bid was opened and read aloud. Below is a summary of the bid received:

1. Patin Construction LLC:	\$981,111.00 (Corrected amount \$964,111.00)
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The bidder's submittal was checked for inclusion of the Statement of Bidder's Safety Experience, and inclusion of a bid guarantee. Patin Construction LLC submittal contained these items.

AtkinsRéalis has checked the bid tab for bid received, and Patin Construction LLC's bid of \$981,111.00 was found to have a discrepancy and has been corrected to \$964,111.00.

Based on this review, I recommend that the City move forward with award of the project to Patin Construction LLC.

Sincerely,

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

Angelina Piña
AtkinsRéalis



McNeil Road Extension (Railroad Culverts)

COST ESTIMATE - 100%

TxDOT	ROUND ROCK ITEM NUMBER	DESCRIPTION (TxDOT)	DESCRIPTION (City of Round Rock)	UNIT	QTY	UNIT PRICE	COST	Patin Construction LLC		
								Unit Price	Total	Corrected Amounts
100 6002	101	PREPARING ROW	Preparing Right of Way	STA	5	\$ 4,000.00	\$ 20,000.00	\$ 17,000.00	\$ 85,000.00	
162 6002	-	BLOCK SODDING	-	SY	2129	\$ 8.00	\$ 17,032.00	\$ 13.00	\$ 27,677.00	
164 6039	-	DRILL SEEDING (PERM) (URBAN) (CLAY)	-	SY	2129	\$ 0.60	\$ 1,277.40	\$ 1.00	\$ 2,129.00	
164 6041	-	DRILL SEEDING (TEMP) (WARM)	-	SY	2129	\$ 0.31	\$ 659.99	\$ 1.00	\$ 2,129.00	
164 6043	-	DRILL SEEDING (TEMP) (COOL)	-	SY	2129	\$ 0.30	\$ 638.70	\$ 1.00	\$ 2,129.00	
168 6001	-	VEGETATIVE WATERING	-	MG	64	\$ 8.00	\$ 511.20	\$ 20.00	\$ 1,280.00	
400 6006	-	CUT & RESTORING PAV	-	SY	53	\$ 180.00	\$ 9,600.00	\$ 400.00	\$ 21,200.00	
402 6001	509	TRENCH EXCAVATION PROTECTION	Trench Safety Systems	LF	87	\$ 1.00	\$ 87.00	\$ 15.00	\$ 1,305.00	
432 6031	-	RIPRAP (STONE PROTECTION)(12 IN)	-	CY	294	\$ 235.00	\$ 69,090.00	\$ 75.00	\$ 22,050.00	
464 6009	510	RC PIPE (CL III)(42 IN)	Pipe	LF	2	\$ 280.00	\$ 560.00	\$ 6,000.00	\$ 12,000.00	
464 6010	510	RC PIPE (CL III)(48 IN)	Pipe	LF	2	\$ 340.00	\$ 680.00	\$ 6,500.00	\$ 13,000.00	
476 XXXX	501	JACK BOR OR TUN PIPE(42 IN)(STL CASING	Jacking or Boring Pipe	LF	102	\$ 1,200.00	\$ 122,400.00	\$ 2,500.00	\$ 255,000.00	
476 XXXX	501	JACK BOR OR TUN PIPE(48 IN)(STL CASING	Jacking or Boring Pipe	LF	170	\$ 1,200.00	\$ 204,000.00	\$ 2,500.00	\$ 442,000.00	\$ 425,000.00
496 6007	-	REMOV STR (PIPE)	-	LF	20	\$ 50.00	\$ 1,000.00	\$ 250.00	\$ 5,000.00	
506 6002	-	ROCK FILTER DAMS (INSTALL) (TY 2)	-	LF	120	\$ 50.00	\$ 6,000.00	\$ 30.00	\$ 3,600.00	
506 6011	-	ROCK FILTER DAMS (REMOVE)	-	LF	120	\$ 17.00	\$ 2,040.00	\$ 5.00	\$ 600.00	
506 6020	-	CONSTRUCTION EXITS (INSTALL) (TY 1)	-	SY	444	\$ 60.00	\$ 26,640.00	\$ 1.00	\$ 444.00	
506 6024	-	CONSTRUCTION EXITS (REMOVE)	-	SY	444	\$ 18.00	\$ 7,992.00	\$ 20.00	\$ 8,880.00	
506 6038	-	TEMP SEDMT CONT FENCE (INSTALL)	-	LF	713	\$ 9.00	\$ 6,417.00	\$ 4.00	\$ 2,852.00	
506 6039	-	TEMP SEDMT CONT FENCE (REMOVE)	-	LF	713	\$ 3.00	\$ 2,139.00	\$ 1.00	\$ 713.00	
506 6041	-	BIODEG EROSN CONT LOGS (INSLT) (12")	-	LF	713	\$ 6.00	\$ 4,278.00	\$ 5.00	\$ 3,565.00	
506 6043	-	BIODEG EROSN CONT LOGS (REMOVE)	-	LF	713	\$ 1.00	\$ 713.00	\$ 1.00	\$ 713.00	
529 6008	430	CONC CURB & GUTTER (TY II)	P.C. Concrete Curb and Gutter	LF	23	\$ 50.00	\$ 1,150.00	\$ 500.00	\$ 11,500.00	
529 XXXX	430	RIBBON CURB	P.C. Concrete Curb and Gutter	LF	23	\$ 20.00	\$ 460.00	\$ 500.00	\$ 11,500.00	
666 6207	-	REFL PAV MRK TY II (Y) 4" (SLD)	-	LF	46	\$ 0.32	\$ 14.72	\$ 145.00	\$ 6,670.00	
7012 6001	-	CURB INLET SEDIMENT PROTECTION	-	LF	45	\$ 10.00	\$ 450.00	\$ 15.00	\$ 675.00	
502 6001	803	BARRICADES, SIGNS AND TRAFFIC HANDLING	Barricades, Signs, and Traffic Handling	MO	3	\$ 4,000.00	\$ 12,000.00	\$ 2,500.00	\$ 7,500.00	
	700	MOBILIZATION	Mobilization	%	10%		\$ 51,783.00	\$ 3,000.00	\$ 30,000.00	
		ROADWAY TOTAL					\$ 569,613.01		--	
		SUBTOTAL					\$ 569,613.01		--	
		CONTINGENCY		%	10%		\$ 56,961.30		--	
		PROJECT TOTAL					\$ 626,574.31	\$ 981,111.00	\$ 964,111.00	



10/23/2024



McNeil Road- Railroad Culverts

November 2024

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.

Patin Construction
Taylor, TX United States

Certificate Number:
2024-1234755

Date Filed:
11/05/2024

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:

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.

2024

City of Round Rock McNeil UPRR Culverts

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 Jim Foxon, and my date of birth is

My address is 3800 West End Street Longview TX 75701 USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas on the 3 day of November, 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.

Patin Construction
Taylor, TX United States

Certificate Number:
2024-1234755

Date Filed:
11/05/2024

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:
11/05/2024

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.

2024
City of Round Rock McNeil UPRR Culverts

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Contract with Elecnor Belco Electric, Inc. for the Signal Construction at Sam Bass Road and Old Settlers Boulevard Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Michael Thane, Executive Director of PW

Cost: \$499,888.00

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

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

Department: Public Works

Text of Legislative File 2024-308

On October 17, 2024, the City received bids for the Sam Bass Road and Old Settlers Boulevard Traffic Signal project. The City received five bids that were read aloud. The bids ranged from \$499,888.00 to \$742,268.00. The low bidder was Elecnor Belco Electric at \$499,888.00. Elecnor Belco Electric is a national company with experience in traffic signal upgrades/installations, street lighting, and pedestrian improvements.

Total Bids Received:

Elecnor Belco Electric, Inc.: \$499,888.00

The Levy Company: \$514,267.35

DeNucci Constructors, LLC: \$587,402.00

EARTC, LLC: \$606,206.00

Wellcraft Builders: \$742,268.00

Cost: \$499,888.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2024-308

WHEREAS, the City of Round Rock has duly advertised for bids for the Signal Construction at Sam Bass Road and Old Settlers Boulevard Project; and

WHEREAS, Elecnor Belco Electric, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Elecnor Belco Electric, Inc., Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Elecnor Belco Electric, Inc. for the Signal Construction at Sam Bass Road and Old Settlers Boulevard Project.

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

RESOLVED this 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk



October 24, 2024

Mr. Reuben Ramirez
City of Round Rock
3400 Sunrise Road
Round Rock, Texas 78665

RE: Signal Construction at Sam Bass Rd and Old Settlers Blvd – Bid Award

Dear Mr. Ramirez,

Five (5) responsive bid proposals were received by the City for signal construction at Sam Bass Rd and Old Settlers Blvd. HDR reviewed and tabulated the bids as summarized below:

1. DeNucci Constructors, LLC submitted a bid of \$587,402.00.
2. EAR Telecommunications, LLC (EARTC) submitted a bid which after correction totals to \$606,206.00.

Upon review of the bid provided by EARTC, the following error was discovered:

- Math error in calculating total price for Item 68: ITS Communication Cable (Ethernet) (Cat 6) (PTZ Camera), this error carries into the total, resulting in a discrepancy of +\$1,094.50.
3. Elecnor Belco Electric, Inc. submitted a bid of \$499,888.00.
 4. The Levy Company, Inc. submitted a bid of \$514,267.35,
 5. Wellcraft Builders submitted a bid of \$742,268.00.

A Bid Tabulation detailing each corrected bid is enclosed for your review.

Mr. Reuben Ramirez
Page 2 of 2
October 24, 2024

Based on the information presented, we recommend the City of Round Rock accept the bid of Elecnor Belco Electric, Inc..

Sincerely,
HDR Engineering, Inc.

Benedict P. Patrick, P.E., PTOE
Round Rock Traffic Lead | Professional Associate

Enclosure: Bid Tabulation



Sam Bass and Old Settlers Blvd Signal
BID COMPARISON SHEET

City of Round Rock, Texas
Traffic Signal at Sam Bass and Old Settlers Blvd
Bid Opening 10/17/2024

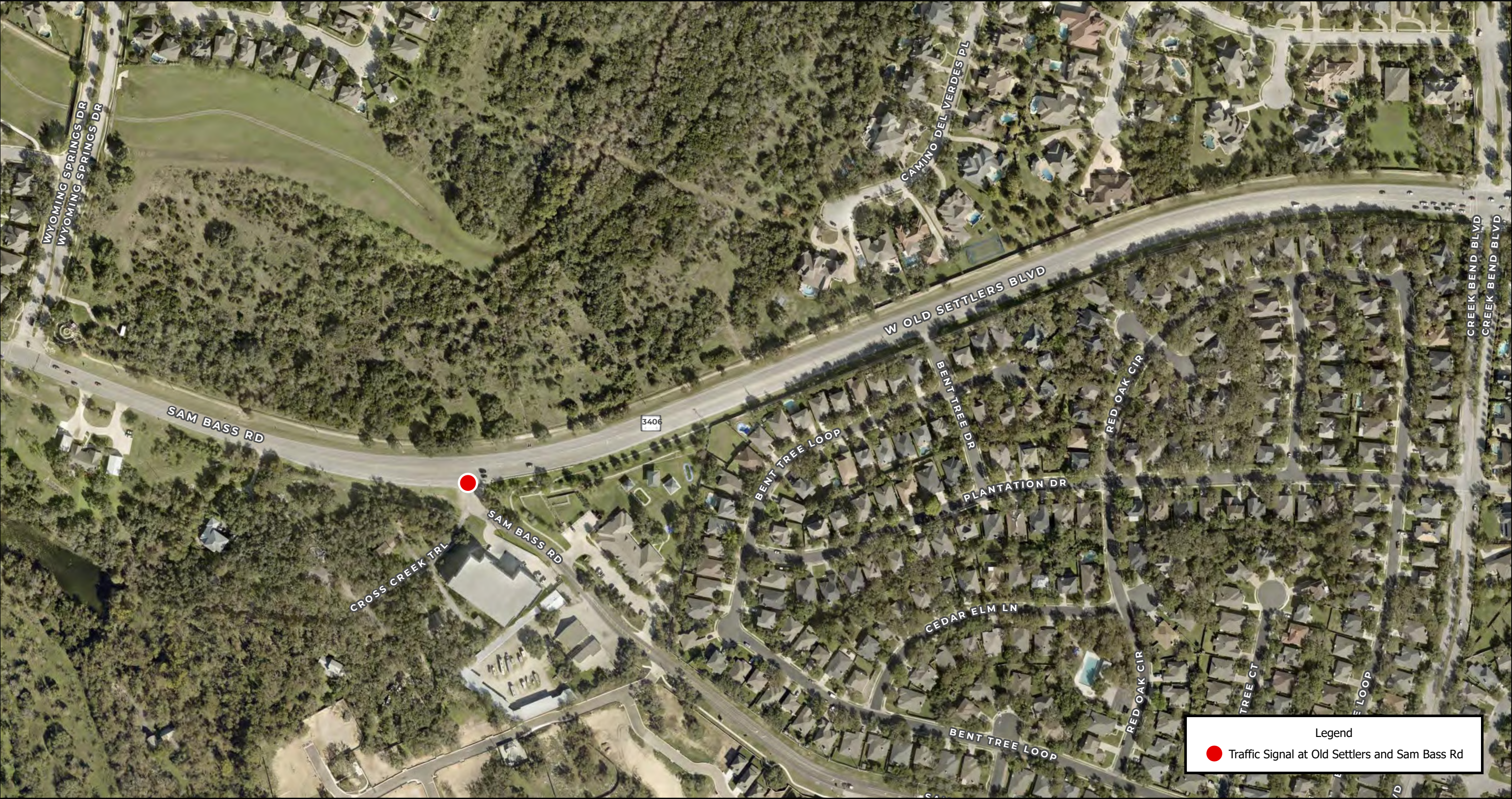


			Bidder			DeNucci Constructors		EARTC		Elecnor Belco		Levy		Wellcraft	
			Attachments: Bid Security Statement of Bidder's Safety Experience												
						√		√		√		√		√	
						√		√		√		√		√	
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	500	6001	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$41,840.00	\$41,840.00	\$51,400.00	\$51,400.00	\$35,000.00	\$35,000.00
2	502	7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	9	\$5,500.00	\$49,500.00	\$5,750.00	\$51,750.00	\$3,500.00	\$31,500.00	\$2,200.00	\$19,800.00	\$7,630.00	\$68,670.00
3	110	7001	EXCAV (ROADWAY)	CY	21	\$100.00	\$2,100.00	\$50.00	\$1,050.00	\$162.00	\$3,402.00	\$110.00	\$2,310.00	\$29.00	\$609.00
4	132	7003	EMBANK (FNL) (OC)(TY B)	CY	29	\$100.00	\$2,900.00	\$75.00	\$2,175.00	\$115.00	\$3,335.00	\$93.50	\$2,711.50	\$26.00	\$754.00
5	160	7002	FURN & PLACE TOPSOIL (4")	SY	510	\$15.00	\$7,650.00	\$10.00	\$5,100.00	\$5.50	\$2,805.00	\$7.75	\$3,952.50	\$18.00	\$9,180.00
6	164	7004	BROADCAST SEED (PERM_ URBAN_ CLAY)	SY	510	\$2.00	\$1,020.00	\$5.00	\$2,550.00	\$5.50	\$2,805.00	\$1.05	\$535.50	\$1.00	\$510.00
7	168	7001	VEGETATIVE WATERING	TGL	1	\$200.00	\$200.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$587.00	\$587.00
8	401	7001	FLOWABLE BACKFILL	CY	4	\$400.00	\$1,600.00	\$2,000.00	\$8,000.00	\$228.00	\$912.00	\$330.00	\$1,320.00	\$188.00	\$752.00
9	416	7044	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	39	\$500.00	\$19,500.00	\$750.00	\$29,250.00	\$385.00	\$15,015.00	\$560.00	\$21,840.00	\$528.00	\$20,592.00
10	432	7001	RIPRAP (CONC) (4 IN)	CY	13	\$600.00	\$7,800.00	\$850.00	\$11,050.00	\$875.00	\$11,375.00	\$965.00	\$12,545.00	\$704.00	\$9,152.00
11	450	7059	RAIL (HANDRAIL)(TY B)	LF	71	\$300.00	\$21,300.00	\$175.00	\$12,425.00	\$285.00	\$20,235.00	\$210.00	\$14,910.00	\$159.00	\$11,289.00
12	464	7041	RC PIPE (ARCH) (CL III)(DES 2)	LF	32	\$350.00	\$11,200.00	\$250.00	\$8,000.00	\$450.00	\$14,400.00	\$182.00	\$5,824.00	\$587.00	\$18,784.00
13	467	7426	SET (TY II)(DES 2) (RCP)(6:1)(P)	EA	2	\$2,200.00	\$4,400.00	\$5,500.00	\$11,000.00	\$3,000.00	\$6,000.00	\$2,040.00	\$4,080.00	\$5,869.00	\$11,738.00
14	506	7001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	67	\$55.00	\$3,685.00	\$150.00	\$10,050.00	\$50.00	\$3,350.00	\$60.00	\$4,020.00	\$35.00	\$2,345.00
15	506	7003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	40	\$55.00	\$2,200.00	\$100.00	\$4,000.00	\$85.00	\$3,400.00	\$120.00	\$4,800.00	\$53.00	\$2,120.00
16	506	7011	ROCK FILTER DAMS (REMOVE)	LF	107	\$12.00	\$1,284.00	\$50.00	\$5,350.00	\$20.00	\$2,140.00	\$25.00	\$2,675.00	\$18.00	\$1,926.00
17	506	7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	222	\$55.00	\$12,210.00	\$75.00	\$16,650.00	\$30.00	\$6,660.00	\$50.00	\$11,100.00	\$117.00	\$25,974.00
18	506	7024	CONSTRUCTION EXITS (REMOVE)	SY	222	\$12.00	\$2,664.00	\$25.00	\$5,550.00	\$12.00	\$2,664.00	\$18.00	\$3,996.00	\$29.00	\$6,438.00
19	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	134	\$5.00	\$670.00	\$8.00	\$1,072.00	\$8.00	\$1,072.00	\$8.25	\$1,105.50	\$6.00	\$804.00
20	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	134	\$1.00	\$134.00	\$4.00	\$536.00	\$4.00	\$536.00	\$1.65	\$221.10	\$1.00	\$134.00
21	529	7007	CONC CURB (MONO) (TY II)	LF	151	\$28.00	\$4,228.00	\$60.00	\$9,060.00	\$45.00	\$6,795.00	\$76.00	\$11,476.00	\$30.00	\$4,530.00
22	531	7001	CONC SIDEWALKS (4")	SY	106	\$70.00	\$7,420.00	\$125.00	\$13,250.00	\$85.00	\$9,010.00	\$110.00	\$11,660.00	\$82.00	\$8,692.00
23	531	7005	CURB RAMPS (TY 1)	EA	1	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00	\$2,935.00	\$2,935.00
24	531	7010	CURB RAMPS (TY 7)	EA	3	\$2,800.00	\$8,400.00	\$3,000.00	\$9,000.00	\$5,500.00	\$16,500.00	\$3,200.00	\$9,600.00	\$3,756.00	\$11,268.00
25	618	7054	CONDT (PVC) (SCH 80) (2")	LF	290	\$48.00	\$13,920.00	\$25.00	\$7,250.00	\$24.00	\$6,960.00	\$13.00	\$3,770.00	\$24.00	\$6,960.00
26	618	7060	CONDT (PVC) (SCH 80) (3")	LF	405	\$35.00	\$14,175.00	\$35.00	\$14,175.00	\$26.00	\$10,530.00	\$25.00	\$10,125.00	\$35.00	\$14,175.00
27	618	7061	CONDT (PVC) (SCH 80) (3") (BORE) W/ PRESSURE GROUT CONCRETE	LF	675	\$125.00	\$84,375.00	\$50.00	\$33,750.00	\$40.00	\$27,000.00	\$49.00	\$33,075.00	\$76.00	\$51,300.00
28	618	7064	CONDT (PVC) (SCH 80) (4")	LF	50	\$45.00	\$2,250.00	\$50.00	\$2,500.00	\$45.00	\$2,250.00	\$41.00	\$2,050.00	\$41.00	\$2,050.00
29	620	7007	ELEC CONDR (NO.8) BARE	LF	1330	\$4.00	\$5,320.00	\$3.25	\$4,322.50	\$1.90	\$2,527.00	\$1.70	\$2,261.00	\$2.00	\$2,660.00
30	620	7008	ELEC CONDR (NO.8) INSULATED	LF	1500	\$4.00	\$6,000.00	\$3.50	\$5,250.00	\$1.90	\$2,850.00	\$1.65	\$2,475.00	\$2.00	\$3,000.00
31	620	7009	ELEC CONDR (NO.6) BARE	LF	80	\$4.00	\$320.00	\$3.50	\$280.00	\$2.40	\$192.00	\$2.10	\$168.00	\$3.00	\$240.00
32	620	7010	ELEC CONDR (NO.6) INSULATED	LF	160	\$4.00	\$640.00	\$4.00	\$640.00	\$2.40	\$384.00	\$2.25	\$360.00	\$4.00	\$640.00
33	621	7002	TRAY CABLE (3 CONDR) (12 AWG)	LF	720	\$4.00	\$2,880.00	\$4.00	\$2,880.00	\$3.00	\$2,160.00	\$2.10	\$1,512.00	\$3.00	\$2,160.00
34	624	7008	GROUND BOX TY D (162922)W/APRON	EA	8	\$2,600.00	\$20,800.00	\$1,500.00	\$12,000.00	\$1,600.00	\$12,800.00	\$2,000.00	\$16,000.00	\$4,108.00	\$32,864.00
35	628	7219	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	EA	1	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00	\$7,800.00	\$7,800.00	\$8,803.00	\$8,803.00
36	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1	\$650.00	\$650.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,174.00	\$1,174.00
37	644	7004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1	\$650.00	\$650.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,174.00	\$1,174.00
38	644	7073	REMOVE SM RD SN SUP&AM	EA	1	\$150.00	\$150.00	\$350.00	\$350.00	\$250.00	\$250.00	\$190.00	\$190.00	\$587.00	\$587.00
39	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	215	\$22.00	\$4,730.00	\$24.00	\$5,160.00	\$12.00	\$2,580.00	\$12.00	\$2,580.00	\$21.00	\$4,515.00
40	666	7184	REFL PAV MRK TY II (W) 24" (SLD)	LF	215	\$22.00	\$4,730.00	\$24.00	\$5,160.00	\$6.00	\$1,290.00	\$8.00	\$1,720.00	\$26.00	\$5,590.00
41	677	7001	ELIM EXT PAV MRK & MRKS (4")	LF	62	\$4.00	\$248.00	\$10.00	\$620.00	\$6.00	\$372.00	\$10.00	\$620.00	\$2.00	\$124.00
42	677	7004	ELIM EXT PAV MRK & MRKS (8")	LF	15	\$4.00	\$60.00	\$30.00	\$450.00	\$23.00	\$345.00	\$15.00	\$225.00	\$7.00	\$105.00
43	677	7008	ELIM EXT PAV MRK & MRKS (24")	LF	26	\$8.00	\$208.00	\$50.00	\$1,300.00	\$22.00	\$572.00	\$7.00	\$182.00	\$9.00	\$234.00
44	678	7008	PAV SURF PREP FOR MRK (24")	LF	215	\$1.00	\$215.00	\$15.00	\$3,225.00	\$6.00	\$1,290.00	\$3.00	\$645.00	\$6.00	\$1,290.00
45	680	7003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$25,000.00	\$25,000.00	\$34,500.00	\$34,500.00	\$29,000.00	\$29,000.00	\$38,000.00	\$38,000.00	\$70,426.00	\$70,426.00
46	682	7001	VEH SIG SEC (12")LED(GRN)	EA	9	\$550.00	\$4,950.00	\$475.00	\$4,275.00	\$279.00	\$2,511.00	\$370.00	\$3,330.00	\$470.00	\$4,230.00
47	682	7002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	\$550.00	\$1,100.00	\$475.00	\$950.00	\$279.00	\$558.00	\$370.00	\$740.00	\$470.00	\$940.00
48	682	7003	VEH SIG SEC (12")LED(YEL)	EA	9	\$550.00	\$4,950.00	\$475.00	\$4,275.00	\$279.00	\$2,511.00	\$370.00	\$3,330.00	\$470.00	\$4,230.00
49	682	7004	VEH SIG SEC (12")LED(YEL ARW)	EA	3	\$550.00	\$1,650.00	\$475.00	\$1,425.00	\$279.00	\$837.00	\$370.00	\$1,110.00	\$470.00	\$1,410.00
50	682	7005	VEH SIG SEC (12")LED(RED)	EA	9	\$550.00	\$4,950.00	\$475.00	\$4,275.00	\$279.00	\$2,511.00	\$370.00	\$3,330.00	\$470.00	\$4,230.00

			Bidder			DeNucci Constructors		EARTC		Elecnor Belco		Levy		Wellcraft	
			Attachments: Bid Security Statement of Bidder's Safety Experience												
				√		√		√		√		√			
				√		√		√		√		√			
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
51	682	7006	VEH SIG SEC (12")LED(RED ARW)	EA	1	\$550.00	\$550.00	\$475.00	\$475.00	\$279.00	\$279.00	\$370.00	\$370.00	\$470.00	\$470.00
52	682	7018	PED SIG SEC (LED)(COUNTDOWN)	EA	4	\$1,200.00	\$4,800.00	\$850.00	\$3,400.00	\$488.00	\$1,952.00	\$840.00	\$3,360.00	\$880.00	\$3,520.00
53	682	7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	8	\$250.00	\$2,000.00	\$200.00	\$1,600.00	\$275.00	\$2,200.00	\$180.00	\$1,440.00	\$293.00	\$2,344.00
54	682	7043	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	\$350.00	\$350.00	\$225.00	\$225.00	\$452.00	\$452.00	\$260.00	\$260.00	\$352.00	\$352.00
55	682	7044	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	\$450.00	\$450.00	\$250.00	\$250.00	\$460.00	\$460.00	\$270.00	\$270.00	\$470.00	\$470.00
56	684	7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	422	\$4.00	\$1,688.00	\$3.75	\$1,582.50	\$3.50	\$1,477.00	\$2.10	\$886.20	\$3.00	\$1,266.00
57	684	7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	839	\$4.00	\$3,356.00	\$4.00	\$3,356.00	\$5.00	\$4,195.00	\$2.65	\$2,223.35	\$4.00	\$3,356.00
58	684	7046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	570	\$7.00	\$3,990.00	\$7.75	\$4,417.50	\$7.10	\$4,047.00	\$7.25	\$4,132.50	\$10.00	\$5,700.00
59	684	7080	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	660	\$5.00	\$3,300.00	\$6.50	\$4,290.00	\$3.00	\$1,980.00	\$1.45	\$957.00	\$4.00	\$2,640.00
60	686	7052	INS TRF SIG PL AM(S)1 ARM(48")LUM&ILSN	EA	1	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$22,600.00	\$22,600.00	\$20,300.00	\$20,300.00	\$50,707.00	\$50,707.00
61	686	7048	INS TRF SIG PL AM(S)1 ARM(44")LUM&ILSN	EA	2	\$18,000.00	\$36,000.00	\$18,500.00	\$37,000.00	\$21,700.00	\$43,400.00	\$19,500.00	\$39,000.00	\$46,481.00	\$92,962.00
62	687	7001	PED POLE ASSEMBLY	EA	3	\$2,400.00	\$7,200.00	\$4,700.00	\$14,100.00	\$2,600.00	\$7,800.00	\$3,600.00	\$10,800.00	\$4,108.00	\$12,324.00
63	688	7001	PED DETECT PUSH BUTTON (APS)	EA	4	\$1,200.00	\$4,800.00	\$900.00	\$3,600.00	\$1,258.00	\$5,032.00	\$990.00	\$3,960.00	\$1,761.00	\$7,044.00
64	688	7003	PED DETECTOR CONTROLLER UNIT	EA	1	\$4,200.00	\$4,200.00	\$3,750.00	\$3,750.00	\$250.00	\$250.00	\$4,100.00	\$4,100.00	\$7,630.00	\$7,630.00
65	6001	7004	ILSN (8D)	EA	3	\$4,800.00	\$14,400.00	\$4,750.00	\$14,250.00	\$3,500.00	\$10,500.00	\$4,200.00	\$12,600.00	\$5,869.00	\$17,607.00
66	6004	6031	ITS COM CBL (ETHERNET)(DETECTION)	LF	766	\$1.00	\$766.00	\$4.50	\$3,447.00	\$2.00	\$1,532.00	\$0.80	\$612.80	\$7.00	\$5,362.00
67	6004	6031	ITS COM CBL (ETHERNET)(CAT-5E)(RADIO)	LF	200	\$8.00	\$1,600.00	\$4.50	\$900.00	\$2.00	\$400.00	\$1.40	\$280.00	\$7.00	\$1,400.00
68	6004	6031	ITS COM CBL (ETHERNET)(CAT 6)(PTZ CAMERA)	LF	200	\$12.00	\$2,400.00	\$5.50	\$1,100.00	\$2.00	\$400.00	\$1.40	\$280.00	\$7.00	\$1,400.00
69	****	****	VANTAGE NEXT PLATFORM (SHELF-MOUNT CCU WITH SHIP KIT)	EA	1	\$9,750.00	\$9,750.00	\$11,000.00	\$11,000.00	\$11,200.00	\$11,200.00	\$13,500.00	\$13,500.00	\$2,934.00	\$2,934.00
70	****	****	VANTAGE VECTOR HYBRID	EA	2	\$4,800.00	\$9,600.00	\$5,500.00	\$11,000.00	\$5,600.00	\$11,200.00	\$6,700.00	\$13,400.00	\$3,287.00	\$6,574.00
71	****	****	VANTAGE NEXT CAMERA	EA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00	\$4,695.00	\$4,695.00
72	****	****	VANTAGE NEXT VIEWER AND SET UP TOOL	EA	1	\$4,000.00	\$4,000.00	\$3,750.00	\$3,750.00	\$3,252.00	\$3,252.00	\$4,200.00	\$4,200.00	\$3,521.00	\$3,521.00
73	****	****	AXIS NETWORK PTZ CAMERA	EA	1	\$5,500.00	\$5,500.00	\$5,250.00	\$5,250.00	\$3,428.00	\$3,428.00	\$3,700.00	\$3,700.00	\$1,761.00	\$1,761.00
74	****	****	COMNET ETHERNET SWITCH	EA	1	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$4,185.00	\$4,185.00	\$2,600.00	\$2,600.00	\$880.00	\$880.00
75	****	****	PEGASUS TWIST PORT RADIO 5GHZ 300MG	EA	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,405.00	\$3,405.00	\$2,800.00	\$2,800.00	\$4,108.00	\$4,108.00
76	****	****	ANTENNA - ULTRA DISH TP400 24 DBL	EA	1	\$2,200.00	\$2,200.00	\$750.00	\$750.00	\$413.00	\$413.00	\$510.00	\$510.00	\$1,761.00	\$1,761.00
77	****	****	OPTICOM DETECTOR-GTT MODEL 711 (SINGLE)	EA	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$1,230.00	\$1,230.00	\$1,300.00	\$1,300.00	\$1,467.00	\$1,467.00
78	****	****	OPTICOM DETECTOR-GTT MODEL 722 (DUAL)	EA	1	\$3,500.00	\$3,500.00	\$1,950.00	\$1,950.00	\$1,555.00	\$1,555.00	\$1,800.00	\$1,800.00	\$1,761.00	\$1,761.00
79	****	****	OPTICOM PHASE SELECTOR-GTT MODEL 764	EA	1	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00	\$4,547.00	\$4,547.00	\$5,000.00	\$5,000.00	\$1,174.00	\$1,174.00
80	****	****	OPTICOM CARD RACK-GTT MODEL 760	EA	1	\$1,200.00	\$1,200.00	\$1,350.00	\$1,350.00	\$618.00	\$618.00	\$1,000.00	\$1,000.00	\$1,467.00	\$1,467.00
81	****	****	OPTICOM CABLE-GTT MODEL 138	LF	702	\$8.00	\$5,616.00	\$3.75	\$2,632.50	\$3.00	\$2,106.00	\$2.70	\$1,895.40	\$7.00	\$4,914.00
82	****	****	BATTERY BACKUP UNIT	EA	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$8,762.00	\$8,762.00	\$9,700.00	\$9,700.00	\$8,803.00	\$8,803.00
TOTAL FOR BASE BID							\$587,402.00		\$606,206.00		\$499,888.00		\$514,267.35		\$742,268.00

I, Timothy Grimes, do hereby certify that this bid tabulation is accurate and true.

Discrepancy In Bid Document



Traffic Signal at Old Settlers Blvd and Sam Bass Rd

October 2024

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.

Elecnor Belco Electric, Inc.
San Marcos, TX United States

Certificate Number:
2024-1234618

Date Filed:
11/04/2024

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.

Traffic Signal at Sam Bass Rd.
Electrical Contractor including Civil and Striping

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 Joihn Wong, and my date of birth is [REDACTED]

My address is 14320 Albers Way Chino CA 91710 USA
(street) (city) (state) (zip code) (country)

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

Executed in San Bernardino County, State of CA, on the 4th day of November, 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.

Elecnor Belco Electric, Inc.
San Marcos, TX United States

Certificate Number:
2024-1234618

Date Filed:
11/04/2024

Date Acknowledged:
11/05/2024

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.

Traffic Signal at Sam Bass Rd.
Electrical Contractor including Civil and Striping

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.9

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 9 with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$408,108.06

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

Attachments: Resolution, Exhibit A, Map, 1295

Department: Public Works

Text of Legislative File 2024-309

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

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

- CO No. 1 added a water reuse line for \$1,705,468.45.
- CO No. 2 added multiple construction materials and survey for \$39,774.23.
- CO No. 3 added corrections to headwall quantities, sprinkler system repairs, striping quantity adjustments and one month of barricades for an increase of \$88,904.39.
- CO No. 4 added a revision to an unidentified water line, a delay cost due to that line, an increase in sound wall and one months barricades for an increase of \$229,109.26.
- CO No. 5 added the roadway illumination system components to be city owned for an increase of \$567,237.51.
- CO No. 6 consists of the addition of a developer funded left turn lane, median opening and right turn lane. This increased the contract amount by \$155,465.13.
- QA/CO No. 7 corrects a design error that incorrectly depicted a 9'x6' box culvert as a 9'x5' box culvert. This increased the contract amount by \$393,989.52.

- QA/CO No. 8 adds pipe runners on culvert 15, adds additional C1 and C2 curb and adds a pedestrian path for school access. This increases the contract amount by \$43,003.86 and adds contract time requested by the contractor.

QA/CO No. 9 adds additional mill and overlay quantities to pull Forest Creek Drive at Kenney Fort Boulevard together rather than have new turn lanes and pavement that would need maintenance soon for the existing lanes. This increases the contract amount by \$408,108.06.

The previous adjusted contract price was \$26,572,213.84 and with this addition of CO No. 9 will increase to a new contract price of \$26,980,321.90.

Cost: \$408,108.06

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2024-309

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 9, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 9 to the Contract with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT "A"



Contract Quantity Adjustment/Change Order

rev, 01/16

Department:	<u>Transportation</u>		
Project Name:	<u>Kenny Fort Blvd. Seg 2&3</u>		Date: <u>10/24/24</u>
City Project ID Number	<u>STP 2021 (745) MM</u>	Change Order/Quantity Adjustment No.	<u>9</u>
Vendor	<u>J. D. Abrams, LP</u>	<u>4500-B Banister Ln. Suite 100, Austin, TX 78704</u>	<u>512-322-4000</u>
	Company Name	Address	Phone No.

Justification

Additional work requested by CORR to mill/seal/overlay/stripe existing lanes on Kenny Fort Bl from approximately Sta 58+10.73 to the Forest Creek Dr. intersection. Additionally, mill/seal/overlay/stripe existing lanes on Forest Creek Dr. from approximately Sta. 34+20.93 to 43+50.00. Pricing includes associated incidental work as shown on the drawings provided by CORR dated 4/15/24.

SUMMARY

	Amount	% Change
Original Contract Price:	\$23,409,120.97	
Previous Quantity Adjustment(s):	-\$100,922.08	
This Quantity Adjustment:	\$62,966.76	
Total Quantity Adjustment(s):	-\$37,955.32	
Total Contract Price with Quantity Adjustment(s):	\$23,371,165.65	
Previous Change Order(s):	\$3,264,014.95	14%
This Change Order:	\$345,141.30	1%
Total Change Order(s) To Date:	\$3,609,156.25	15%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$26,980,321.90	
Difference between Original and Adjusted Contract Prices:	\$3,571,200.93	
Original Contract Time:	450	
Time Adjustment by previous Quan. Adj./Change Order:	125	
Time Adjustment by this Quan. Adj./Change Order:	0	
New Contract Time:	575	

Submitted for Approval

Prepared By:	<u>Alfonso Fernandez, President, JD Abrams</u>	<u>10/24/24</u>
Signature	Printed Name, Title, Company	Date

Approvals

Contractor:	<u>Alfonso Fernandez, President, JD Abrams</u>	<u>10/24/24</u>
Signature	Printed Name, Title, Company	Date
City Project Manager:	<u>Greg Ciaccio, Senior Project Manager</u>	
Signature	Printed Name, Title	Date
Mayor/City Manager:		
Signature	Printed Name, Title	Date

Project Name: Kenny Fort Blvd. Seg 2&3

Change Order Data

[illegible]

Project Name: Kenny Fort Blvd. Seg 2&3

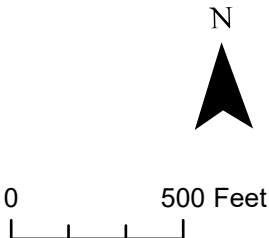
Quantity Adjustment Data

[illegible]



Kenney Fort Blvd Segments 2 & 3

Round Rock Public Works Department
November 2024



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

J.D. Abrams LP
Austin, TX United States

Certificate Number:
2024-1234518

Date Filed:
11/04/2024

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 Transportation Department

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

091405195
000000 Kenney Fort Blvd. Segs. 2&3 Change Order #9

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abrams, Jon F,	Austin, TX United States	X	
	Everett, Brad	Austin, TX United States	X	
	Gallagher, Kelly	Austin, TX United States	X	
	Fernandez, Alfonso	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

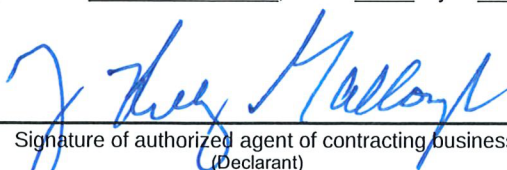
6 UNSWORN DECLARATION

My name is Kelly Gallagher, and my date of birth is [REDACTED]

My address is 4005-B Banister Lane, Suite 100, Austin, TX, 78704, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 4th day of November, 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.

J.D. Abrams LP
Austin, TX United States

Certificate Number:
2024-1234518

Date Filed:
11/04/2024

Date Acknowledged:
11/04/2024

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 Transportation Department

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

091405195
000000 Kenney Fort Blvd. Segs. 2&3 Change Order #9

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abrams, Jon F,	Austin, TX United States	X	
	Everett, Brad	Austin, TX United States	X	
	Gallagher, Kelly	Austin, TX United States	X	
	Fernandez, Alfonso	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution casting a vote for the Williamson Central Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Nominee_Bios_2024, CTRR Election Ballot Ltr_NonHB988_10.28.24

Department: Finance

Text of Legislative File 2024-311

On September 26, 2024, City Council passed a resolution submitting its nomination of Ms. Lora Weber for the Williamson Central Appraisal District Board of Directors. It is now time for the City to place its votes for one or more of the candidates for this board. Staff recommends that all 200 of the City's votes be placed for Lora Weber for a three year term.

According to Section 6.03 of the Texas Property Tax Code, each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser before December 15, 2024. This resolution will fulfill that requirement.

RESOLUTION NO. R-2024-311

WHEREAS, §6.03(k) Texas Property Tax Code provides for the governing body of each taxing unit to cast votes for individuals nominated for the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the City of Round Rock is entitled to 200 votes which may be cast for individuals nominated for the Board of Directors, and

WHEREAS, the City Council wishes to cast its 200 votes for a three-year term as set forth below, Now Therefore

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

That the Council hereby casts its votes as follows:

- | | | | | | | | |
|----|----------------------------|-----|-------|-----|-------------|-----|-------------|
| 1. | Birkman, Lisa | ___ | votes | ___ | 1 Year Term | ___ | 3 Year Term |
| 2. | Gibbs, Harry | ___ | votes | ___ | 1 Year Term | ___ | 3 Year Term |
| 3. | Lux, Jon | ___ | votes | ___ | 1 Year Term | ___ | 3 Year Term |
| 4. | Weber, Lora | ___ | votes | ___ | 1 Year Term | ___ | 3 Year Term |
| 5. | Wei, Michael | ___ | votes | ___ | 1 Year Term | ___ | 3 Year Term |
| 6. | Fox, Sunnie | ___ | votes | | | ___ | 3 Year Term |
| 7. | Ufomata, Anjalicia “Angie” | ___ | votes | | | ___ | 3 Year Term |

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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

Birkman

Lisa is a sixth generation Texan, born on the Army base of Ft. Hood in Killeen, Texas, where her father served as an officer in the Army. Her family has owned a heritage farm in the Leander area since 1854 and Lisa helps manage her family's farm business interests. After Lisa graduated from Georgetown High School, she went on to attend Texas A&M University, where she graduated with a Bachelor of Science degree in elementary education. Commissioner Birkman was a public-school teacher for 13 years, teaching in Granbury, Austin and in Round Rock elementary schools.

After a successful career in education, Lisa decided to run for a seat on the Brushy Creek Municipal Utility District (MUD) board of directors. She served the residents of the MUD for four years, before deciding to run for a vacant seat on the Williamson County Commissioners Court. Lisa won the race and was the first woman elected to serve on the Commissioners Court. She was sworn into office on May 3, 2004, and represented Precinct 1 and the Round Rock area until December 31, 2016. During her terms, Lisa held several leadership positions, including serving on the Williamson County Mental Health Task Force, the County's Benefits Committee, and as president of the Williamson County Conservation Foundation board of directors. In 2008, Lisa was appointed by Governor Rick Perry to serve on the statewide Texas Agriculture Financing Authority (TAFA) that provides economic development opportunities to young farmers in rural areas throughout Texas.

Lisa married Rick Birkman in 1989 and they began the Texas Roofing Company in 1995, whose focus was commercial roofing in the Austin area. They owned and operated the successful company for twenty-five years until it was sold in 2020 after Rick's death.

Lisa retired from Williamson County in 2016, to pursue other interests and activities but has remained passionate about serving her community, including as a commissioner on Emergency Service District #8 Board of Directors from 2020 – 2022.

Lisa has been a volunteer Court Appointed Special Advocate (CASA) for local foster kids since 2014. She has two adult daughters, Elizabeth and Ricki, and two precious granddaughters, Amelia and Aurora. In her free time, Lisa enjoys reading mystery novels, doing crafts and traveling with her family.

Fox

Sunnie Fox has worked with Keller Williams, Berkshire Hathaway, TJ Lewis, Magnolia Realty since 2017.

She has successfully closed transactions for 50 families in the Austin Metro

area, specializing in Cedar Park, Round Rock, & Leander. Owned and operated a successful franchise retail cookie shop/bakery – Eileen's Colossal Cookies in Cedar Park, Tx and was a classroom teacher first grade and kindergarten for Pflugerville ISD and Lincoln Public Schools in Lincoln, Nebraska.

Current philanthropic work includes Cedar Park Chamber of Commerce – Board of Directors, Cedar Park Public Library Foundation – Board of Directors, IncubatorEDU Vista Ridge HS – Mentor, and Young Men's Service League – Board of Directors. This last organization consists of moms and sons serving the community together, she and her son have served over 75 hours together since 2022.

Gibbs

Harry Gibbs has vast real estate experience. Licensed as a Texas Real Estate Broker since 1980, Harry has represented owner/landlords, buyers, and sellers in numerous large commercial real estate transactions in Williamson County as well as nine other Texas counties. Harry continues to stay active in commercial real estate.

Harry has served the Texas Association of REALTORS as Commercial Liaison to Leadership in 2018, Chairman of the Commercial Committee in 2016, and Public Policy Committee Chairman in 2013. He has also served on the Land Use Committee, Commercial Forms Committee, and Nominating Committee. He is a TRLP Instructor and a Spokesperson Training Instructor. Harry is a broker with Keller Williams Realty Georgetown, KW Commercial.

Harry is a CCIM – Certified Commercial Investment Member since 1996, and a CIPS – Certified International Property Specialist. He is a 2007 graduate of TRLP – Texas REALTOR Leadership Program. Harry graduated from The University of Texas, Austin in 1982. He has a BBA in Real Estate and Urban Land Development as well as a BBA in Finance.

Harry is a two-time president of the Georgetown Sunrise Rotary Club, former member and Chairman of the Georgetown Planning and Zoning Commission, and currently serves on the Board of Directors for the Williamson Central Appraisal District. Harry was named as the 2020 Board Member of the Year by the Texas Association of Appraisal Districts.

Harry has a wonderful wife who is also in real estate, two great stepchildren, four absolutely wonderful grandchildren, and a really cool frisbee catching Blue Heeler named Grace.

Lux

Jon Lux is a proud U.S. Navy veteran with 21 years of service. After enlistment, he was awarded a Naval ROTC scholarship to the University of New Mexico, where, upon completion of his B.A. in Economics, he was commissioned as an Ensign in the U.S. Navy. He served as a Surface Warfare Officer on multiple sea tours and ashore he served on the staffs of Commander Mine War Command and Commander Mine Countermeasures Squadron Three, and served as Executive Officer Naval Station in Ingleside, TX. Jon attended the United States Navy Postgraduate School in Monterey, California, where he graduated with a Master of Science in Management. Jon was awarded numerous medals and awards during his distinguished service. After retirement from the U.S. Navy, Jon has worked in the private sector as a Division Manager, Division Chief, Program Manager, and Director for information technology providers. After traveling the world in his role with the Navy, Jon selected Cedar Park and Williamson County as the place of choice to live, work, play, thrive and call home for his family. He is married to Michelle and has two adult children. Upon arrival in Cedar Park, Jon immediately jumped into serving the community. He served on the Cedar Park Tourism Advisory Board, Cedar Park Planning and Zoning Commission and served four years on Cedar Park City Council. He currently, in addition to the WCAD Board of Directors, serves as Chairman of the Leander Independent School District Bond Oversight Committee.

Ufomata

Anjalicia “Angie” Ufomata is a seasoned realtor with extensive experience in the Austin, Texas real estate market. She has a proven track record as the top-selling agent at Cultivate Realty. Before transitioning to real estate, she spent nearly a decade as an educator in Round Rock ISD. Since 2019, she has been a resident of Williamson County and is an active parent with three children attending Leander ISD schools. Her diverse background has given her a unique perspective and a deep understanding of community needs.

Weber

Lora Weber is a longtime public-sector executive, small business owner, and community leader. Lora enjoyed a long career with several state agencies encompassing everything from public utility regulation to business licensing to higher education. She is the successful leader of organizations with diverse, complex mandates and multi-state operations. Lora has served on national boards including the Verizon Consumer Advisory Board and the National Consumers League. Locally, she has served as chair of the Round Rock Chamber of Commerce and of the Round Rock Economic Development Advisory Committee. She currently serves on the Economic Development District for the Capital Area Council of Governments. Lora holds a Bachelor of Arts degree in English and political science. She and her husband, Jay, love living in Round Rock, but try to spend as much time as possible scuba-diving all over the world.

Wei

Prior to his real estate career, Michael was a data-driven scientist, project manager, and team leader for nearly 20 years. His expertise in data analysis tools, such as Power Business Intelligence (PBI) and regulatory compliance engineering allowed him to provide expert scientific perspective and practical decision-making. He is actively serving Austin metro communities by volunteering as the Vice President of the PTA Council of Round Rock ISD, the Committee member of Greater Austin Asian Chamber of Commerce, and Board of Director of Austin Chinese American Network.



"Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services."

October 28, 2024

Craig Morgan, Mayor
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664

Dear Mayor Morgan:

Attached is the official ballot listing the nominees submitted for the Board of Directors for the Williamson Central Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code. You will also find attached a short biography for each nominee.

The ballot lists the total number of votes available for your unit to cast. Please note, you may distribute these votes amongst the listed candidates at your discretion.

We are required to have two members serve a one-year term. To ensure we have two members serving a one-year term, those two members with the most votes for a one-year term will be elected and should those same members also receive votes for a three-year term, those three-year votes will be added to their one-year term votes. We are required to have three members serve a three-year term. All other nominees' votes (either for one- or three-year term) will be counted and those with the three highest vote totals will be elected to a three-year term.

According to Section 6.03 of the Texas Property Tax Code each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser **before December 15, 2024.**

If you have any questions, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

BOARD OF DIRECTORS ~ ENTITY APPOINTED
JON LUX, CHAIRMAN
LORA H. WEBER, VICE-CHAIRMAN
HARRY GIBBS
MICHAEL WEI
LISA BIRKMAN
LARRY GADDES

BOARD OF DIRECTORS ~ PUBLICLY ELECTED
HOPE HISLE-PIPER, SECRETARY
MIKE SANDERS
MASON MOSES

**CHIEF
APPRAISER**

Alvin Lankford
alvinl@wcad.org

Williamson Central Appraisal District
Board of Directors Nominees
Official Ballot 2024

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates' name.

ENTITY City of Round Rock NUMBER OF VOTES 200

NOMINEES	1 YEAR TERM	3 YEAR TERM
BIRKMAN, LISA		
GIBBS, HARRY		
LUX, JON		
WEBER, LORA		
WEI, MICHAEL		

NOMINEES	3 YEAR TERM
FOX, SUNNIE	
UFOMATA, ANJALICIA "ANGIE"	

ATTEST:

Signature

Date



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider executing an Agreement with Yellowstone Landscape for the purchase of citywide landscape and maintenance services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Susan Morgan, CFO

Cost: \$5,000,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, 1295

Department: Finance

Text of Legislative File 2024-313

Consider a resolution authorizing the Mayor to execute an Agreement with Yellowstone Landscape for the purchase of landscaping and maintenance services. Yellowstone is a trusted partner and has been providing the City with landscaping services since 2017. They have consistently provided high-quality results in the upkeep, maintenance, and enhancement of landscaping across various city properties, ensuring that public spaces remain attractive, well-maintained, and safe for residents and visitors. The cost of these services are included in the appropriate department budgets.

The term of the new contract with Yellowstone Partners will expire in July 2029.

Staff recommends approval of this agreement

Cost: \$5,000,000

Source of Funds: General Fund

RESOLUTION NO. R-2024-313

WHEREAS, the City of Round Rock (“City”) desires to purchase landscaping and maintenance services; and

WHEREAS, Choice Partners (“Choice”) is a cooperative purchasing program administered by Harris County Department of Education for the purpose of procuring goods and services; and

WHEREAS, the City is a member of Choice, and Yellowstone Landscape is an approved vendor through Choice; and

WHEREAS, the City desires to purchase certain goods and services from Yellowstone Landscape through Choice Contract No. 24/048MR-09, 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 with Yellowstone Landscape for the Purchase of Landscaping and Maintenance Services, 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 21st day of November, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND YELLOWSTONE LANDSCAPE
FOR THE PURCHASE OF
LANDSCAPING AND MAINTENANCE SERVICES**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement for the purchase of landscape and maintenance services (the "Agreement") is made and entered into this the ____ day of _____, 2024, (the "Effective Date") 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 YELLOWSTONE LANDSCAPE whose offices are located at 10892 Shadow Wood, Houston, Texas 77043, referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase landscaping and maintenance services; and

WHEREAS, City is a member of the Choice Partners Cooperative Purchasing Program (the "Co-op") and Vendor is an approved Co-op vendor through Co-op Contract #24/048MR-09; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op 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,

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 this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

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

C. **Effective Date** means the date set out in the introductory paragraph above.

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

E. **Vendor** means Yellowstone Landscape, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated below or is terminated in accordance with Section 14.0.

B. The term of this Agreement shall begin with the Effective Date and end on the 28th day of June, 2029.

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 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. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit "A"**.

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$5,000,000** 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 if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

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 and Services 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 and 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 insurance requirements set forth on the City's website at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Adam Gagnon, Purchasing Supervisor
Finance Department
221 E. Main Street.
Round Rock, TX 78664
(512) 820-7934
agagnon@roundrocktexas.gov

12.0 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.

13.0 DEFAULT

If Vendor abandons or defaults under this Agreement, 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.

14.0 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 written notice to Vendor, the "Date of Termination."

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

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

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

15.0 INDEMNIFICATION

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

16.0 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.

17.0 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.

18.0 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 physical or email address as stated below; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to Vendor:

Vendor: Yellowstone Landscape
Attn: Ryan Lawton
Address: 10892 Shadow Wood
Houston, TX 77043
Email: rlawton@yellowlandscape.com

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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

Yellowstone Landscape

By: [Signature]
Printed Name: Ryan Lawton
Title: Senior Account Manager
Date Signed: 10/16/2024

City of Round Rock, Texas

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

For City, Attest:

By: _____
Ann Franklin, 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.

Yellowstone Landscape
Pflugerville, TX United States

Certificate Number:
2024-1232025

Date Filed:
10/28/2024

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.

24/048MR-09
Landscape Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yellowstone Landscape	Pflugerville, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ryan Lawton, and my date of birth is [REDACTED]

My address is 3204 Rowe Ln, Pflugerville, TX, 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 14 day of November, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Yellowstone Landscape
Pflugerville, TX United States

Certificate Number:
2024-1232025

Date Filed:
10/28/2024

Date Acknowledged:
11/14/2024

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.

24/048MR-09
Landscape Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yellowstone Landscape	Pflugerville, 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 public testimony regarding, and an ordinance rezoning 57.15 acres out of the David Curry Survey, Abstract No. 130 from the C-1 (General Commercial) zoning district to the PUD (Planned Unit Development) No. 155 zoning district (First Reading)*.

Type: Ordinance

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Bradley Dushkin, Director of Planning and Development Services

Cost:

Indexes:

Attachments: Ordinance, PUD Development Standards, Exhibit A, Exhibits B and C, Aerial Photo, Map

Department: Planning & Development Services

Text of Legislative File 2024-305

HISTORY: The 57.15 acre subject property is comprised of two undeveloped parcels currently zoned C-1 (General Commercial).

STAFF REVIEW AND ANALYSIS:

Comprehensive Plan and Zoning: The 2030 Future Land Use Map (FLUM) designates the property for commercial use. Data center is not a use that is defined in the City's Code and there are recent precedents for permitting such use, and the accessory uses that support a data center such as electric substation, with a PUD in commercial zoning districts. Although currently zoned C-1 (General Commercial) which allows the widest variety of commercial uses, the PUD would amend the base zoning district to C-1a (General Commercial Limited) to limit the potential allowable uses for the site.

The Round Rock 2030 Plan addresses the need for the City to adapt to change. An implementation strategy associated with adapting to change mentions consideration for land uses related to modernization of communications infrastructure and ensuring the accommodation of more advanced networks. Data centers play an integral role in cloud based storage of data since hard copy data storage is becoming obsolete. Given the subject property's location on IH 35 and the policy to adapt to change, the proposed PUD complies with the Round Rock 2030 Comprehensive Plan for commercial development.

Traffic, Access and Roads: The PUD has proposed access along IH-35, Chisholm Trail Road, and Chisholm Parkway. The exact location of driveways will be determined during site development permit review and in accordance with city standards. The project will be subject to the Roadway Impact Fee regulations at the time of the building permit.

Proposed PUD:

The PUD proposes three parcel areas:

Location Proposed Use

Parcel Area 1 Data Center or C-1a

Parcel Area 2 Electric Substation or C-1a

Parcel Area 3 Office/Warehouse and/or C-1a

The base zoning district for the PUD is the C-1a (General Commercial - Limited) zoning district which allows for uses that are more limited than those permitted by the existing C-1 (General Commercial) zoning district. Specifically, C-1a prohibits auto body and painting shops, self storage, sexually oriented businesses, flea markets, pawn shops, truck stops, and similar uses that are permitted in C-1. If Parcel Areas 1 and 2 do not develop as data center and electric substation uses, these areas may develop in conformance with the permitted uses of the C-1a (General Commercial - Limited) zoning district. Parcel area 3 is proposed to develop in accordance with the C-1a (General Commercial - Limited) zoning district; however, office/warehouse is proposed as an additional permitted use with this PUD.

The data center shall be limited to the height and setback requirements of the C-1a (General Commercial - Limited) zoning district. Building design shall be in accordance with the LI (Light Industrial) zoning district; however, additional design standards for articulation and elevation variation were added to the PUD that will apply to building facades that face IH-35.

Along the north property line of Parcel Area 1, The PUD requires a compatibility buffer adjacent to the proposed multi-family residential development as depicted on the concept plan "Exhibit B". Adjacent to the fence is an eight-foot wide landscape buffer consisting of large and medium evergreen trees.

In the event that Parcel Areas 1 and 2 develop to accommodate data center and electric substation uses, additional perimeter fencing/walls and landscape buffers would be required and are depicted on "Exhibit C". In general, walls would be required to enclose and screen the electrical substation and any proposed mechanical yards associated with the data center. Surrounding the substation, an eight-foot wide landscape buffer with densely planted evergreen trees would provide additional screening. Along Chisholm Trail Road and IH-35 an eight (8) foot wide landscape buffer consisting of large and medium trees and shrubs is proposed along the perimeter view fencing.

Monarch Tree Removal:

Parcel Area 2 contains three live oak trees of monarch size which are depicted on the concept plan. With this PUD, the applicant requests removal of the smallest monarch tree (tree #960 - 36" live oak) because the tree is located in the center of the parcel area and would limit the ability to develop a large footprint electric substation to support the data center use. Staff has supported this request due to the applicant's agreement to preserve the other two monarch trees on Parcel Area 2 which are significantly larger (tree #963 - 49" live oak and tree #964 - 48" live oak) than Tree #960. To allow for large footprint and/or industrial uses in zoning districts that support such uses, it has been city precedent to allow for removal of one or more monarch trees with mitigation where the majority of monarch trees and/or the largest and oldest monarch trees on a site are preserved. In the event that Parcel Area 2 is developed to accommodate C-1a (General Commercial Limited) use, rather than the electric substation use, tree #960 shall be preserved unless a separate removal request is approved by the City Council.

Planning and Zoning:

This item was heard by the Planning and Zoning Commission on October 16, 2024. The commission recommended approval of the PUD with a vote of 6-0. Three (3) Commissioners were absent. No citizens attended to speak on behalf or against the item; however, an email was received prior to the hearing that expressed concerns of noise, light, reduced property values, fire hazards, and adverse health and environmental effects associated with data centers and electric substation.

ORDINANCE NO. O-2024-305

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 57.15 ACRES OF LAND, OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM C-1 (GENERAL COMMERCIAL) ZONING DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) NO. 155 ZONING DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 57.15 acres of land, out of the David Curry Survey, Abstract No. 130, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from C-1 (General Commercial) zoning district to PUD (Planned Unit Development) No. 155 zoning district, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 16th day of October, 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 zoning classification of the property described in Exhibit “A” be changed to PUD No. 155, and

WHEREAS, on the 21st day of November, 2024, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2 and, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 155 meets the following goals and objectives:

- (1) The development in PUD No. 155 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No.155 is in harmony with the general purposes, goals, objectives and standards of the Round Rock Comprehensive Plan.
- (3) P.U.D. No. 155 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 155 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 155 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A," attached hereto and incorporated herein shall be, and is hereafter designated as PUD (Planned Unit Development) No. 155, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 155 attached hereto as Exhibit "B," which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this 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.

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:

ANN FRANKLIN, City Clerk

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this plan unless all provisions pertaining to changes or modifications as stated in section II.13.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation, or other entity violating any conditions or terms of the plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Part III, Article II, Code Of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

4.2 Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

4.3 Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II.

DEVELOPMENT PLAN

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as "the Code".

2. PROPERTY

This Plan covers approximately 57.15 acres of land, located within the city limits of Round Rock, Texas, and more particularly described in Exhibit "A", (the "Property").

3. PURPOSE

The purpose of this Plan is to insure a Planned Unit Development ("PUD") that: (1) is equal to or superior to development that would occur under the standard ordinance requirements, (2) is in harmony with the General Plan of the City of Round Rock, Texas, (3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, (4) is adequately provisioned by essential public facilities and services, and (5) will be developed and maintained so as to not dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for the purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the C-1a (General Commercial Limited) zoning district and other sections of the Code, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of the Plan shall control.

5. CONCEPT PLAN

Exhibit "B" shall serve as the Concept Plan for the project, according to Section 10-26 of the Code.

6. LAND USE AND PERMITTED USES

6.1 Land Uses

The purpose of the Plan is to provide for development on the property as described below and identified in Exhibit “A”.

6.2 Permitted Uses

The following uses are permitted on the Property, as identified by Area on Exhibit “B” (Concept Plan):

A. Parcel Area 1

1. Data Center
2. Uses permitted in the C-1a (General Commercial Limited) zoning district.

B. Parcel Area 2

1. Major Utility – Primary. Electric Substation shall be permitted when established in conjunction with a Data Center Use on Parcel Area 1.
2. Uses permitted in the C-1a (General Commercial Limited) zoning district.

C. Parcel Area 3

1. Uses permitted in the C-1a (General Commercial Limited) zoning district.
2. Office/Warehouse

6.3 Use Definitions

A. Unless otherwise described below, the definitions of all terms used to describe uses in this document shall be those found in the Code of the City of Round Rock, as amended.

1. Data Center shall be defined as an establishment primarily involved in the compiling, storage, and maintenance of digital documents, records, and other types of information in digital form utilizing a mainframe computer, switches, routers, and other infrastructure critical for technology providers.

7. DEVELOPMENT STANDARDS FOR COMMERCIAL DEVELOPMENT AND OFFICE/WAREHOUSE DEVELOPMENT

7.1 Commercial development proposed on Parcel Areas 1-3 shall be in accordance with the development standards of the C1-a (General Commercial Limited) zoning district and the landscape standards of Part III, Chapter 2, Section 8-10 of the Code.

7.2 Office/Warehouse development, as permitted on Parcel Area 3, shall be in accordance with the development standards of the C1-a (General Commercial Limited) zoning district and the landscape standards of Part III, Chapter 2, Section 8-10 of the Code.

8. DEVELOPMENT STANDARDS FOR DATA CENTERS AND ELECTRIC SUBSTATION

8.1 Parking Requirements

- A. Where Data Center use is proposed, no minimum parking shall be required.
- B. Where Major Utility - Primary Electric Substation is proposed, no parking shall be required.

8.2 Building Design

- A. Building materials, articulation, and design shall be in accordance with design standards of the Light Industrial (LI) zoning district as specified in Part III, Chapter 2, Section 2-45.
- B. Building articulation facing IH-35. A minimum of three (3) features from the following list shall be incorporated into the building design:
 - 1. Decorative cornices.
 - 2. Concrete masonry unit (CMU) accents.
 - 3. Decorative tile or metal.
 - 4. Awnings.
 - 5. Parapets.
 - 6. Other feature as approved by the Zoning Administrator.
- C. Building elevation variation facing IH-35. The following regulations shall apply to the primary façade and all building elevations facing a public street (right-of-way):
 - 1. Changes in wall planes shall be provided with a minimum depth of twelve (12) inches at intervals of not more than eighty (80) feet.
 - 2. Building elevations shall include a change in color, texture, and/or exterior wall finish material at horizontal intervals of not more than eighty (80) feet.
- D. No overhead doors shall face IH-35.

8.3 Walls and Fences for Data Centers and Electric Substation

Data Center(s) structures shall be entirely contained within a perimeter wall or fence. The following requirements apply to walls and fences proposed for perimeter security and/or screening purposes:

- A. All walls shall provide a finished face to abutting public rights-of-way and all adjacent properties.
- B. Walls shall not conflict with sight visibility triangles at street intersections or obstruct views from adjacent driveways.

- C. Walls shall be constructed of brick, natural stone, precast concrete panel, or architectural concrete masonry units (“CMU”) and have a decorative finish.
- D. Pillars shall be constructed of masonry, steel, or iron.
- E. The minimum height for perimeter or screening walls/fences shall be no less than eight (8) feet. The maximum height for perimeter or screening walls/fences shall be no more than twenty (20) feet.
- F. Ornamental iron or other decorative view-fencing shall be permitted for Data adjacent to open space areas and public rights of way provided that mechanical equipment yards and electric substation are screened with walls meeting the criteria in 8.4.A-E above.

8.4 Landscaping

Where Parcel Areas 1 and 2 are developed for Data Center use and/or Electric Substation use, the following landscaping standard shall apply:

- A. All applicable requirements for landscaping found in Part III, Chapter 2, Section 8-10 of the Code shall apply, with the following exceptions:
 - 1. The interior parking lot landscaping specified in Section 8-10 (f) shall not be required.
 - 2. The parking lot landscape buffers specified in Section 8-10 (g) shall not be required.
 - 3. The foundation treatment specified in Section 8-10 (h) shall not be required.

B. Perimeter Buffers

Landscape buffers that measure at least eight (8) feet wide shall be provided in the locations depicted on Exhibit “B” Concept Plan. Buffers shall be subject to the following planting requirements:

- 1. Buffer Type 1:
 - i. One (1) large tree shall be provided for every fifty (50) linear feet of buffer length, on center. Large trees shall be a minimum caliper of four (4) inches in diameter at time of planting.
 - ii. One (1) medium tree shall be provided for every fifty (50) linear feet of buffer length. Medium trees shall be a minimum caliper of two (2) inches in diameter at time of planting.
 - iii. One (1) large shrub shall be provided for every eight (8) linear feet of buffer length.
 - iv. Trees and shrubs shall not be planted within utility easements.

2. Buffer Type 2:

- i. One (1) large tree shall be provided for every fifty (50) linear feet of buffer length, on center. Large trees shall be a minimum caliper of four (4) inches in diameter at time of planting.
- ii. One (1) medium tree shall be provided for every fifty (50) linear feet of buffer length. Medium trees shall be a minimum caliper of two (2) inches in diameter at time of planting.
- iii. Trees shall be an evergreen species selected from the City Tree Technical Manual.
- iv. Trees shall not be planted within utility easements.

3. Buffer Type 3:

- i. One (1) medium tree shall be provided for every twenty (20) linear feet of buffer length. Medium trees shall be a minimum caliper of two (2) inches in diameter at time of planting.
- ii. Trees shall be an evergreen species selected from the City Tree Technical Manual.
- iii. Trees shall not be planted within utility easements.

8.5 Monarch Tree Removal

1. Parcel Area 2, as depicted on the concept plan, contains three (3) Monarch trees:

Tree # 960	36" Live Oak
Tree # 963	49" Live Oak
Tree # 964	48" Live Oak

In the event that Parcel 2 develops as an Electric Substation (Major Utility - Primary Electric) use, to accommodate the large footprint, Monarch Tree designation for Tree # 960 may be removed without separate City Council request where:

- i. Mitigation is provided through tree replacement and/or payment of tree mitigation fees as required by Section 8-20 of the Code and,
 - ii. Trees # 963 and # 964 are preserved as specified by Section 8-22 of the Code.
2. Development of Parcel Area 2 to accommodate C-1a (General Commercial Limited) uses shall not qualify for removal of Tree # 960 through this PUD.

9. CHANGES TO DEVELOPMENT PLAN

9.1 Minor Changes

A. The Planning and Development Services Director shall have the authority to administratively approve a minor change to a development plan of up to ten percent (10%) of any numerical standard contained within the plan. Minor changes may include, but not be limited to, adjustments to lot lines, parking and loading areas, driveways, parking counts, building configurations and orientations, architectural design, building and landscaping materials, tree retention, street alignments, sidewalks, drainage facilities, project phasing, lighting, and site layout. The Planning and Development Services Director shall also have the authority to administratively approve a change in the development plan to the maximum height of a free- standing sign or a change to the maximum allowable display area of any signage.

B. Minor amendments shall not include:

1. Changes in land use;
2. Increases in density, building height, or coverage of the site;
3. Decreases in setbacks abutting residential land uses and zoning districts;
4. Decreases in parkland or open space;
5. Any proposed modification that reduces the quality of the PUD, as determined by the Planning and Development Services Director; or any proposed modification that seeks to alter a condition, standard, or requirement that was incorporated into the development plan as a result of public testimony during a Planning & Zoning Commission or a City Council hearing.

9.2 Major Changes.

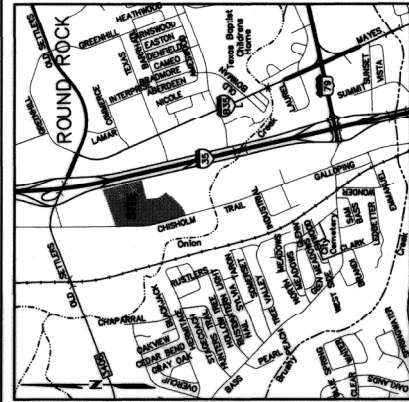
All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

LIST OF EXHIBITS

Exhibit "A" Legal Description

Exhibit "B" Concept Plan

Exhibit "C" Data Center Screening Plan



VICINITY MAP
(NOT TO SCALE)

OWNER:
CHISHOLM TRAIL DEVELOPERS VENTURE, LTD.
C/O HIGHLAND RESOURCES INC.
211 E. 7TH ST. STE. 708
AUSTIN, TEXAS 78701

SURVEYOR:
SHANE SHAFFER, RPLS #6281
DIAMOND SURVEYING, INC.
211 A.W. GRIMES BLVD.
ROUND ROCK, TEXAS 78665
T.B.P.L.S. FIRM NO. 10006900

ENGINEER:
ANTONIO A. PRETE, P.E.
WELTZ & PRETE, INC.
211 A.W. GRIMES BLVD.
ROUND ROCK, TEXAS 78665
FIRM TX. REG. #10308

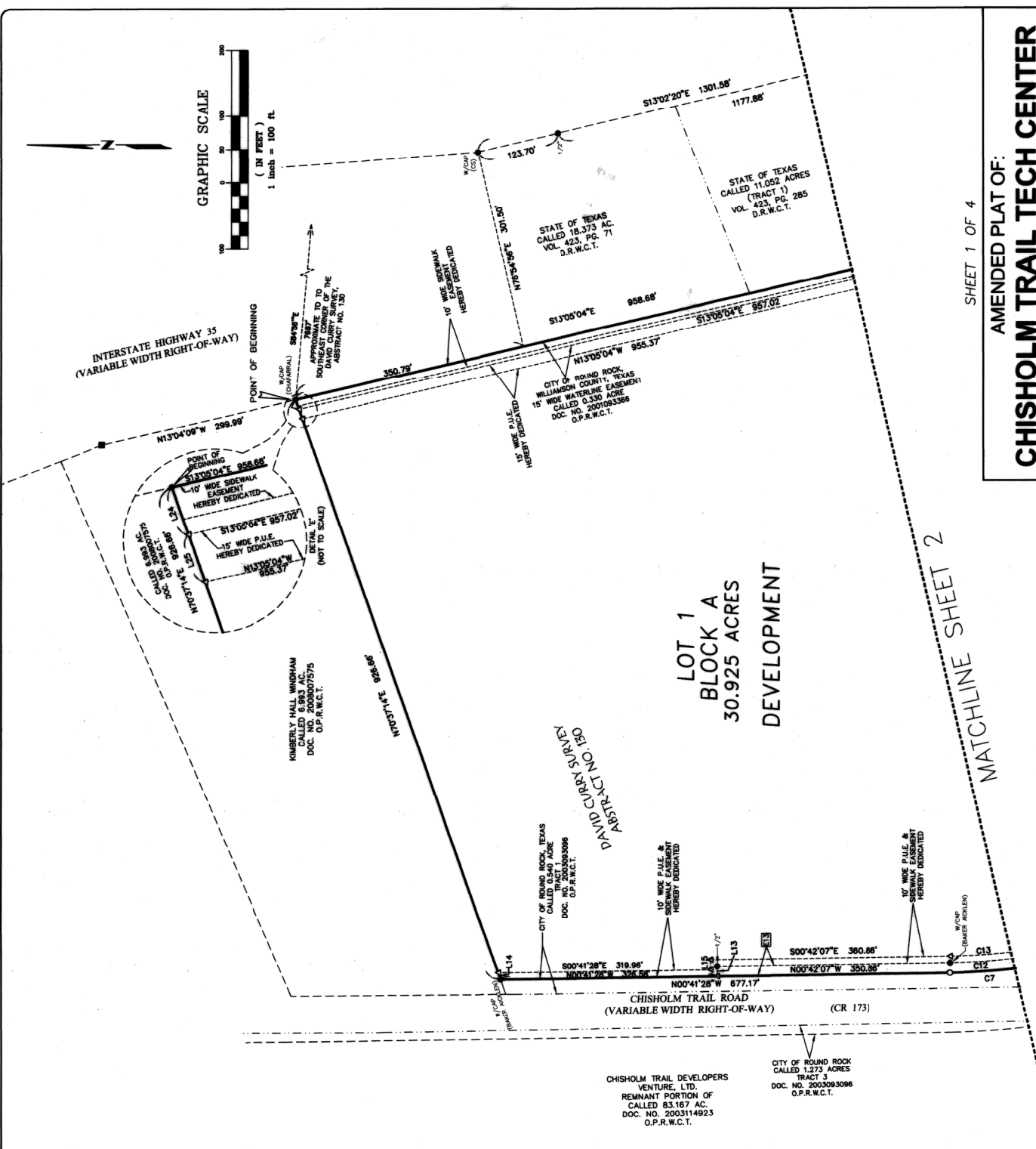
SUBMITTAL DATE: APRIL 7, 2020
PATENT SURVEY: DAVID CURRY SURVEY, ABSTRACT 130
BENCHMARK DESCRIPTION: SQUARE CUT IN CONCRETE LIGHT STANDARD BASE
ELEVATION 736.35
NAD 83 DATUM
GRID COORDINATES:
N=1016502387
E=5127380.52

ACREAGE: 30.925
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: NONE
ACREAGE BY LOT TYPE: 30.925 DEVELOPMENT
NUMBER OF LOTS BY TYPE: 1 DEVELOPMENT



WELTZ & PRETE, INC.
CIVIL ENGINEERS
211 A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #10308

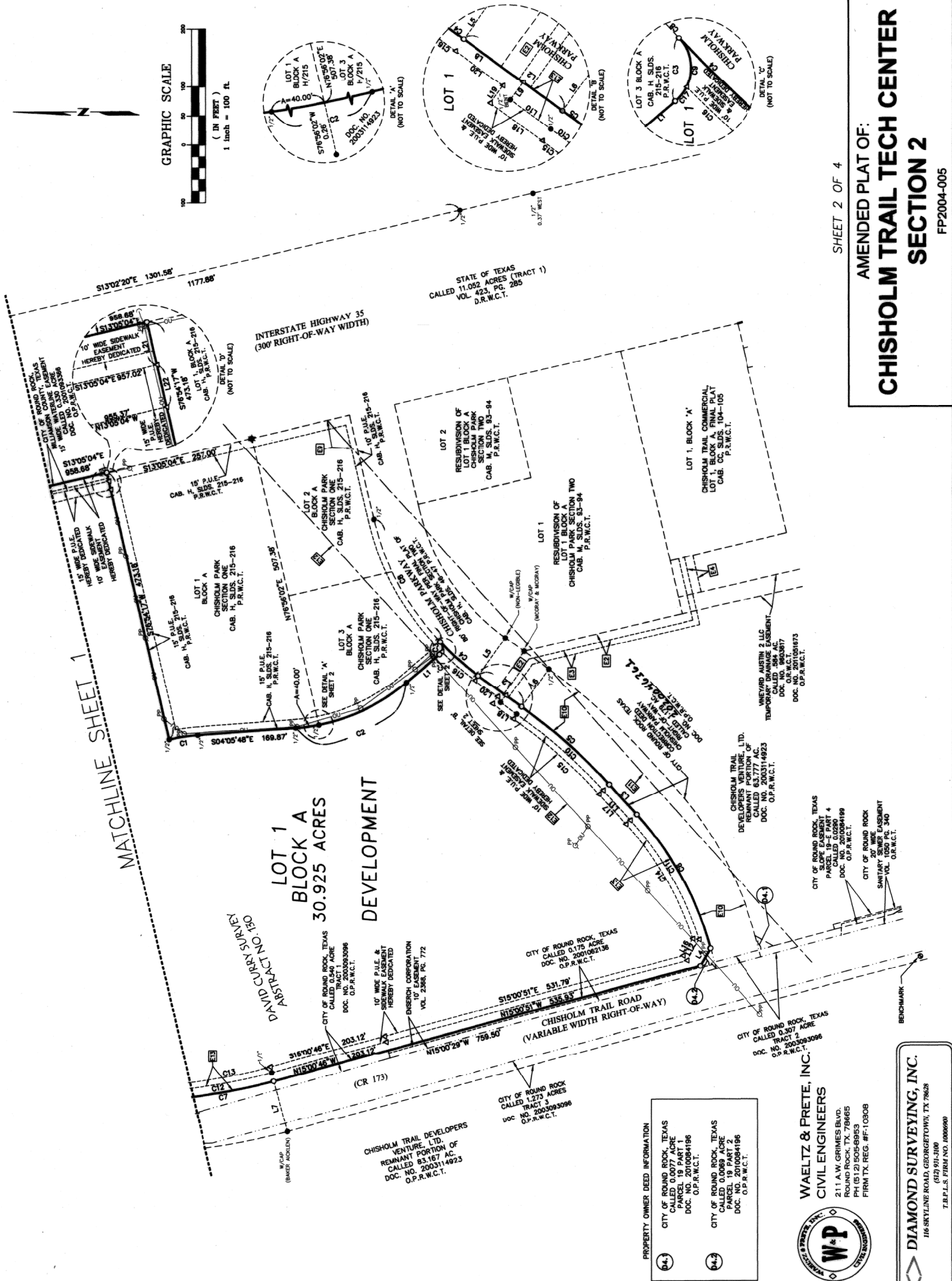
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78626
(512) 951-3100
T.B.P.L.S. FIRM NO. 1006900



AMENDED PLAT OF:
CHISHOLM TRAIL TECH CENTER
SECTION 2
FP2004-005

SHEET 1 OF 4

MATCHLINE SHEET 2



SHEET 2 OF 4

AMENDED PLAT OF:

CHISHOLM TRAIL TECH CENTER

SECTION 2

FP2004-005

WAEELTZ & PRETE, INC.
CIVIL ENGINEERS

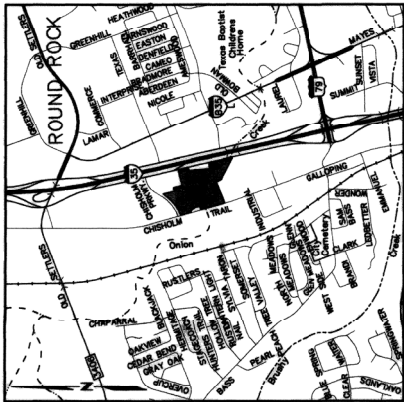
211 A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308



<> DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628

T.B.P.L.S. FIRM NO. 10006900
(512) 991-3100



VICINITY MAP
(NOT TO SCALE)

OWNER: CHISHOLM TRAIL DEVELOPERS VENTURE, LTD
211 E. 7TH ST. STE 209
AUSTIN, TEXAS 78701

SURVEYOR: SHANE SHAFER, RLS #5281
DIAMOND SURVEYING, INC
116 SKYLINE ROAD, GEORGETOWN, TX 78628
T.B.P.L.S. FIRM NO. 10006900

ENGINEER: ANTONIO A. PRETE, P.E.
WELTZ & PRETE, INC
211 N. A.W. GRIMES BLVD
ROUND ROCK, TEXAS 78665

SUBMITTAL DATE: MARCH 17, 2020

DATE OF PLANNING AND ZONING COMMISSION REVIEW: APRIL 15, 2020

PATENT SURVEY: DAVID CURRY SURVEY, ABSTRACT 130

BENCHMARK DESCRIPTION: SQUARE CUT IN CONCRETE LIGHT STANDARD BASE
ELEVATION: 789.35

VERTICAL DATUM: NAVD 88 (GEOD 2012A)

GRID COORDINATES: NAD 83
E-3127300.33

ACREAGE: 26.279

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS: NONE

ACREAGE BY LOT TYPE: DEVELOPMENT 26.245 ACRES

NUMBER OF LOTS BY TYPE: 1 DEVELOPMENT

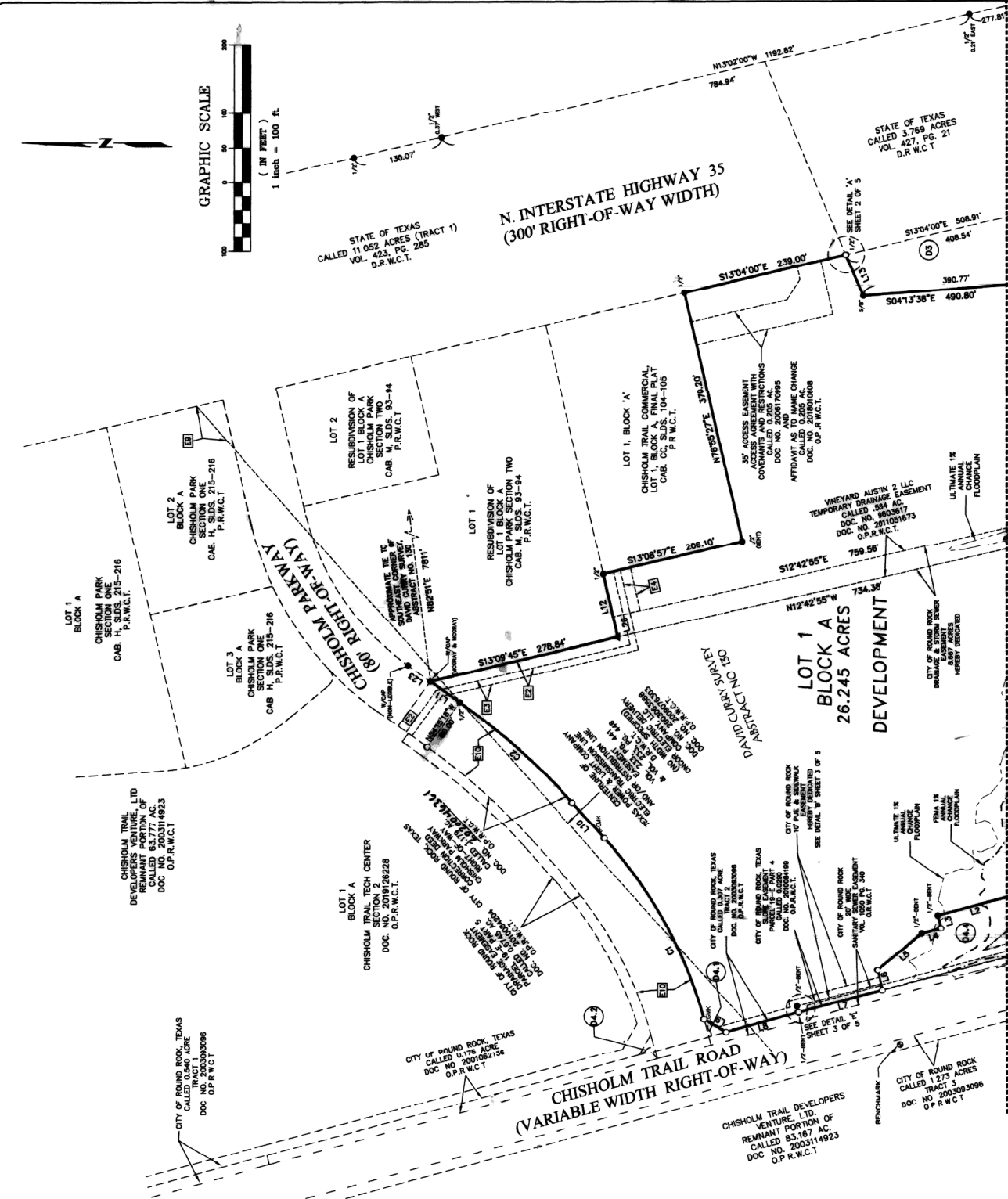
PATENT SURVEY: DAVID CURRY SURVEY, ABSTRACT NO. 130

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
L1	N75°03'20"E	84.01		
L2	N1°44'45"W	149.03		
L3	S75°46'55"W	19.53		
L4	N1°43'05"W	28.78		
L5	S75°15'50"W	29.20		
L6	N1°44'20"W	128.18		
L7	N15°00'28"W	108.43		
L8	N57°00'18"E	38.51		
L9	N67°50'01"E	70.12		
L10	N77°19'22"E	84.50		
L11	S88°44'54"W	64.50		
L12	N77°19'22"E	84.50		
L13	S88°44'54"W	64.50		
L14	N1°44'20"W	128.18		
L15	N25°02'47"W	5.17		
L16	N25°02'47"W	14.10		
L17	N25°02'47"W	24.23		
L18	N25°02'47"W	11.50		
L19	N25°02'47"W	62.10		
L20	S1°44'57"E	66.32		
L21	S1°44'57"E	38.86		
L22	S25°02'47"E	12.00		
L23	N1°44'57"E	19.57		



WELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD
ROUND ROCK, TEXAS 78665
PH (512) 203-9453
FIRM TX REG #1-10308

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(817) 911-3100
T.B.P.L.S. FIRM NO. 10006900

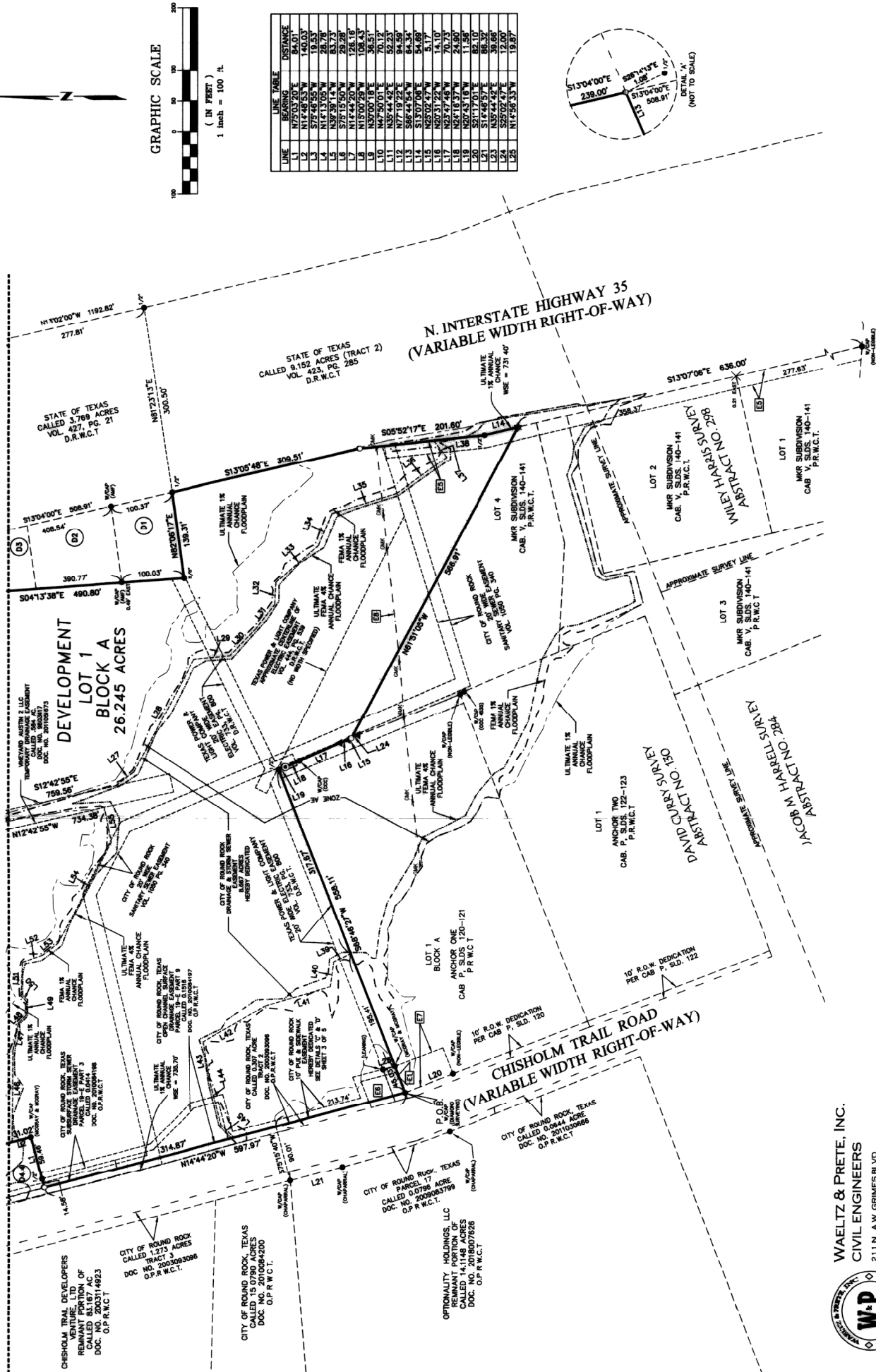


MATCHLINE SHEET 2

FINAL PLAT OF:
CHISHOLM TRAIL TECH CENTER
SECTION 3
FP2003-007

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	840.00'	301.99'	27°02'03"	N81°21'05"E	289.20'
C2	1040.00'	218.42'	17°05'19"	N81°47'22"E	219.02'

MATCHLINE SHEET 1



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LINE	BEARING	DISTANCE
L1	N17°03'20\"E	84.01'
L2	N11°48'53\"W	140.03'
L3	S79°48'55\"W	19.53'
L4	N14°13'05\"W	28.78'
L5	S89°28'14\"W	53.73'
L6	N11°44'20\"W	128.16'
L7	N15°00'29\"W	108.43'
L8	N3°00'18\"E	36.51'
L9	N47°50'01\"E	70.12'
L10	N3°44'42\"E	52.23'
L11	S89°44'42\"E	54.68'
L12	S89°44'42\"E	54.68'
L13	S89°44'42\"E	54.68'
L14	S13°07'00\"E	54.68'
L15	N25°02'47\"W	51.77'
L16	N67°31'22\"W	14.10'
L17	N23°47'48\"W	70.73'
L18	N20°15'16\"W	11.50'
L19	N20°15'16\"W	11.50'
L20	S21°17'01\"E	82.10'
L21	S14°48'57\"E	86.32'
L22	N33°44'42\"E	59.66'
L23	S25°02'47\"E	12.00'
L24	N11°26'33\"W	19.87'



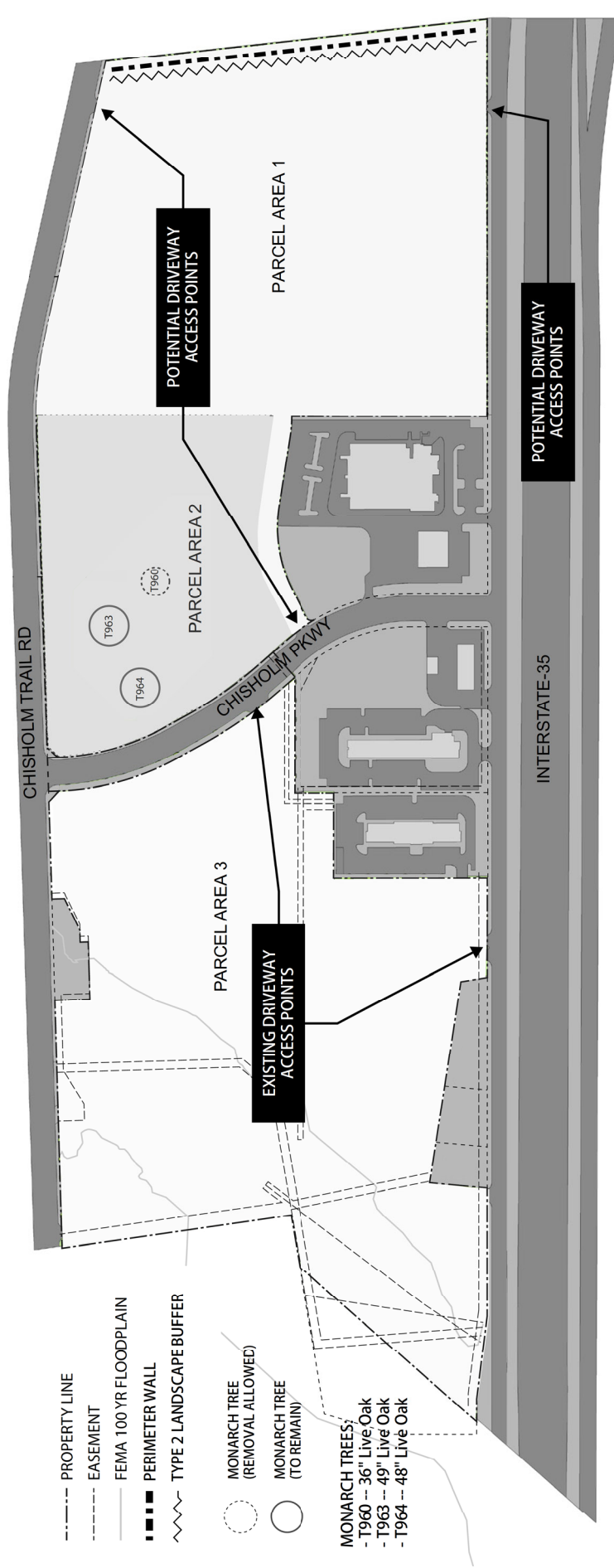
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1040.00'	277.08'	14°05'19\"	N41°47'22\"E	213.92'
C2	1040.00'	219.42'	14°05'19\"	N41°47'22\"E	213.92'

FINAL PLAT OF:
CHISHOLM TRAIL TECH CENTER
SECTION 3
FP2003-007

W&P
WALTEZ & PRETE, INC.
CIVIL ENGINEERS
2111 N. A.W. GRIMES BLVD.
SUITE 100
FARMINGTON, NM 87401
FIRM TX REG. #F10338

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006990

EXHIBIT "B"

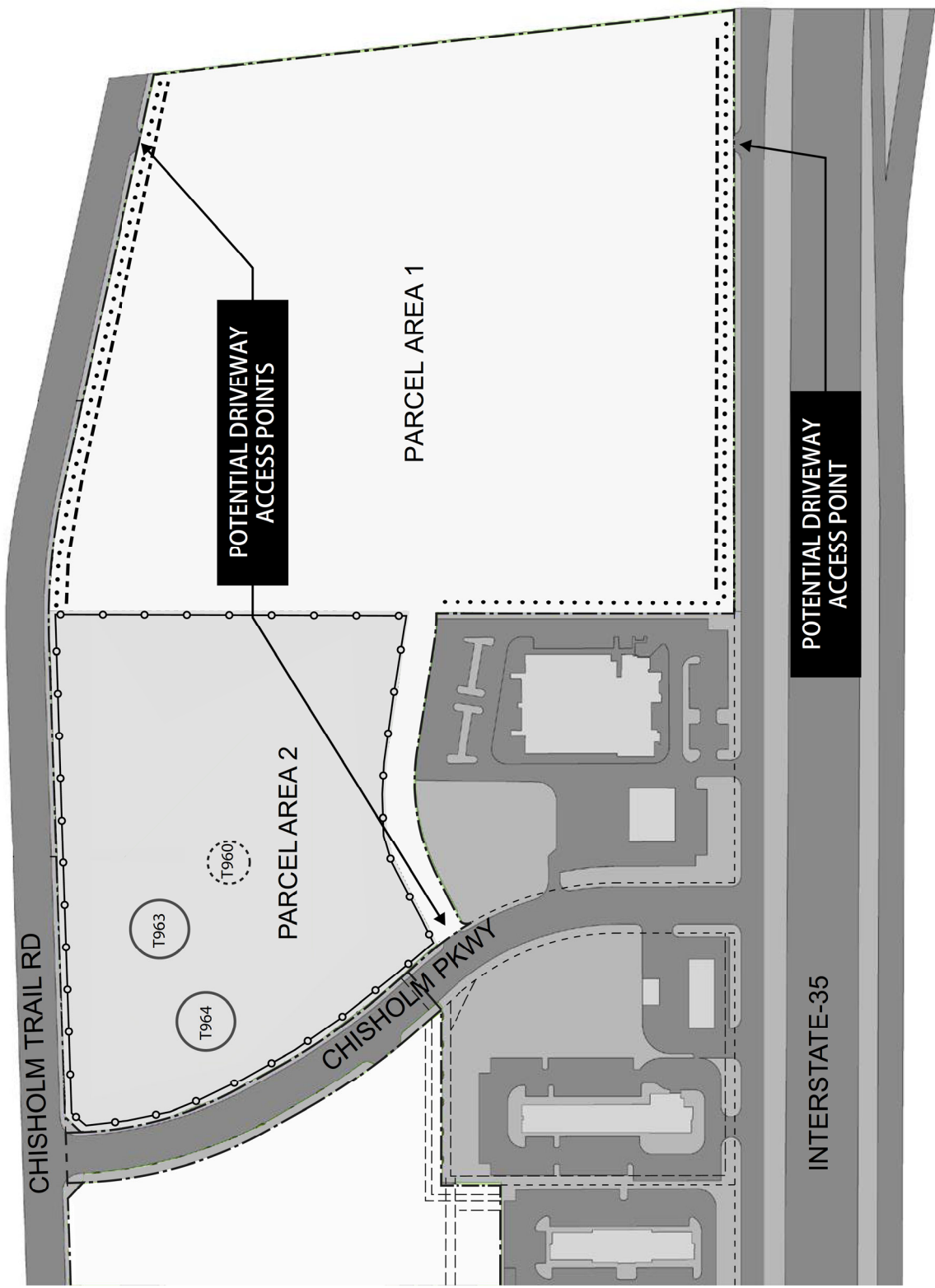


Note: Driveway locations are conceptual and will be finalized at time of site development permit (SDP) in accordance with City standards.

CONCEPT PLAN

ROUND ROCK SITE STUDY

EXHIBIT "C"



- PROPERTY LINE
- EASEMENT
- PERIMETER WALL OR FENCE
- . - . - . TYPE 1 LANDSCAPE BUFFER
- WALL + TYPE 3 L/S BUFFER
- MONARCH TREE (REMOVAL ALLOWED)
- MONARCH TREE (TO REMAIN)

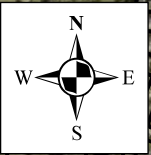
MONARCH TREES:
- T960 -- 36" Live Oak
- T963 -- 49" Live Oak
- T964 -- 48" Live Oak

**DATA CENTER
SCREENING PLAN**

ROUND ROCK SITE STUDY

Note: Driveway locations are conceptual and will be finalized at time of site development permit (SDP) in accordance with City standards.

Screening wall for electric substation and landscape buffer is conceptual and will be finalized at time of site development permit when footprint of substation is finalized.



W Old Settlers Rd

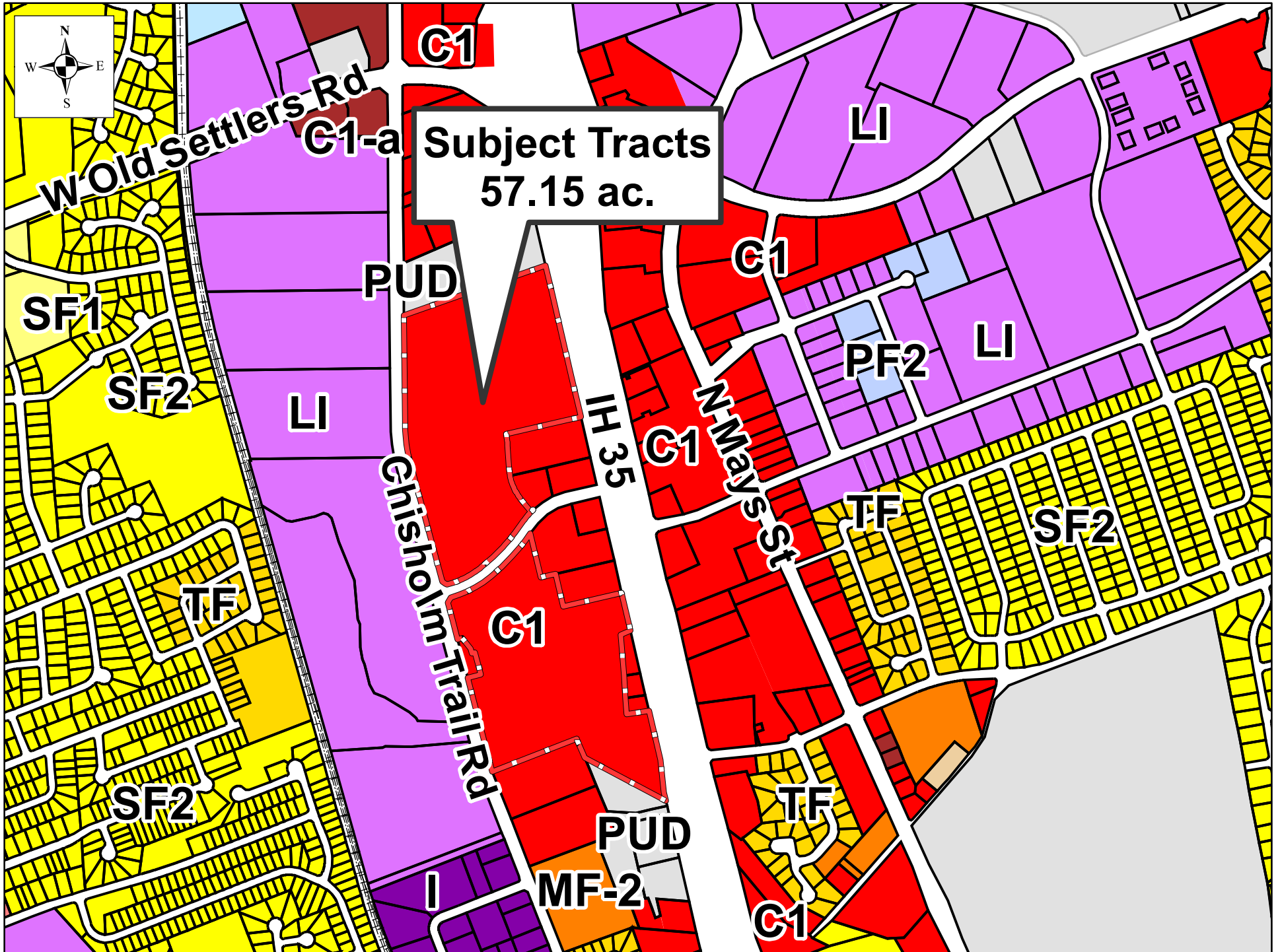
Subject Tracts
57.15 ac.

Chisholm Trail Rd

IH 35

N Mays St







City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: approximately 19.4 acres of real property located east of North Red Bud Lane and adjacent to the Old Settlers Boulevard Extension Project.

Type: Executive Session

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Stephanie Sandre, City Attorney

Cost:

Indexes:

Attachments:

Department: City Attorney's Office

Text of Legislative File TMP-24-0918



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: 509 Sheppard Avenue, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Stephanie Sandre, City Attorney

Cost:

Indexes:

Attachments:

Department: City Attorney's Office

Text of Legislative File TMP-24-0919



City of Round Rock

Agenda Item Summary

Agenda Number: J.3

Title: Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: 512 Burnet Street, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Stephanie Sandre, City

Cost:

Indexes:

Attachments:

Department: City Attorney's Office

Text of Legislative File TMP-24-0920



City of Round Rock

Agenda Item Summary

Agenda Number: J.4

Title: Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of real property to wit: 1004 East Rock Cove, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 11/21/2024

Dept Director: Stephanie Sandre, City Attorney

Cost:

Indexes:

Attachments:

Department: City Attorney's Office

Text of Legislative File TMP-24-0921