



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, May 8, 2025

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [Consider proclaiming May 2025 as "National Preservation Month" in the City of Round Rock.](#)

E.2 [Consider proclaiming June 2025 as "Round Rock Pride Month" in the City of Round Rock.](#)

E.3 [Consider proclaiming May 5th - 9th, 2025 as "Air Quality Awareness Week" in the City of Round Rock.](#)

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 April 24, 2025, City Council meeting.](#)

F.2 [Consider a resolution authorizing the Mayor to execute an Environmental Professional Consulting Services Agreement with Freese and Nichols, Inc.](#)

- F.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Nouveau Texas, LLC for the purchase of elevator maintenance and repair services.](#)
- F.4 [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 to "City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment with Vermeer Texas-Louisiana, Inc."](#)
- F.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Tempset Controls for comprehensive heating, ventilation, and air conditioning services and repairs.](#)
- F.6 [Consider a resolution authorizing the Mayor to execute an Agreement with Pirtek Riverside, LLC for the purchase of hydraulic hose repair and maintenance services.](#)

G. RESOLUTIONS:

- G.1 [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 to "City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Wigington Architects."](#)
- G.2 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Braun and Butler Construction Inc. for the Griffith Remodel and Paseo Project.](#)
- G.3 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Georgetown regarding the encroachment of Georgetown electrical facilities into a Round Rock owned waterline easement.](#)
- G.4 [Consider a resolution authorizing the Mayor to execute an Amended and Restated Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority \(BCRUA\) Regional Water Treatment and Distribution System with the cities of Cedar Park, Leander, and Round Rock.](#)
- G.5 [Consider a resolution authorizing the Mayor to execute the Amended Bylaws for the Brushy Creek Regional Utility Authority \(BCRUA\).](#)
- G.6 [Consider a resolution approving the action of the Brushy Creek Regional Utility Authority \(BCRUA\) in authorizing the execution of Supplemental Contract No. 4 with Walker Partners for the BCRUA Planning Level Evaluation - Phase 2A Water Treatment Plant Expansion Project.](#)

H. ORDINANCES:

- H.1 [Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances \(2018 Edition\), by amending speed zones on portions of Kenney Fort Boulevard from Forest Creek Drive to SH 45 Frontage Roads. \(First reading\)\(Requires Two Readings\)](#)
- H.2 [Consider public testimony regarding, and an ordinance repealing Chapter 26, Article III, After-School Recreation Program Standards of Care, Code of Ordinances \(2018 Edition\) and adopting new and revised Standards of Care for the City's Youth Recreation Program in compliance with Human Resources Code, § 42.041\(b\)\(14\). \(First Reading\)*](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. 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 2nd day of May 2025, 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 proclaiming May 2025 as "National Preservation Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Craig Morgan, Mayor

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-25-1350



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming June 2025 as "Round Rock Pride Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-25-1366



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider proclaiming May 5th - 9th, 2025 as "Air Quality Awareness Week" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-25-1367



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of minutes from the April 24, 2025, City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments: 042425 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-25-1421



City of Round Rock

Meeting Minutes

City Council

Thursday, April 24, 2025

A. CALL MEETING TO ORDER

The Round Rock City Council met in regular session on April 24, 2025 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:04 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.

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

F. MAYOR'S SPECIAL RECOGNITION

F.1 [Consider Mayors Special Recognition of the Stony Point High School student organization "Round Rock Nutrition".](#)

Mayor Morgan recognized the Stony Point High School student organization "Round Rock Nutrition".

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [Consider proclaiming May 2025 as "Motorcycle Safety & Awareness Month" in the City of Round Rock.](#)

Mayor Morgan read and presented the proclamation. Members of the War Disciples accepted the proclamation.

- E.2** [Consider proclaiming April 2025 as "Muscular Dystrophy Awareness Month" in the City of Round Rock.](#)

Mayor Morgan read and presented the proclamation. Members of the Round Rock Fire Department and Round Rock Fire Department Partnership Team for Muscular Dystrophy accepted the proclamation.

G. CONSENT AGENDA:

The following items were considered routine by the City Council and were enacted by one motion. There was no separate discussion on any of these items.

- G.1** [Consider approval of minutes from the April 10, 2025, City Council meeting.](#)
- G.2** [Consider a resolution authorizing the Mayor to execute an Agreement with Robert Madden Industries for the purchase of HVAC equipment and supplies.](#)
- G.3** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Raba Kistner, Inc. for 2025 On- Call Geotechnical Engineering Services Work Authorization.](#)
- G.4** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Terracon Consultants, Inc. for 2025 On-Call Geotechnical Engineering Services Work Authorization.](#)
- G.5** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Ettl Engineers & Consultants Inc. for 2025 On-Call Geotechnical Engineering & Testing Services Work Authorization.](#)
- G.6** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for 2025 On-Call Structural Engineering Services Work Authorization.](#)

- G.7** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for the 2025 On-Call Structural Engineering Services Work Authorization.](#)
- G.8** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for 2025 On-Call Traffic Operations Engineering Services Work Authorization.](#)
- G.9** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with The Goodman Corporation for 2025 On-Call Traffic Operations Engineering Services Work Authorization.](#)
- G.10** [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for 2025 On-Call Traffic Operations Engineering Services Work Authorization.](#)

Approval of the Consent Agenda

A motion was made by Council Member Ortega , seconded by Council Member Ly, to approve the Consent Agenda. The motion carried 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. RESOLUTIONS:

- H.1** [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Cash Construction Company, Inc. for the Gattis School Road Segment 3 Project.](#)

Michael Thane, Public Works Executive 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

H.2 [Consider a resolution authorizing the Mayor to execute a Guaranteed Price Amendment to the Construction Manager at Risk Standard Form of Agreement between the City and SpawGlass Contractors, Inc for the Old Settlers Buildout Project - Maintenance Facility \(Package 3B\).](#)

Chad McDowell, General Services Director made the staff presentation.

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

Ayes: 7 - Mayor Morgan
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 a resolution authorizing the Mayor to execute an Agreement with Star of Texas Events for the purchase of tent and event rentals.](#)

Sara Bustilloz, Communications and Marketing Director made the staff presentation.

A motion was made by Council Member Fleming, 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

H.4 [Consider a resolution authorizing the Mayor to execute an Agreement between the City of Round Rock and the Round Rock Transportation and Economic Development Corporation \(RRTEDC\) to Pay Debt Service on the 2025 Combination Tax and Limited Revenue Certificates of Obligation issued by the City of Round Rock.](#)

Kevin Klosterboer, 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.5 [Consider a resolution authorizing the Mayor to execute a Second Amendment and Restatement of the Williamson County Regional Animal Shelter Interlocal Agreement to add Georgetown as a full member of the Williamson County Regional Animal Shelter](#)

Kevin Klosterboer, CFO 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

I. ORDINANCES:

I.1 [Consider an ordinance authorizing the issuance of General Obligation Bonds, Series 2025; levying an ad valorem tax in support thereof; awarding the sale of the Bonds and authorizing other matters related to the Bonds. \(First Reading, Second Reading Not Required\)](#)

Kevin Klosterboer, CFO made the staff presentation.

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

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

Nays: 0

Absent: 0

I.2 [Consider an ordinance authorizing the issuance of Combination Tax and Limited Revenue Certificates of Obligations, Series 2025; levying an ad valorem tax and pledging certain revenues in support thereof; awarding the sale of the Certificates and authorizing other matters related to the Certificates. \(First Reading, Second Reading Not Required\)](#)

Kevin Klosterboer, CFO made the staff presentation.

A motion was made by Council Member Fleming, seconded by Council Member Ortega, to approve 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.3 [Consider an ordinance authorizing the issuance of Limited Tax Notes, Series 2025; levying an ad valorem tax rate in support thereof; awarding the sale of the Notes and authorizing other matters related to the Notes. \(First Reading; Second Reading Not Required\)](#)

Kevin Klosterboer, CFO made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Montgomery, to approve 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

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST (*CONTINUED*)

K. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 6:38 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 Environmental Professional Consulting Services Agreement with Freese and Nichols, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Michel Thane, Executive Director of Public Works

Cost: \$250,000.00

Indexes: Stormwater Fund; Self-Financed Stormwater Construction

Attachments: Resolution, Exhibit A, 1295

Department: Public Works

Text of Legislative File 2025-120

The City previously had a contract for environmental consulting services on an as-needed basis. Multiple City departments used this contract for tasks such as: environmental review and permitting support, geological assessment, and general consulting related to environmental concerns.

The contract has expired and a Request for Qualification (RFQ) process was opened to engineering firms to submit their information. Upon review of the submitted RFQs, Freese and Nichols, Inc. was chosen as the best qualified firm to provide these support services. The contract will include the following tasks, but will not be limited to:

- Environmental Review, Permitting, and Analysis - support for City projects and/or interests regarding compliance with various Federal and State Regulatory Agencies (ex. USFWS, TCEQ, TPWD, USACE, or EPA).
- Hazardous Materials, Hazardous Waste, and Solid Waste Management Issues - assistance with the management of City-generated hazardous/special waste, hazardous/special material spills, clean up, and restoration.
- Facilities Environmental Management and Inspections - assistance with evaluation and management of stormwater monitoring, inspections, asbestos, mold, lead-based paint, or indoor air quality concerns.
- Training and Public Education - providing training on Illicit Discharge Detection and MS4 inspections to the City and/or the general public.

Funding sources will be determined by individual work authorization agreements under this contract. The term of the contract is four years and will expire in 2029.

Cost: \$250,000

Source of Funds: Stormwater Fund; Self-Financed Stormwater Construction

RESOLUTION NO. R-2025-120

WHEREAS, the City of Round Rock (“City”) desires to retain environmental professional consulting services on an as-needed basis; and

WHEREAS, Freese and Nichols, 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 Freese and Nichols, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Freese and Nichols, Inc. for Environmental Professional Consulting 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT**"A"**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND FREESE AND NICHOLS, INC.
FOR
ENVIRONMENTAL PROFESSIONAL CONSULTING SERVICES**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THIS AGREEMENT for environmental professional consulting services on an as-needed basis (the "Agreement"), is made on this _____ day of _____, 2025, 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 FREESE AND NICHOLS, INC., located at 10431 Morado Circle, Suite 300, Austin, TX 78759 (the "Consultant").

RECITALS:

WHEREAS, City has determined that it has a need for environmental professional consulting 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 work, estimated to be May 8, 2029.

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 CITY SERVICES

City shall provide the services set forth in **Exhibit “A”** titled, “City Services,” which shall be incorporated herein by reference for all purposes.

3.0 SCOPE OF SERVICES

A. Consultant has provided its proposal for Consulting Services, such proposal for Consulting Services being attached hereto as **Exhibit “B”** 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 “B”** in compliance with the Work Schedule attached hereto as **Exhibit “C,”** incorporated herein by reference for all purposes. 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.

4.0 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 “B,”** and may only be modified by a written Supplemental Agreement executed by both parties as described in **Section 10.0**.

5.0 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 Fee Schedule attached hereto as **Exhibit “D,”** and incorporated herein by reference for all purposes.

B. Consultant’s total compensation for Consulting Services hereunder shall not exceed **\$250,000.00**. This amount represents the absolute limit of City’s liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant’s fees for work done on behalf of City.

6.0 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 8** 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

16.0 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.

17.0 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.

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 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.

19.0 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.

20.0 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.

21.0 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.

22.0 DESIGNATION OF REPRESENTATIVES

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

Joseph Daley
Project Manager
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-6646

23.0 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:

Tam Tran
Project Manager
10431 Morado Circle, Suite 300
Austin, TX 78759

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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 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.

31.0 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

Freese and Nichols, Inc.

By: _____
Printed Name: Robert W. Chambers
Title: Vice President/Principal
Date Signed: 04/11/2025

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Consultant that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Consultant; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Consultant in the course of the Consultant's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Consultant; and timely provisions of comments, if any, to the Consultant resulting from said reviews.

EXHIBIT B

Scope of Services

The City of Round Rock is seeking assistance on an as-needed basis for environmental related tasks. The Consultants will provide a support team with sufficiently qualified staff to ensure prompt availability with minimal notice for each task.

Work authorizations (WAs) will be issued with discrete scopes and budgets. To maintain accurate accounting of contract value authorized and spent, the Consultant will provide a monthly report summarizing all WAs issued, total budget amount, cumulative invoiced amount, current invoice amount, budget remaining and status of the work completion. This monthly reporting task would be a stand-alone line item and should be included by the City of Round Rock in budgeting purposes as a fixed, monthly cost (see Exhibit D – Labor Rates 2025).

Types of technical work may include:

Environmental Review, Permitting and Analysis

Support for City projects and/or interests regarding compliance with various Federal and State Regulatory Agencies including: Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Texas Parks and Wildlife Department (TPWD).

Work may include biological surveys, archaeological surveys, and other environmental assessment activities necessary for site assessments, risk assessment and management, records management, construction support, regulatory strategy and liaison for the following:

- Phase I and II Environmental Site Assessments (ESAs)
- National Environmental Policy Act (NEPA) Documentation
- TCEQ Edwards Aquifer Protection Program
- USACE 404 Permitting and Regulatory Wetland Delineations
- Total Maximum Daily Load (TMDL) and associated I-Plan
- TCEQ TPDES Wastewater Treatment Plant Permitting and Compliance Support
- TCEQ Drinking Water Supply Permitting and Compliance Support

Hazardous Materials, Hazardous Waste, and Solid Waste Management Issues

Assistance with Federal and State environmental regulations governing the management of city-generated hazardous/special waste, hazardous/special material spills, clean up, and restoration.

Work may include support and guidance regarding the storage, transportation, use, removal, lawful disposal, manifests, underground tanks, health and safety concerns, training, and permit requirements. Tasks may include hazardous and special waste management services (including but not limited to): preparation of annual waste reports, training for City staff regarding waste management, and assistance to the City regarding the classification, and proper disposal of waste.

Facilities Environmental Management & Inspections

Asbestos: The Consultant may be required to perform asbestos surveys, prepare abatement project specifications, and oversee abatement activities. The Consultant shall provide a Licensed Asbestos Consultant Agency and a Licensed Asbestos Individual Consultant to perform or oversee the services.

Other Related Risks (e.g. Mold, Lead-Based Paint, Radon, and Radiation): The Consultant or subconsultant may be required to provide guidance and assistance regarding the assessment and remediation for potential mold, lead-based paint, radon, radiation, and/or indoor air quality concerns.

Storm Water Management: The Consultant may be required to assist the City with management of its TPDES MS4, CGP, and/or MSGP permits including providing direction and guidance in storm water pollution prevention plans (SWP3). The Consultant may also be required to conduct storm water monitoring, training, and inspections of City facilities in relation to appropriate permits.

Training & Public Education

The Consultant may be asked to provide training, in-person or virtual, on topics related to Illicit Discharge Detection and Elimination (IDDE) and MS4 to the City and general public. The Consultant may also be responsible for providing educational materials and access to any other related published materials related to the training events.

In support of the activities above, the consultant may also be required to:

Task Supplemental 1: Analytical Laboratory Services

The City expects that analytical laboratory services will be required for this contract to perform analytical testing in support of the above mentioned environmental services. The laboratories should maintain accreditation by an approved, independent accrediting organization, e.g., American Association of Laboratory Accreditation (A2LA) and/or demonstrate successful participation in appropriate proficiency analytical testing programs for the testing that they will perform under this contract, and/or be in good standing with TCEQ and EPA, as necessary.

Task Supplemental 2: Texas Antiquities Code/Texas Historical Commission

It is not uncommon for environmental and archeological consulting services to overlap on the same project. The consultant (or its subconsultants) may be required to conduct investigations for environmental, antiquities, and historical concerns often inform and direct decisions on land acquisition, preliminary site layout, etc. Antiquities/Historical consultants shall have knowledge and experience of Federal and State regulations and grant requirements.

1. KEY PERSONNEL

A summary of the proposed engineering team including names and titles are presented in Table B-1.

**TABLE B-1
SUMMARY OF PROPOSED CONSULTANT TEAM PERSONNEL**

NAME	TITLE
Tam Tran	Project Manager, Professional 4
Kelsey Calvez	Assistant Project Manager, Professional 4
Jimmy Gibson, III. PE	Principal-in-Charge, Professional 6
Tom Dixon	Senior Advisor, Professional 6
Kimberly Buckley. PG	Senior Advisor, Professional 6
Charles Gaddy. PE, PG	Professional 6
Jason Esselburn. PG	Professional 4
Ryan Deal	Professional 4
Aaron Petty	Professional 4
Katie Leatherwood. PG	Professional 4
Brian King	Professional 4
Johnny Rebler. PG	Professional 3
Connor Kee. PG	Professional 3
Aminda Benkel	Professional 2
Anna Coppellotti	Professional 1
Brooke Salisbury	Professional 1
Aaron Norment	Project Archeologist
Joyce Kristiansson. CEP, CHMM, CPEA	Director
Gayle Marshall	Project Manager
Kyle Alexander	Project Manager
Ariana Dean	Laboratory Manager

EXHIBIT C

Work Schedule

All work shall be completed by May 8, 2029.

(Work Schedule to be determined with each individual Work Authorization.)

EXHIBIT D- Fee Schedule

Env Services, 2025-2029

Freese and Nichols, Inc.

Labor Category	Hourly rate
Professional 1	\$132
Professional 2	\$162
Professional 3	\$180
Professional 4	\$208
Professional 5	\$243
Professional 6	\$278

Targus Environmental, Subconsultant

Labor Category	Hourly rate
Admin	\$88
Staff	\$91
Manager	\$107
Associate	\$107
Project Manager	\$175
Principal	\$180

Kristiansson ESG, Subconsultant

Labor Category	Hourly rate
Administrative	\$80
Staff Professional	\$100
Consultant/Engineer/Scientist I	\$125
Consultant/Engineer/Scientist II	\$150
Senior Consultant/Engineer/Scientist	\$175
Principal Consultant/Engineer/Scientist	\$195
Partner/Director/Discipline Expert	\$225

Environmental Research Group (ERG), Subconsultant

Labor Category	Hourly rate
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LCRA Environmental Laboratory Services, Subconsultant

Labor Category	Hourly rate
-----------------------	--------------------

* not usually considered for professional services rates. Prices are negotiated per task order or work authorization.

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:
2025-1290144

Date Filed:
04/02/2025

Date Acknowledged:

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

Freese and Nichols, Inc.
Fort Worth, TX United States

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.

Contract
On-Call Environmental Professional Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reedy, Mike	Houston, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Chambers, Robert	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Brown, Jessica	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Stephanie Bedison, and my date of birth is .

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 2 day of April, 20 25.
(month) (year)

Stephanie Bedison

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2025-1290144

Date Filed:
04/02/2025

Date Acknowledged:
04/02/2025

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.

Contract
On-Call Environmental Professional Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reedy, Mike	Houston, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Chambers, Robert	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Brown, Jessica	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	

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

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Nouveau Texas, LLC for the purchase of elevator maintenance and repair services.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Chad McDowell, Director of General Services

Cost: \$628,540.00

Indexes: General Fund

Attachments: Resolution, Exhibit, Bid Tab, 1295

Department: General Services

Text of Legislative File 2025-112

This agreement with Nouveau Texas, LLC is to purchase elevator maintenance and repair services. The solicitation FRP-24-034 was advertised and received 5 bids.

Based on evaluations Nouveau Texas, LLC offers the best value to the City. 60 month agreement.

Cost: \$628,540.00

Source of Funds: General Fund

RESOLUTION NO. R-2025-112

WHEREAS, the City of Round Rock (“City”) has duly sought proposals for the purchase of elevator maintenance and repair services; and

WHEREAS, Nouveau Texas, LLC submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with Nouveau Texas, LLC for the purchase of elevator maintenance and repair services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Nouveau Texas, LLC for Purchase of Elevator Maintenance and Repair Services, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

AGREEMENT BETWEEN THE CITY OF ROUND ROCK AND NOUVEAU TEXAS, LLC FOR PURCHASE OF ELEVATOR MAINTENANCE AND REPAIR SERVICES

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

This Agreement ("Agreement") is made and entered into on this the ____ day of _____, 2025, 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 NOUVEAU TEXAS, LLC, whose offices are located at 11810 Parliament Street, San Antonio, Texas 78216 referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase elevator maintenance and repair services; and

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

WHEREAS, City has determined the proposal submitted by Vendor provides the best value to the City; and

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

NOW, THEREFORE, 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 is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 24-034 dated September 2024 ("RFP"); (b) Vendor's Proposal; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
 - (2) Vendor's Proposal;
 - (3) City's Request for Proposals, Addenda, exhibits, and attachments.
- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means Nouveau Texas, LLC, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the Effective Date
- C. City reserves the right to review the relationship at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

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

The Services which are the subject matter of this Agreement are described in Exhibit "A" which is fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED; SCOPE OF WORK

- A. All items in "Attachment B – Cost Proposal Sheet" of Exhibit "A" are awarded to Vendor.
- B. Vendor shall satisfactorily provide all Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to 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 COSTS

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

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **\$628,540.00** for the term of this Agreement.

6.0 INVOICES

A. 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 Services provided; and
4. Delivery dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives the 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 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 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 Services performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.0 GRATUITIES AND BRIBES

City may, by written notice to 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.

11.0 TAXES

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

12.0 INSURANCE

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

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

13.0 CITY'S REPRESENTATIVE

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

Eric Dady
General Services Department
212 Commerce Boulevard
Round Rock, TX 78664
(512) 688-0350
edady@roundrocktexas.gov

14.0 RIGHT TO ASSURANCE

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

15.0 DEFAULT

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

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

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

16.0 TERMINATION AND SUSPENSION

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

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

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

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

17.0 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.

18.0 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.

19.0 ASSIGNMENT AND DELEGATION

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

20.0 NOTICES

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

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

Notice to Vendor:

Nouveau Texas, LLC
11810 Parliament Street
San Antonio, Texas 78216

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.

21.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

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

22.0 EXCLUSIVE AGREEMENT

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

23.0 DISPUTE RESOLUTION

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

24.0 SEVERABILITY

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

25.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. 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.

Nouveau Texas, LLC

By: 

Printed Name: Logan Hersley

Title: Business Development

Date Signed: 3/25/2025

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

Exhibit "A"



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

REQUEST FOR PROPOSAL (RFP)

ELEVATOR MAINTENANCE AND REPAIR SERVICES

SOLICITATION NUMBER 24-034

September 2024

Exhibit "A"

ELEVATOR MAINTENANCE AND REPAIR SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in elevator maintenance and repair. The elevators will be located at various addresses throughout the City of Round Rock.

The City requires comprehensive maintenance and repair services for a dozen or more elevators of various makes and models. An anticipated Contract award will be made by the City in an amount not-to-exceed \$100,000 per year for an estimated total contract value of \$500,000.00. In addition, the City plans to allocate \$150,000 in contingency funds for potential new installations or modifications.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages(s) 1-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-10
Part IV – Scope of Work	Page(s) 11-15
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 16-18
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B – Cost Proposal Sheet	Separate Attachment
Attachment C – Reference Sheet	Separate Attachment
Attachment D – City of Round Rock Passenger Elevators (Williamson County)	Separate Attachment
Attachment E -- Certificate of Insurance Instructions	Separate Attachment
Attachment F – Prevailing wage	Separate Attachment
Attachment G - Sample Work Order	Separate Attachment
Attachment H- Sample Invoice	Separate Attachment

Exhibit "A"

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

EVENT	DATE
Solicitation released	September 25th, 2024 @ 4:00 PM, CST
Optional Pre-Proposal meeting	October 7, 2024 @ 9:00 AM, CST
Deadline for submission of questions	October 18, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximate October 25, 2024 @ 5:00 PM, CST
Deadline for submission of responses	November 22, 2024 @ 3:00 PM, CST

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

<https://roundrocktexas.bonfirehub.com>

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

<https://roundrocktexas.bonfirehub.com>

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

5. OPTIONAL PRE-PROPOSAL MEETING, SITE VISIT, AND/OR INSPECTION: A pre-proposal meeting/site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting/site visit will be conducted on the date specified in PART I, Section 3- Schedule of Events.

- A. Attendance at the pre-proposal meeting/site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour will be conducted to enable Respondents to assess conditions. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the Optional pre-proposal meeting and site visit tour which shall initially begin at:

City of Round Rock - City Hall Council Chambers, 1st Floor

221 E. Main Street

Round Rock, Texas 78664

- B. Respondents will be responsible for their own transportation for the site visit tour.
- C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
- D. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.

6. RESPONSE DUE DATE: Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>

- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
- B. No paper or submittals outside of Bonfire will be accepted by the City.

Exhibit "A"

- C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.

Exhibit "A"

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

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

Exhibit "A"

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

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

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing elevator maintenance and repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States, will not be included for consideration in this RFP process.
 - E. Must have a Physical place of business in Central Texas
 - F. Ability to service multiple elevator brands. (see attached list of current elevators within the City)
 - G. The Respondents workforce shall comply with all regulations concerning licensing or certifications put forth by the Texas Department of Licensing & Regulation (TDLR.) All employees, with the exception of apprentices, who perform relative work on City property must be certified as a Certified Elevator Technician (CET) or Qualified Elevator Inspectors (QEI).
 - H. Provide documentation of certifications and or licensing held by the Respondents' personnel.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in elevator maintenance and repair.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment F and comply with all applicable sections of Chapter 2258.

Attachment F – Prevailing Rates are posted in Solicitation Documents for IFB No. 24-034 Elevator Maintenance and Repair Service on the City of Round Rock Bonfire website at:
<https://roundrocktexas.bonfirehub.com>
5. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or

Exhibit "A"

release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.

6. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:

- A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7. **WORKFORCE:** Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

8. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 10%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

10. **PRICE INCREASE:** Contract prices for elevator maintenance and repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

Exhibit "A"

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. **Procedure to Request Increase:**
- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
11. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
12. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
13. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
14. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

15. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. The City's designated representative shall be:
- | | |
|---|---|
| Eric Dady | Danny Dzialo |
| Facility Maintenance Manager | Superintendent Facility Maintenance |
| General Services | General Services |
| (512) 688-0350 | (512) 671-2781 |
| E-mail: Edady@roundrocktexas.gov | Ddzialo@roundrocktexas.gov |
- C. **Do not contact (s) the individual listed above with questions or comments during the course of the solicitation.**

16. INTERLOCAL PURCHASING AGREEMENTS:

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

Exhibit "A"

PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in in elevator maintenance and repair. The elevators will be located at various addresses throughout the City of Round Rock.
2. **CONTRACTOR REQUIREMENTS:** The Contractor shall:
 - A. Ensure that personnel assigned to work under this contract have a minimum of three (3) years' experience in all critical mechanical, electrical, electronic, and microprocessor elements of Schindler, Dover, and TKE elevators.
 - B. Notify the City if changes in personnel responding to City service calls has occurred and shall provide the City with copies of certification and qualifications of new personnel assigned to service elevators under this contract.
 - C. Meet with facility management prior to conducting tests or inspections or repairs. They should be familiar with site equipment and should be prepared to discuss any risks associated with performing the work.
 - D. Perform regularly scheduled inspections for all City of Round Rock buildings each year throughout the term of the contract. Contractor must respond to scheduling inspections with the City within seven calendar days of being notified.
 - E. Notify the facility maintenance designee upon arrival to and at departure from a facility.
3. **SERVICE REQUIREMENTS:** The Contractor shall:
 - A. Maintain the elevators in accordance with all federal, state, and local codes. These include, but are not limited to:
 - i. American National Standards Institute (ANSI) Safety Code A17.1, or the latest ANSI revision referring to elevator and escalator equipment maintenance and inspection,
 - ii. Americans with Disabilities Act (ADA)
 - iii. American Society of Mechanical Engineers (ASME) A17.1 - Safety Code for Elevators and Escalators,
 - iv. ASME A17.3 - Safety Code for Existing Elevators and Escalators,
 - v. National Fire Protection Association (NFPA) Supplement 4- Life Safety Code Handbook,
 - vi. Underwriters Laboratories (UL) Standard 104 - Elevator Door Locking Devices and Contacts,
 - vii. UL Standard 1084 - Outline of Investigation for Hoistway Cables.
 - viii. American Standard Safety Code for Elevators & Escalators
4. **PREVENTATIVE MAINTENANCE:** The Contractor shall:
 - A. Perform maintenance on all systems to keep the system equipment operable. Maintenance shall be performed per the most current standards and manufacturers' specifications on a quarterly basis
 - B. Examine elevator equipment and review the following for optimum operation:
 - i. Control and landing position systems
 - ii. Signal fixtures, lighting, sensors
 - iii. Machines, drives, motors, governors, sheaves, and ropes
 - iv. Power units, pumps, valves, and jacks
 - v. Car and hoistway door operating devices and door protection equipment
 - vi. Identify leaks
 - vii. Loadweighers, car frames and platforms, and counterweights
 - viii. Safety mechanism
 - C. Clean doors, jibs, sills and other parts to eliminate debris and maintain proper functioning of elevators.
 - D. Change oil, lubricate equipment, and adjust elevator parts and components, etc.

Exhibit "A"

- E. Re-lamp all signals as required during regularly scheduled visits and repair or replace components worn due to normal wear and tear.
- F. Document all work performed on the "Maintenance Task & Records" logs provided with each controller and report findings via a detailed list of services and replaced parts/components that were applied to each preventative maintenance service call along with the invoice.

5. **CORRECTIVE REPAIRS:** The Contractor shall:

- A. Not begin work until the Contractor receives a Purchase Order from the City during regular business hours. For emergency repairs that occur outside normal business hours, the City will give the vendor a notice to proceed before work can begin. The vendor must submit a formal quote/estimate, to the City by the close of business on the next available business day.
- B. Return a vandalized elevator to good working order, should the occasion arise.
- C. Be responsible for all replacement parts, including OEM and proprietary parts, as required by this Contract. If, during the term of the Contract, certain elevator or escalator components become obsolete and new OEM parts may not be available, the Contractor may provide rebuilt OEM parts or use new parts from another manufacturer with prior written approval from the City's designated contact. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to original or OEM parts and free from defects.
- D. Make repairs of the following nature; this list is not all-inclusive:
 - i. Replace Braille chicklet (push buttons)
 - ii. Repair faulty signals
 - iii. Install key switch bezels
 - iv. Wiring issues (elevator stuck with doors open, replaced power supply, reset tripped overload)
 - v. Replace boards (DMC expansion boards, PLC board).
 - vi. Software installation
 - vii. Replace housings
 - viii. Install ADA phones
 - ix. Replace pickup roller
 - x. Adjust doors
 - xi. Adjust door motors
 - xii. Replace doors
- E. Coordinate after any testing or repairs with the designated contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards within 48 hours. Any delays should be communicated with the City's Point of Contact.
- F. Provide one hardcopy and one digital copy of the test/inspection report documenting any testing, inspections performed, or as-built drawings to the work site Project Manager or their designee within 48 hours of the completion of work.
- G. Notify the facility management designee before leaving the site if a system or component of a system is "red-tagged."
- H. If equipment is red-tagged the Contractor will work proactively with the facility management designee to resolve the issue within 72 hours unless otherwise discussed and agreed upon. Yellow tagged items shall be corrected within 5 days of receiving yellow tag.
- I. Clean all debris resulting from work before leaving the area.
- J. Work with the City to convert all elevators to be monitored either by cellular or data cabling, all POTS lines will be abandoned.

6. **ANNUAL SAFETY TEST:** Contractor shall test equipment as outlined in the American Standard Safety Code for Elevators & Escalators. The Contractor will perform governor and safety tests on traction elevators once per year and relief pressure test on hydraulic elevators once per year.

A. **State Inspection**

- i. The Contractor shall perform all required state inspections per TDLR requirements.
- ii. The Contractor shall ensure all elevators have a Certificate of Compliance

Exhibit "A"

7. **CAT 5 ELEVATOR LOAD TESTING:** Contractor shall perform the following services in compliance with applicable codes, regulations, and safety standards:
- A. Review of elevator design specifications and any previous testing documentation.
 - B. Coordination with the facility management to schedule testing at appropriate times.
 - C. Confirm that all equipment is in good working condition and prepared for testing.
 - D. Use certified test weights that meet or exceed the required load for the elevator being tested.
 - E. Perform static and dynamic load tests as required by relevant standards (e.g., ASME A17.1, EN 81, or equivalent)
 - F. Verify and record elevator speed, travel time, door operations, and other functional parameters during the test.
 - G. Ensure the use of certified, calibrated testing equipment, including load weights, load cells, and force measurement devices.
 - H. Provide an electronic or hard copy of all test results, including the load weights used and any deviations or issues found.
6. **NEW INSTALLATION/MODIFICATIONS:** Install new elevator or make modifications to existing elevators if required due to parts of old elevator being in limited supply or no longer being made. The City plans to allocate \$150,000 in contingency funds for potential new installations or modifications.
- A. **New Installation/Modifications-** Work to coordinate the installation to prevent minimum downtime. All new elevator equipment installed shall be non-proprietary. The Contractor shall:
- i. Coordinate with any other trades that will need to perform work to get the elevator up to code compliance.
 - ii. Work to shorten lead times and provide non-proprietary equipment.
 - iii. Coordinate installation with facilities manager to ensure that impact is minimal during construction.
 - iv. Provide submittals on all new installation
 - v. All diagnostic tools shall be provided with any new elevator installation.
 - vi. The original equipment manufacturer shall provide engineering support as needed/requested.
 - vii. No exchange-only provision on parts shall be allowed.
 - viii. Any laydown yard must be coordinated with City.
 - ix. All removed parts are to be taken from the site by the contractor unless requested by the City.
 - x. All working areas are to be cleaned of debris following the conclusion of each working day.
8. **RESPONSE TIME:** Response times shall be as follows:
- A. **Emergency Service Calls-** "Emergency Services" are defined as requests made that are immediately necessary and may stop normal operations for the City. The Contractor shall:
- i. Return the call of the City's POC and schedule the repair within one hour of the City's emergency call for repair service.
 - ii. Be on location at the site within two hours after notification by the City that an emergency has occurred.
 - iii. The hours between 6:01 PM and 6:59 AM CST Monday through Friday, weekends, and City-observed holidays are considered "after-hours."
 - iv. The Contractor shall respond to emergency repairs verbally within 20 minutes and, if necessary, be on site within 45 minutes.
 - v. It is the contractor's responsibility to ensure the availability of adequately qualified staff to respond to emergencies at all times.
 - vi. The Contractor shall follow elevator entrapment protocol.
 - vii. The Contractor shall receive authorization in the form of a written response to perform after-hours repairs and maintenance from the City-designated representative or their delegated representative in advance of services being provided.

Exhibit "A"

- B. **Non-Emergency Service Call**- "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
- i. Call the City POC to schedule a repair within four hours of City's call for repair services.
 - ii. Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
- C. **Service Technicians** shall:
- i. Inform the City POC upon completion of the requested work. If work is not completed the technician must contact the City and inform them of when the technician will be on site to complete the task prior to leaving the site.
 - ii. Be fully qualified to work on the listed equipment.
 - iii. Ensure repair parts for repair jobs are onsite within three business days from the work approval date or PO date. If there is a delay of any kind the Contractor would contact the City's point of contact (POC) and explain the delay; if appropriate the POC may alter the schedule.
9. **DESIGNATED CONTACT PERSON**: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
 - D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.
10. **MAINTAIN COMMUNICATION**: Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
11. **WARRANTY**: Successful Respondent shall provide at minimum five (5) years warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

12. DOCUMENT REQUIREMENTS:

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

13. CITY RESPONSIBILITIES: The City will:

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

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

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

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

- ☐ Attachment A- Proposal Submittal Form
- ☐ Attachment B- Cost Proposal Sheet
- ☐ Attachment C- Reference Sheet
- ☐ Attachment D- City of Round Rock Passenger Elevators (Williamson County)
- ☐ Attachment E- Certificate of Insurance Instructions
- ☐ Certificate of Insurance
- ☐ Copies of all certifications
- ☐ Acknowledged Addenda (if applicable)
- ☐ Segment requirements listed below.
- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondent's Solution, Approach, & Timeline**

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Program Approach and Timeline:** Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - 1) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - 2) Training and development plan for your company.
 - 3) Equipment list

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

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

Exhibit "A"

- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
 - iii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
 - v. Contractors' past performance with the City may be evaluated.
- C. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
- i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rate.
 - 1) Manager, Supervisor
 - 2) Rate applied for each category of personnel
 - 3) Overtime/afterhours rates for each category of personnel
 - ii. **Total (not to exceed) Cost**
4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.
- | | |
|--|---------------|
| A. Evaluation Criteria: | Weights: |
| i. Respondent's Solution, Approach, & Timeline (Segment 1) | 20 pts |
| ii. Company Work Experience and Personnel (Segment 2) | 40 pts |
| iii. <u>Cost Proposal (Segment 3)</u> | <u>40 pts</u> |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
 - C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
 - D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
 - E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
 - F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

Exhibit "A"

- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

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

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

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

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

ATTACHMENT A
SOLCITATION SUBMITTAL FORM AND EXECUTION

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

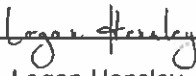
By signature hereon, the Respondent certifies that:

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

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

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

RESPONDENT (COMPANY): Nouveau Texas Elevators

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Logan Hensley

TITLE: Account Representative **DATE:** 11/6/2024

STREET: 11810 Parliament St

CITY/STATE/ZIP: San Antonio, Tx, 78216

TELEPHONE & FAX NO.: 209-704-1110

E-MAIL ADDRESS: lhensley@nouveautexas.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 85-1443841

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

Exhibit "A"
Attachment B- Bid Sheet Elevator and Maintenance RFP 24-034

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 24-034. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

No	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Lead Mechanic Regular Rate	40	Hourly	\$389	\$15,560.00
2	Lead Mechanic Overtime Rate	20	Hourly	\$661	\$13,226.00
3	Lead Mechanic Emergency Rate	20	Hourly	\$778	\$15,560.00
4	Apprentice / Helper Regular Rate	40	Hourly	\$312.00	\$12,480.00
5	Apprentice / Helper Overtime Rate	20	Hourly	\$530.00	\$10,600.00
6	Apprentice / Helper Emergency Rate	20	Hourly	\$624.00	\$12,480.00
7	Annual Inspection	18	Each	\$430.00	\$7,740.00
8	Quarterly Preventative Maintenance	18	Each	\$275.00	\$4,950.00
9	Full Load Testing (5 year frequency)	4	Each	\$778.00	\$3,112.00
Annual Total:					\$95,708.00

Section III - PERCENT OFF/ ADDITIONAL ITEMS: The information presented in this section will not be assessed based on cost, but it is a crucial component of the contract. It is imperative to provide this information as requested. If the percentage discount is subject to variation, kindly include both the minimum and maximum percentages. Alternatively, you may provide a separate document outlining the breakdown of your percentage calculations.

This section will not be evaluated under Cost but will become part of the contract.	Percent (Markup %) off MSRP Catalog for additional parts not listed above	1.5
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Information Only: The City of Round Rock reserves the right to order other products from the vendor-attached MSRP Catalog

COMPANY NAME:	Nouveau Texas Elevators
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	<u>Logan Hensley</u>
PRINTED NAME:	Logan Hensley
PHONE NUMBER:	209-704-1110
EMAIL ADDRESS:	lhensley@nouveau texas.com

Exhibit "A"
ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 24-034

RESPONDENT'S NAME: Logan Hensley **DATE:** 11/4/2024

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

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>Darnall Army Medical Center-- Fort Cavazos</u> |
| | Name of Contact | <u>Andy Davis</u> |
| | Title of Contact | <u>Facilities Manager</u> |
| | E-Mail Address | <u>adavis@facilityservicesinc.com</u> |
| | Present Address | <u>36071 Old Railhead Drive</u> |
| | City, State, Zip Code | <u>Fort Cavazos, Tx, 76544</u> |
| | Telephone Number | <u>(254) 532-5603 Fax Number: ()</u> |

- | | | |
|----|-----------------------|---|
| 2. | Company's Name | <u>Newmark Property Management</u> |
| | Name of Contact | <u>Jasmine Porter</u> |
| | Title of Contact | <u>Vice President</u> |
| | E-Mail Address | <u>Jasmine.Porter@nmrk.com</u> |
| | Present Address | <u>11001 Lakeline Blvd, Bldg 2, Suite 140</u> |
| | City, State, Zip Code | <u>Austin, Tx, 78717</u> |
| | Telephone Number | <u>(512) 328-9792 Fax Number: ()</u> |

- | | | |
|----|-----------------------|--|
| 3. | Company's Name | <u>Stream Realty</u> |
| | Name of Contact | <u>Amy Smith</u> |
| | Title of Contact | <u>Vice President</u> |
| | E-Mail Address | <u>amy.smith@streamrealty.com</u> |
| | Present Address | <u>401 S. 1st Street, Suite 700</u> |
| | City, State, Zip Code | <u>Austin, Tx, 78704</u> |
| | Telephone Number | <u>(512) 348-8510 Fax Number: ()</u> |

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

NOUVEAU TEXAS

ELEVATOR & ESCALATOR SERVICES

City of Round Rock Elevator Maintenance and Repair
RFP 24-034

Evaluation Criteria Response:

A. Segment 1 – Respondent's Solution, Approach, & Timeline

1. System Concept and Solution:

Nouveau Texas Elevator will provide experienced elevator technicians to give excellent maintenance and repair services for the City of Round Rock elevators. Beyond regular maintenance and repair Nouveau Texas will coordinate with the city to fulfill all yearly elevator inspections and 5 year inspections before each elevator's due date. To have success in fulfilling the scope of work required Nouveau Texas will provide timely and frequent communication via email and phone calls regarding the needs for the elevators. Communication will include work orders, updates on repairs and scheduling repairs as needed. Our technicians will succeed in communicating with the city when they are onsite for elevator work and when they leave.

Nouveau Texas will provide diligent and on time response times. Response times will be successful by having technicians who reside and work in Round Rock and also have dedicated technicians to the needs of the City of Round Rock.

2. Program Approach and Timeline:

Nouveau Texas Elevator has a maintenance scheduling system in place where the technicians will have on their schedules for each month the elevators they need to perform maintenance on. Once they service those units they mark complete. This ensures all units are serviced on their scheduled time.

For repairs needed the process looks like this:

For all parts:

1. The technician will report the part (part number and pictures) to our parts technician and Nouveau's representative for the city.
2. The parts technician will make sure we have all the information and submit parts for ordering on the same day received to our parts ordering department.
3. The parts ordering department will then submit the order to the parts manufacturer or depending on the part they can source the part from our 100,000 sq/ft warehouse at our headquarters. This happens within one day of the part being requested by the technician. We then put the part on our tracker to make sure the process is taking place and the part is being ordered. We have regular team meetings to make sure this is accomplished.
4. Receiving parts will depend on the stock of parts from the manufacturer. When in stock the process from request to local team receiving part takes 3-5 days. Some cases can happen sooner or later depending on part accessibility. We will communicate with you on the timeline of part installation.

Exhibit "A"

B. Segment 2 – Company Work Experience and Personnel

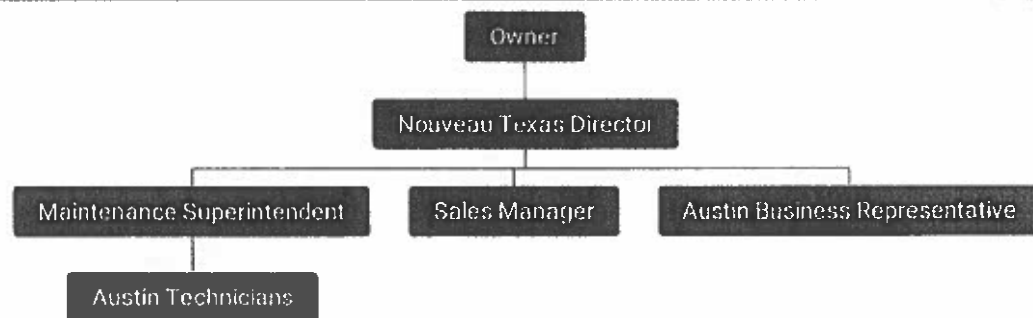
1. Business Organization:

Name: Nouveau Texas

Address: 11810 Parliament St. San Antonio, TX 78216

The Nouveau Texas Austin office and team is fully supported by our Texas main office and warehouse in San Antonio. Nouveau Texas is also fully supported by Nouveau Elevators headquarters in New York. Nouveau Texas LLC is fully licensed in the state of Texas.

2. Project Management Structure:



Nouveau Texas Technicians begin the Nouveau service value of great maintenance, repairs and communication with the customer. One way that Nouveau Elevators maintains great service is that each technician is never given more than 75 units to maintain. This ensures that the technicians have the time to do required maintenance and communicate well to the customer. The technicians communicate directly with the account representative on scheduling and repairs so the account representative can communicate with the customer on updates on parts, installation schedule and providing any work orders needed. The technician or account representative will submit the part ordering request to our parts ordering department and track the parts coming in.

Nouveau Texas operates in a fairly flat organizational structure which allows the ability to move more efficiently and quickly on different projects or situations that need to be taken care of. In cases when a decision needs to be made we are able to quickly get a decision made. The Technicians report to the maintenance superintendent on all repairs and work that needs support or assistance. The account representative reports to the sales manager and also has weekly meetings with the texas director to make sure that all aspects of the jobs are fully supported. This structure allows things to move smoothly and also better helps the customer get a more timely response to needs that may come up. As a family owned and operated business we strive to provide the best service now for our customers that we started with.

3. Prior Experience:

Nouveau Elevators has been in operation for 37 years (Nouveauelevator.com) providing great elevator maintenance, repairs and modifications to its customers. Nouveau Elevators have spread through the United States providing that same great service. Nouveau Elevators moved its service to Texas 6 years ago where it has firmly established itself as a reliable and high level of service elevator company.

Nouveau Texas in Austin currently provides elevator maintenance and repair services to the Darnall Army Hospital at Fort Cavazos in Killeen, Texas. With working in a high traffic and high priority building we

Exhibit "A"

make sure all units are being serviced at a high level with great detail so the units remain operational for the hospital and all repairs are accomplished in a timely manner. Working on a military base following the protocols is crucial to the relationships there and our ability to be effective to care for the elevators.

Nouveau Texas in Austin services high profile properties such as The Ashton building in Austin and the Stratum buildings in Austin. We service a diverse group of buildings and survive all type of elevators, ages and componers.

4. Personnel:

Walter Lavin– Lead Technician and primary service to the City of Round Rock Elevators (80%)

- 29 years of elevator experience in the Austin area.
- Local trainer for working with older elevators.
- Has been to foreign Equipment schools where he has vast knowledge of different elevators and all the ones the city has.
- Formally worked for TKE elevators when they had the maintenance for the City of Round Rock. He was one of the technicians that worked on the elevators the city has. He comes already with knowledge of the elevators the City of Round Rock has. He especially is uniquely qualified to work on the older elevators the city has.
- Vast experience on all types of elevators.
- Lives in Round Rock

Justin Evans– Elevator Technician and support for all City of Round Rock elevators. (20%)

- 8 years of elevator experience in the Austin area.
- Currently teaches at the local elevator school
- Services high priority properties.
 - Serviced the Ascension Hospitals in Round Rock for many years.
 - Currendy serves Darnall Hospital at Fort Cavazos.
- Experienced in maintenance and modifications.
- Has worked for many years on all types of elevators.
- Received the National Service Award.

Logan Hensley– Account Representative and Point of Contact for the City.

- 10 years of customer support experience.
- Proven communication skills and focus for customer satisfaction.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 24-034

Addendum No: # 1

Date of Addendum: 10/31/2024

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

I. Questions:

1. Q1 : Can we get a list of all elevators that are still under warranty and when those warranty's expire?

A1: The only elevator under warranty currently is the Intermodal and it expires in 10 months. The Baca is in the process of getting a new elevator in approximately 4 months so that will have a warranty as well.

2. Q2: I noticed that the inspection dates on the list of elevators need to be updated. Can we please get the current information?

A2: Please reference TDLR

3. Q3: MRL Elevators require a 5-year inspection and an annual inspection. Can we update the Bid sheet to add in the cost for the 5 Years?

A3: The Bid sheet will be updated to reflect the stated request.

4. Q4: I have a few questions regarding the Cost Proposal Sheet: 1. Item No. 1-3 - Is this "Manager/Supervisor" considered a lead mechanic/field technician or an office staff/supervisor? 2. Item No 4-6 - Dependent on the answer to question 1, can you please confirm that this is for a regular mechanic? There is no option for a team rate, and most repairs are team (mechanic + helper) labor. 3. Item No 10 - Please confirm if you would like to see the cost in Column "Unit Cost" for all elevators or of this shall be per elevator for annual inspection. CAT5 (Full Load Testing every 5 years) will be more expensive than Annual Inspections - would you like to see a unit cost for that as well?

A4:

A4.1: The Manager / Supervisor will be treated as the Lead Mechanic.

A4.2: The Unit cost will be a per elevator cost.

A4.3: Please break out the 5-year load cost separate from the annual cost.

Exhibit "A"

5. **Q5:** Good morning, In reviewing the documents, it appears only a passenger elevator file (attachment D) was loaded into Bonfire. However, in looking online at the TDLR website, I did find these two elevators/locations that do not appear to be on your list. Can you confirm if these should be included and/or a service elevator file was missed on accident?

A5:

- Public Library at 216 E Main Street - Dover DMC at 4500lb, 150fpm Serial #E13169
- Baca Center at 301 West Bagdad - TKE TAC20 at 5000lb, 125fpm Serial #ET3599

- II. **Add Contact:** An additional Authorized Contact for contractual and technical issues has been added as follows:

Authorized Contact: **Danny Dzialo**
Superintendent-Facility Maintenance- General Services Department
+1 (512) 671-2781
ddzialo@roundrocktexas.gov

- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By the publication of this document on the City of Round Rock Bonfire website this addendum is hereby incorporated into and made a part of the above referenced solicitation.



RFP 24-034 - Elevator Maintenance and Repair Services

Scoring Summary

Active Submissions

	Total	Responsiveness	Respondent's Solution, Approach, & Timeline (Segment 1)	Company Work Experience and Personnel (Segment 2)	Cost Proposal (Segment 3)
Supplier	/ 100 pts	Pass/Fail	/ 40 pts	/ 40 pts	/ 20 pts
Nouveau Texas	66.36	Pass	26.67	24	15.69 (\$95,708.00)
Metro Elevator	65.82	Pass	29.33	24	12.49 (\$120,250.00)
Boyer Elevator Services	65.33	Pass	24	21.33	20 (\$75,100.00)
TK Elevator	45.51	Pass	13.33	16	16.18 (\$92,859.00)
Central Texas Elevator, LLC	42.11	Pass	13.33	10.67	18.11 (\$82,950.00)

Eliminated Submissions



	Responsiveness	Respondent's Solution, Approach, & Timeline (Segment 1)	Company Work Experience and Personnel (Segment 2)	Cost Proposal (Segment 3)
Supplier	Pass/Fail	/ 40 pts	/ 40 pts	/ 20 pts
Fortress Elevator LLC	-	-	-	-
ACE Elevator	-	-	-	-

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.

Nouveau Texas Elevator
San Antonio, TX United States

Certificate Number:
2025-1293173

Date Filed:
04/09/2025

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.

24-034
Elevator Maintenance and Repair

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 Logan Hensley and my date of birth is [REDACTED]

My address is 11710 Parliament St, San Antonio, TX, 78216, 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 9th day of April, 2025
(month) (year)

Logan Hensley
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.

Nouveau Texas Elevator
San Antonio, TX United States

Certificate Number:
2025-1293373

Date Filed:
04/09/2025

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:
04/09/2025

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.

24-034
Elevator Maintenance and Repair

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 to "City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment with Vermeer Texas-Louisiana, Inc."

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Chad McDowell, Director of General Services

Cost: \$100,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2025-113

This Supplemental Agreement will increase the total dollar amount by \$100,000. The previous not-to-exceed amount was \$100,000 and with this amendment the maximum grand total will not exceed Two Hundred Thousand Dollars (\$200,000) for the term of this agreement, which expires November 30, 2025. This supplemental agreement is in accordance with the terms and specifications of BuyBoard Cooperative Contract No. 642-22.

Cost: \$100,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2025-113

WHEREAS, the City of Round Rock (“City”) has previously entered into a “City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment” with Vermeer Texas-Louisiana Inc.” (“Agreement”); and

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

WHEREAS, Vermeer Texas-Louisiana Inc. is an approved vendor of Buy Board; and

WHEREAS, City has purchased said goods subject to the Agreement and intends to continue to purchase said goods through Buy Board Contract No. 642-22; and

WHEREAS, City and Vermeer Texas-Louisiana Inc. desire to add additional costs to the Agreement in the amount of \$100,000.00 increasing the not-to-exceed total to \$200,000.00; and

WHEREAS, the City Council desires to enter into Supplemental Agreement No. 2 with Vermeer Texas-Louisiana Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 2 to “City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment” with Vermeer Texas-Louisiana Inc., 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 2
TO "CITY OF ROUND ROCK AGREEMENT FOR
DITCHING, TRENCHING, DEBRIS/SCRAP AND
OTHER UTILITY EQUIPMENT
WITH
VERMEER TEXAS-LOUISIANA INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 2 to "City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment" called "Supplemental Agreement No. 2," is made by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **VERMEER TEXAS-LOUISIANA, INC.**, whose offices are located at 1945 Louis Henna Boulevard, Round Rock, Texas 78664 (referred to herein as "Vendor").

WHEREAS, the City and Vendor previously executed the referenced "City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment," hereinafter called the "Agreement;" and

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

WHEREAS, the City has and desires to continue to purchase goods and services from Vendor through BuyBoard Cooperative Contract No. 642-22; and

WHEREAS, the City and Vendor previously entered into Supplemental Agreement No. 1 to the Agreement adding \$55,000.00 in costs for a not-to-exceed total of \$100,000.00; and

WHEREAS, the City and Vendor desire to add additional costs to the Agreement in the amount of \$100,000.00 increasing the not-to-exceed total to \$200,000.00 as set forth herein;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 2, the City and Vendor agree that said Agreement is amended and supplemented as follows:

I.

Section 5.01(B), Costs, is amended to read as follows:

B. In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) for the term of this Agreement.

II.

This Supplemental Agreement No. 2 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Vendor have executed this Supplemental Agreement No. 2 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

VERMEER TEXAS-LOUISIANA, INC.

By: Terry Hall

Printed Name: TERRY HALL

Title: BRANCH MANAGER

Date Signed: 2/12/25

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.

Vermeer Equipment of Texas, LLC
Round Rock, TX United States

Certificate Number:
2025-1284990

Date Filed:
03/21/2025

Date Acknowledged:

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

City of Round Rock

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

00000
Ditching, Trenching, Debris/Scrap and other Utility Equipment and Repair

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 JERRY DINNE, and my date of birth is [REDACTED].

My address is 3025 STATE HWY 161, IRVING, Tx, 75062, USA.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 21 day of MARCH, 2025.
(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.**

Vermeer Equipment of Texas, LLC
Round Rock, TX United States

Certificate Number:
2025-1284990

Date Filed:
03/21/2025

Date Acknowledged:
04/24/2025

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

City of Round Rock

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

00000
Ditching, Trenching, Debris/Scrap and other Utility Equipment and Repair

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

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

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Tempset Controls for comprehensive heating, ventilation, and air conditioning services and repairs.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Chad McDowell, Director of General Services

Cost: \$2,000,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2025-115

With this agreement General Services will establish a contract with Tempset Controls, Inc. for the comprehensive HVAC services and repairs needed to support City operations.

The contract is for the installation and maintenance of our existing Niagara software-based Building Management System. One of the reasons we originally went with the Niagara system is the fact that it is a non-proprietary, open platform system, so various vendors can work on it and we are not tied to one company. After working with various companies, we feel that TempSet provides the city with the best value in service.

This contract was established through a competitively solicited cooperative process. Contract expires March 31, 2028.

Cost: \$2,000,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2025-115

WHEREAS, the City of Round Rock (“City”) desires to purchase comprehensive heating, ventilation, and air conditioning (HVAC) services and repairs; and

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

WHEREAS, the Interlocal Purchasing System (“TIPS”) is a cooperative purchasing program administered by the Region 8 Education Service Center for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of TIPS; and

WHEREAS, Tempset Controls is an approved vendor of TIPS; and

WHEREAS, the City desires to purchase said goods and services from Tempset Controls through TIPS Contract No. 25010502, 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 Tempset Controls for Comprehensive Heating, Ventilation, and Air Conditioning Services and Repairs, 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

AGREEMENT BETWEEN THE CITY OF ROUND ROCK AND TEMPSET CONTROLS FOR COMPREHENSIVE HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AND REPAIRS

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement for Comprehensive Heating, Ventilation and Air Conditioning (HVAC) Services and Repairs (the "Agreement") is made and entered into this the ____ day of _____, 2025, (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 TEMPSET CONTROLS, whose offices are located at 1900 CR 180, Leander, Texas 78641, referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase comprehensive HVAC services and repairs; and

WHEREAS, City is a member of The Interlocal Purchasing System ("TIPS") and Vendor is an approved TIPS vendor through TIPS Contract #25010502 ("TIIPS Contract"), attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the TIPS Contract 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 Tempset Controls, 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 herein or is terminated in accordance with **Section 14.0**.

B. This Agreement shall expire March 31, 2028 in the event the TIPS Contract is not renewed for an additional term, or this Agreement shall expire anytime thereafter in the event the TIPS Contract is not further renewed at the end of any renewal term. So long as the TIPS Contract 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 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 **\$2,000,000.00** for the term of this Agreement.

5.0 INVOICES

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

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

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

Eric Dady, Facility Maintenance Manager
General Services Department
212 Commerce Boulevard
Round Rock, TX 78664
(512) 688-0350
edady@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: Tempset Controls
Address: 1900 CR 180
Leander, Texas 78641

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.

Tempset Controls

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

EXHIBIT "A"

TIPS COOPERATIVE CONTRACT #250105

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 250105 Comprehensive HVAC (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Tempset Controls, Inc.

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.
6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of

correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or line-item estimates to TIPS for each anticipated TIPS project or sale. TIPS Vendor shall never charge a TIPS Member a line-item charge or specific fee for providing an RS Means or Xactimate quote or estimate through the TIPS Program. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the [TIPS Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a

payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional two consecutive one-year terms. The first renewal year shall be automatic unless Vendor notifies TIPS of its objection to the first one-year renewal. The second one-year renewal shall only be effective if offered by TIPS at its sole discretion. If TIPS offers the second renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the second one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL

CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required

by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and

approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.
- General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate
- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.
- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.
- 45. Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

- 46. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 47. Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**
- i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
 - ii. **Violations of privacy and data laws; and**
 - iii. **Unauthorized use or distribution of TIPS Property.**
- 48. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 49. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 52. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 53. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 250105 Comprehensive HVAC (Part 2)

Vendor Name: Tempset Controls, Inc.

Vendor Address: 1900 CR 180

City: Leander State: TX Zip Code: 78641

Vendor Authorized Signatory Name: Nannette Stone

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 512-259-5285

Vendor Authorized Signatory Email: nstone@tempset.com

Vendor Authorized Signature: Nannette Stone Digitally signed by Nannette Stone
Date: 2025.02.17 12:09:46 -06'00' Date: 02/17/2025

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 03/25/2025



250105

**Tempset Controls Inc.
Supplier Response**

Event Information

Number: 250105

Title: Comprehensive HVAC (2 Part with JOC)

Type: Request for Proposal

Issue Date: 1/6/2025

Deadline: 2/21/2025 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 220106 COMPREHENSIVE HVAC PART 1 OR 2 ("22010601 AND//OR 22010602") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR HVAC OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 22010601 AND//OR 22010602.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 22010601 AND//OR 22010602 WHICH COVERS ALL OF YOUR HVAC OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Tempset Controls Inc. Information

Contact: Gary Stone
Address: 1900 County Road 180
Leander, TX 78641
Phone: (512) 259-5285
Email: Gstone@tempset.com

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

Ken Smith

Signature

Submitted at 2/18/2025 12:58:29 PM (CT)

ksmith@tempset.com

Email

Requested Attachments

Vendor Agreement (Part 1)

250105 Vendor Agreement (Part 1).pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

250105 Vendor Agreement Signature Form (Part 1).pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1 (Part 1)

250105 Pricing Form 1 (Part 1) TC-2-17-25.xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

250105 Pricing Form 2 (Part 1) TC-2-17-25.xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

250105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

(3) Required Customer Reference Letters

Reference Letters.pdf

Whether responding to Part 1, Part 2, or both, Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12 months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Alternate or Supplemental Pricing Documents (Part 1)*No response*

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Current Form W-9*W9.pdf*

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement (Part 2)*250105 Vendor Agreement
Signature Form JOC (Part 2).pdf*

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)*250105 Vendor Agreement
Signature Form JOC (Part 2).pdf*

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Part 2 Required Bonding Capacity Letter*No response*

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor's bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor's Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Supplemental Vendor Information (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)*No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

6	Primary Contact Name Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract. <input style="width: 90%;" type="text" value="Ken Smith"/>
7	Primary Contact Title Primary Contact Title <input style="width: 90%;" type="text" value="Account Executive"/>
8	Primary Contact Email Please enter a valid email address that will definitely reach the Primary Contact. <input style="width: 90%;" type="text" value="ksmith@tempset.com"/>
9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input style="width: 90%;" type="text" value="5122595285"/>
10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="No response"/>
11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="No response"/>
12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input style="width: 90%;" type="text" value="Gary Stone"/>
13	Secondary Contact Title Secondary Contact Title <input style="width: 90%;" type="text" value="Admin"/>
14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input style="width: 90%;" type="text" value="gstone@tempset.com"/>

1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input style="width: 100%;" type="text" value="5122595285"/>
1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="No response"/>
1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="No response"/>
1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input style="width: 100%;" type="text" value="Nannette Stone"/>
1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input style="width: 100%;" type="text" value="nstone@tempset.com"/>
2 0	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="5122595285"/>
2 1	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input style="width: 100%;" type="text" value="Ken Smith"/>
2 2	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input style="width: 100%;" type="text" value="ksmith@tempset.com"/>
2 3	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="5122595285"/>
2 4	Company Website Company Website (Format - www.company.com) <input style="width: 100%;" type="text" value="www.tempset.com"/>

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

26 Primary Address

Primary Address

27 Primary Address City

Primary Address City

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

29 Primary Address Zip

Primary Address Zip

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

3 Vendor's Years in Business

4 How many years has the business submitting this proposal been operating in its current capacity and field of work?

41

3 Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts

5 This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3
6**Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is \$100 and for "Material A Maintenance Service" is \$100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$90, "Material A Maintenance Service" - \$90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for \$200 and have increased the price of "Material A" to \$110 and the price of "Material A Maintenance Service" to \$110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$99, "Material A Maintenance Service" - \$99, and "Material B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

3
7**Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3
8**Volume and Additional Discounts**

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

3
9**Part 1 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4
0**REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

1

What is Vendor's After-Hours RS Means Coefficient? If you do not intend to propose on Part 2, you may enter a "0" in order to continue.

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. If you do not intend to propose on Part 2, you may enter a "0" in order to continue.

4 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

2

Here, Vendor must enter a percentage, not a coefficient. If you do not intend to propose on Part 2, you may enter a "0" in order to continue.

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor \$100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for \$130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? If you do not intend to propose on Part 2, you may enter a "0" in order to continue.

4 REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements

3

This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

4 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

4

Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4 TIPS Sales Reporting Requirements

5

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 TIPS Administration Fee Requirement and Acknowledgment

6

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 TIPS Member Access to Vendor Proposal & Documentation

7

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
8

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4
9

Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

5
0

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

5
1 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

5
2 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify

5
3 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree

5 Alternative Dispute Resolution Limitations**4****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5 No Waiver of TIPS Immunity**5****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees**5 Payment Terms and Funding Out Clause****6****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees**5 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)****7**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

58 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

When applicable, does Vendor certify?

☒ Yes, Vendor certifies

59 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

☒ Yes, Vendor certifies

60 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

☒ Yes, Vendor certifies

61 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

☒ Yes, Vendor certifies

62 Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

☒ Yes, Vendor certifies

63 Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

☒ B. My firm is not owned nor operated by felon.

6 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

4 If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

6 **Conflict of Interest Questionnaire Requirement**

5 Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

6 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

6 If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

6 **Upload of Current W-9 Required**

7 Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

6 **Regulatory Good Standing Certification**

8 Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6 **Regulatory Good Standing Certification - Explanation - Continued**

9 If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

7 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
0 **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

7
1 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

☒ Yes, Vendor certifies

7
2 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

☒ Yes, I certify - NONE (Section A)

**7
3** Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4** Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
5** Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 Certification Regarding "Indemnity" Terms with TIPS Members

6

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 Certification Regarding "Arbitration" Terms with TIPS Members

7

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

8

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at \$250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

8 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

8 2 CFR Part 200 or Federal Provision - Termination

2 Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

☐ Yes, Vendor agrees

8 2 CFR Part 200 or Federal Provision - Clean Air Act

3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

☐ Yes, Vendor agrees

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

☐ Yes, Vendor agrees

8 5 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

8 6 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 7 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

8 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

☒ Yes, Vendor certifies

8 2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

☒ Yes, Vendor certifies

9 0 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

☒ Yes, Vendor certifies

9 1 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

☒ Yes, Vendor certifies

9 2 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

☒ Yes, Vendor certifies

9 3 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

☒ Yes, Vendor certifies

9 4 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

☒ Yes, Vendor certifies

9 5 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

☒ Yes, Vendor certifies

9 6 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

☒ Yes, Vendor certifies

9 7 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

☒ Yes, Vendor certifies

9 8	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy
	Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.
	Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>

9 9	2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations
	For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.
	Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>

1 0 0	2 CFR Part 200 or Federal Provision - Record Retention Requirements
	For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.
	Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>

1 0 1	2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
	Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?
	If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. <input type="text" value="NO"/>

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2**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

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3**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

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.

Tempset Controls, Inc.
Leander, TX United States

Certificate Number:
2025-1295417

Date Filed:
04/14/2025

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.

00000

Comprehensive Heating, Ventilation and Air Conditioning (HVAC) Services and Repairs

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Stone, Nannette	Georgetown, TX United States	X	
	Polasek, Bob	Taylor, TX United States	X	
	Hartgrove, Larry	Round Rock, TX United States	X	

5 Check only if there is NO interested Party. ☐

6 UNSWORN DECLARATION

My name is Nannette Stone, and my date of birth is [REDACTED].

My address is 305 S. Cassidy Dr Georgetown TX 78628 US
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 14th day of April, 2025
(month) (year)

Nannette Stone
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.

Tempset Controls, Inc.
Leander, TX United States

Certificate Number:
2025-1295417

Date Filed:
04/14/2025

Date Acknowledged:
04/15/2025

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

City of Round Rock

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

00000
Comprehensive Heating, Ventilation and Air Conditioning (HVAC) Services and Repairs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stone, Nannette	Georgetown, TX United States	X	
	Polasek, Bob	Taylor, TX United States	X	
	Hartgrove, Larry	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Pirtek Riverside, LLC for the purchase of hydraulic hose repair and maintenance services.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Chad McDowell, Director of General Services

Cost: \$771,250.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Bid, 1295

Department: General Services

Text of Legislative File 2025-116

This agreement is for the purchase of hydraulic hose repair and maintenance services for fleet equipment used by several City of Round Rock departments in support of city operations. There were just two respondents to the City of Round Rocks Invitation For Bid (IFB) Solicitation No. 25-005. Pirtek Riverside, LLC is the single respondent determined to provide the best overall value to the City.

Five Year Agreement.

Cost: \$771,250.00

Source of Funds: General Fund

RESOLUTION NO. R-2025-116

WHEREAS, the City of Round Rock (“City”) has duly sought proposals for the purchase of hydraulic hose repair and maintenance services; and

WHEREAS, Pirtek Riverside LLC submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with Pirtek Riverside LLC for the purchase of hydraulic hose repair and maintenance 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 Pirtek Riverside LLC for the Purchase of Hydraulic Hose Repair and Maintenance Services, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND PIRTEK RIVERSIDE LLC
FOR THE PURCHASE OF
HYDRAULIC HOSE REPAIR AND MAINTENANCE SERVICES**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement ("Agreement") for the purchase of hydraulic hose repair and maintenance services is made and entered into on this the ____ day of _____, 2025, 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 PIRTEK RIVERSIDE LLC, whose offices are located at 15301 N. IH35 Suite G., Pflugerville, Texas 78660 referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase hydraulic hose repair and maintenance services; and

WHEREAS, City has issued its Request for Proposal, ("RFP") for the provision of said goods and/or services; and

WHEREAS, City has determined the Vendor's Response to RFP ("Bid") submitted by Vendor provides the best value to the City; and

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

NOW, THEREFORE,

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 is authorized to buy specified goods and/or services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's RFP, designated Solicitation Number 25-005 dated January 2024; (b) Vendor's Response to RFP ("Bid"); and (c) any exhibits and/or addenda thereto.

Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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, as described in the RFP.

E. **Vendor** means Pirtek Riverside LLC, 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 herein or is terminated in accordance with **Section 16.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

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

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

4.0 ITEMS AWARDED; SCOPE OF WORK

A. All items in "Attachment C – Bid Sheet" of **Exhibit "A"** are awarded to Vendor.

B. Vendor shall satisfactorily provide all Goods and Services described in **Exhibit "A,"** attached hereto, within the contract term specified in **Section 2.0**. Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide its Goods and Services in

accordance with this Agreement and **Exhibit A** and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

5.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment C – Bid Sheet" of **Exhibit "A."**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$154,250 per year** for a total of **\$771,250**, for the term of this Agreement.

6.0 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.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 PROMPT PAYMENT POLICY

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

10.0 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.

11.0 TAXES

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

12.0 INSURANCE

Vendor shall meet all City insurance requirements set forth in the RFP and on the City's website at:

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

13.0 CITY'S REPRESENTATIVE

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

Chad McDowell, Director
General Services Department
221 East Main Street
Round Rock, TX 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

14.0 RIGHT TO ASSURANCE

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

15.0 DEFAULT

If 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 ten (10) days of receipt of written notice:

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

16.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon 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, as set forth in **Section 15.0**.

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, which is not cured within ten (10) days of written notice of said breach, 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.

17.0 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.

18.0 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.

19.0 ASSIGNMENT AND DELEGATION

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

20.0 NOTICES

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

1. When delivered personally to recipient's 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: Pirtek Riverside LLC
Attn: Jeffery Brilllott
Address: 15301 N. IH 35, Suite G.
Pflugerville, TX 78660
Email: jbrilllott@PirtekRiverside.com

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney
AND TO: 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.

21.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

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

by and construed in accordance with the laws and court decisions of the State of Texas.

22.0 EXCLUSIVE AGREEMENT

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

23.0 DISPUTE RESOLUTION

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

24.0 SEVERABILITY

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

25.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. 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.

Pirtek Riverside LLC

By: 
Printed Name: JEFFREY P. BRILLION
Title: OWNER
Date Signed: 4-11-25

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

EXHIBIT "A"
(RFP, ADDENDA, BID)



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

REQUEST FOR PROPOSAL (RFP)

**HYDRAULIC HOSE REPAIR AND MAINTENANCE
SERVICES**

SOLICITATION NUMBER 25-005

JANUARY 2024

City of Round Rock
 Hydraulic Hose Repair and Maintenance Services
 RFP No. 25-005
 Commodity Code:460-45
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**HYDRAULIC HOSE REPAIR AND MAINTENANCE SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in hydraulic hose repair and maintenance services for the City's fleet of equipment.

The City's fleet currently consists of approximately 1925 pieces of vehicles and equipment. The City's Vehicle Maintenance Department regularly maintains all City vehicles and equipment but is seeking to establish an agreement with a hydraulic systems repair facility to provide additional hydraulic system repairs to the City's fleet. The City is looking to establish an agreement for facility on-site hydraulic repair services and/or mobile hydraulic repair services.

The City reserves the right to award contracts to multiple vendors.

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

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A- Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment
Attachment D- Insurance Instructions	Separate Attachment
Attachment E- City Insurance Requirements	Separate Attachment
Attachment F- Terms and Conditions	Separate Attachment

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

EVENT	DATE
Solicitation released	February 5, 2025
Optional Pre Proposal Meeting	February 19, 2025 @ 9:00 AM
Deadline for submission of questions	February 21, 2025 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 26, 2025 @ 5:00PM, CST
Deadline for submission of responses	March 7, 2025 @ 3:00 PM, CST

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

<https://roundrocktexas.bonfirehub.com>

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

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **OPTIONAL PRE-PROPOSAL MEETING, SITE VISIT, AND/OR INSPECTION:** A pre-proposal meeting/site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting/site visit will be conducted on the date specified in PART I, Section 3- Schedule of Events.
 - A. Attendance at the pre-proposal meeting/site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall initially begin at:
**City Hall Council Chambers
221 East Main Street
Round Rock, Texas 78664**
 - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
 - C. It is the responsibility of the Respondent to examine each facility and determine quantity and amounts, take precise measurements, and determine material requirements, equipment requirements, labor requirements, and other solicitation-related details during said site visits.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a

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proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

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

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

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

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

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

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**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing hydraulic hose repair and maintenance services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States or not having a home office inside the United States will not be included for consideration in this RFP process.
 - C. **Facility Site Services:** Must have a physical business location within 40 Miles of the City's Fleet maintenance.
 - D. **Mobile services:** Must not travel beyond 60 miles of the City's Fleet Maintenance Building.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in Hydraulic hose repair and maintenance services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

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Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 15%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE:** Contract prices for hydraulic hose repair and maintenance services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION :** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

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

Richard Bolton
Superintendent - Fleet
General Services
Phone: +1 (512) 218-7082
E-mail: rbolton@roundrocktxas.gov

- C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

13. INTERLOCAL PURCHASING AGREEMENTS:

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

**PART IV
SCOPE OF WORK**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City," seeks a bid from firms experienced in providing hydraulic systems repair services for the City's fleet of equipment. The City's fleet currently consists of approximately 1925 pieces of equipment in the City's fleet department. The City's Vehicle Maintenance Department regularly maintains all City vehicles and equipment but is seeking to establish an agreement with a hydraulic systems repair facility to provide additional hydraulic system repairs to the City's fleet.
2. **DESCRIPTION OF SERVICE TYPES:**
 - A. **Facility on-site services:** Facility Site Services refer to hydraulic hose repair and replacement services that take place at the awarded vendor's fixed repair facility
 - B. **Mobile Services:** Mobile Services refer to hydraulic hose repair and replacement conducted at the City's fleet locations or in the field
3. **GENERAL SERVICE REQUIREMENTS:** The Contractor shall provide hydraulic hose repair and maintenance services, ensuring that all work meets or exceeds industry standards. The services should include but are not limited to:
 - A. **Hydraulic Fluid Replacement:** The Contractor shall:
 - i. Include hydraulic fluid replacement as part of hose repair services.
 - ii. Use hydraulic fluid that is compatible with the equipment being serviced, maintaining the performance and longevity of the hydraulic system.
 - B. **Service Technicians:**
 - i. Service technicians are required to notify the City POC upon their arrival and upon the completion of work. If the work cannot be completed during the visit, the technician must communicate with the City to provide a timeline for returning to complete the task before leaving the site.
 - ii. Service technicians must possess full qualifications to work on the listed equipment.
 - iii. Service technicians should be employed by the Contractor starting from the effective date of the contract.
 - iv. The Contractor should be capable of verifying that their service personnel have received training and have a minimum of one year of practical experience working with the specific brands/models of City equipment.
 - v. In the event of the Contractor hiring a new service technician during the contract's term, the Contractor must supply the City with certifications and qualifications validating the technician's ability to work on the City's equipment before they are deployed to the site.
 - vi. All repair parts required for repairs must be present on-site within three business days from the date of approval.
4. **HYDRAULIC HOSE REPAIR AND REPLACEMENT:** The Contractor shall:
 - A. Repair or replace all varieties of hydraulic hoses, ensuring that the replacement hoses meet or exceed the original quality and performance standards.
 - B. Replace O Rings on new hoses as required.
 - C. Maintain a sufficient inventory of hydraulic hoses and components to perform timely repairs.
 - D. Standard practice includes repair while the customer waits, with minimal downtime
5. **FACILITY ON SITE SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Have a facility large enough to accommodate the Contractor's current workload as well as the additional workload resulting from award of this contract.
 - B. Provide daily, year-round service regardless of weather conditions.

City of Round Rock
Hydraulic Hose Repair and Maintenance Services
RFP No. 25-005
Commodity Code:460-45
MONTH & YEAR

- C. Park all police vehicles in a secured area with controlled access. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
 - D. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.
6. **MOBILE HYDRAULIC HOSE REPAIR Services:** The Contractor shall:
- A. Offer on-site mobile hydraulic hose repair services to minimize equipment downtime.
 - B. Mobile repair services should be available 24/7 to address emergency needs.
 - C. Mobile repair services should be turnkey, meaning the Contractor will provide all necessary equipment, materials, and labor to complete repairs in the field without additional requirements from the municipality.
 - D. Mobile Repair Services shall be performed at the following location:
Vehicle Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664
7. **CONTRACTOR RESPONSIBILITIES:**
- A. **EMERGENCY SERVICE CALLS-** "Emergency Services" are defined as requests made that are immediately necessary and may stop normal operations for the City. The Contractor shall:
 - i. Return the call of the City's POC and schedule the repair within one hour of the City's emergency call for repair service.
 - ii. Be on location at the site within two hours after notification by the City that an emergency has occurred.
 - iii. The hours between 6:01 PM and 6:59 AM CST Monday through Friday, weekends, and City-observed holidays are considered "after-hours."
 - iv. It is the Contractors responsibility to have available adequate qualified staff to respond to emergencies at all times.
 - B. **NON-EMERGENCY SERVICE CALL-** "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
 - i. Call the City POC to schedule a repair within four hours of City's call for repair services.
 - ii. Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
 - C. **WARRANTY AND QUALITY ASSURANCE:** The Contractor shall:
 - i. Provide a warranty on all repairs and replacements, ensuring the longevity and reliability of the work.
 - ii. Have a robust quality control process to ensure that all work is performed to the highest standards.
 - D. **SAFETY AND ENVIRONMENTAL CONSIDERATIONS:**
 - i. All repairs should comply with applicable safety regulations and environmental standards.
 - ii. The Contractor should dispose of or recycle old hydraulic hoses and fluids in compliance with local environmental regulations.
8. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.

City of Round Rock
Hydraulic Hose Repair and Maintenance Services
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- C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
- D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

9. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

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

- A. Confirm the scheduled work to be carried out.
- B. Provide local parking for vehicles and ensure access to the designated work areas. In situations where suitable parking isn't available through the City, the Contractor shall arrange off-site parking and transportation to and from the work site.
- C. Grant access to the locations where service is necessary.
- D. Guarantee that the work area is devoid of safety hazards.
- E. Conduct inspections of the completed work to ensure alignment with the specified scope of work.

PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

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

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

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Company Work Experience and Personnel**

- i. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- iii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- v. Contractors' past performance with the City may be evaluated.

City of Round Rock
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- B. **Segment 2 – Cost Proposal:** Information described in the following subsection is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

The City is offering the Respondent to submit two proposals:

In Contractor-operated facility

- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
- ii. Total (not to exceed) Cost

Mobile Services

- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
- ii. Total (not to exceed) Cost

Respondent is to submit a cost proposal sheet for each service they offer. Respondents may submit for one or both options. The City will evaluate each option independently.

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

A. Evaluation Criteria: Weights:

- | | |
|---|---------------|
| • Company Work Experience and Personnel (Segment 1) | 40 pts |
| • <u>Cost Proposal (Segment 2)</u> | <u>60 pts</u> |

Maximum Weight: 100 pts

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

City of Round Rock
Hydraulic Hose Repair and Maintenance Services
RFP No. 25-005
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MONTH & YEAR

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

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

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

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

**ATTACHMENT A
SOLCITATION SUBMITTAL FORM AND EXECUTION**

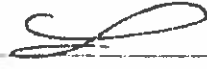
NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the Respondent certifies that:

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

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

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

RESPONDENT (COMPANY): Pirtek Riverside
SIGNATURE (INK/DIGITAL): 
NAME (TYPED/PRINTED): Jeffery Brillioth
TITLE: Owner DATE: 2/26/2025
STREET: 15301 N I35 Suite 6
CITY/STATE/ZIP: Pflugerville, TX 78660
TELEPHONE & FAX NO.: (512) 714-5016
E-MAIL ADDRESS: J.Brillioth@PirtekRiverside.com
FEDERAL TAX IDENTIFICATION NUMBER (FIN): 84-2717691

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

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 25-005

RESPONDENT'S NAME: Pirttek Riverside LLC **DATE:** 2/26/2025

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

1. Company's Name Cash Construction
Name of Contact Hubert Johns
Title of Contact Service Manager
E-Mail Address Hubert.Johns@CashConstruction.com
Present Address 217 Kingston Lacy Blvd
City, State, Zip Code Pflugerville, TX 78660
Telephone Number (512) 808-3084 Fax Number: ()

2. Company's Name Sunbelt Rentals
Name of Contact Steven Honeycutt
Title of Contact Service Manager
E-Mail Address Steven.Honeycutt@sunbeltrentals.com
Present Address 16256 Purple Heart Trl Interstate 35
City, State, Zip Code Austin, TX 78728
Telephone Number (512) 484-1248 Fax Number: (512) 676-3392

3. Company's Name Maxim Crane
Name of Contact Jack Rouse
Title of Contact Field Mechanic
E-Mail Address JRouse8306@gmail.com
Present Address 15919 Jacintoport Blvd
City, State, Zip Code Houston, TX 77015
Telephone Number (832) 702-6578 Fax Number: ()

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

**Attachment D- Bid Sheets Mobile Services &
Facility on Site Services Hydraulic Hose Repair
and Maintenance Services RFP 25-005**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the Respondent to fully comply with the solicitation documents contained in RFP 25-005 Hydraulic Hose Repair and Maintenance Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

MOBILE SERVICES

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor Rate	500	Hour	\$110.00	\$55,000.00
2	Service Call Fee	100	Each	\$80.00	\$8,000.00
3	Emergency Hourly Labor Rate	500	Hour	\$130.00	\$65,000.00
4	Emergency Service Call Fee	100	Each	\$90.00	\$9,000.00
5	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$ 15,000.00	Percent	15%	\$17,250.00
Annual Total:					\$154,250.00

FACILITY ON SITE SERVICES

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor Rate	500	Hour	\$110.00	\$55,000.00
2	Service Call Fee	100	Each	\$80.00	\$8,000.00
3	Emergency Hourly Labor Rate	500	Hour	\$130.00	\$65,000.00
4	Emergency Service Call Fee	100	Each	\$90.00	\$9,000.00
5	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$15,000.00	Percent	15%	\$17,250.00
					\$154,250.00

COMPANY NAME:

Pirtek Riverside LLC

PRINTED NAME:

Jeffery Brilliot

PHONE NUMBER:

(512)448-0800

EMAIL ADDRESS:

jbrilliot@PirtekRiverside.com

Pirtek Riverside, LLC

15301 N I35 Suite G
Pflugerville, TX 78660



The City of Round Rock

221 E Main Street
Round Rock, Tx 78664

Statement of Compliance

RFP 25-005

We, the undersigned, hereby confirm that we have thoroughly reviewed the terms and conditions outlined in the Request for Proposal (RFP) 25-005. Pirtek Riverside LLC fully understands and agrees to comply with all the stipulations without any reservations or exceptions.

Pirtek Riverside LLC

Wednesday, February 26, 2025

X

Jeffery Enkholt
Owner

X

William Renken
Operations Manager

X

Ashley McMenamy
Office Manager

Attachment D- Bid Sheet Facility On Site Services
Hydraulic Hose Repair and Maintenance Services
RFP 25-005

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 25-005 Hydraulic Hose Repair and Maintenance Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
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1	Emergency Hourly Labor Rate	500	Hour	\$130.00	\$65,000.00
2	Emergency Service Call Fee	100	Each	\$90.00	\$9,000.00
3	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$ 15,000.00	Percent	15%	\$17,250.00
Annual Total:					\$154,250.00

COMPANY NAME:

Pirtek Riverside LLC

PRINTED NAME:

Jeffery Brillott

PHONE NUMBER:

(512)448-0800

EMAIL ADDRESS:

jbrillott@PirtekRiverside.com



RFP 25-005 - Service Locations → Facility On Site Service Scoring Summary

Active Submissions

Supplier	Total	Responsiveness	Company Work Experience and Personnel	Cost Proposal
	/ 100 pts	Pass/Fail	/ 40 pts	/ 60 pts
Pirtek Riverside	94	Pass	34	60

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:
2025-1295749

Date Filed:
04/15/2025

Date Acknowledged:

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

Pirtek Riverside LLC
Pflugerville, 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.

Solicitation Number 25-005
Hydraulic hose repair and maintenance services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jeffery, Brilllott	Manor, TX United States	X	
	Glenda, Brilllott	Manor, TX United States	X	

5 Check only if there is NO Interested Party. ☐

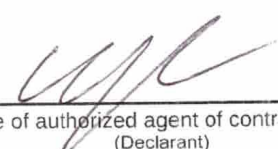
6 UNSWORN DECLARATION

My name is William Renken, and my date of birth is [REDACTED]

My address is 323 county Rd 229, Briggs, TX, 78608, U.S.
(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 15th day of April, 20 25.
(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.

Pirtek Riverside LLC
Pflugerville, TX United States

Certificate Number:
2025-1295749

Date Filed:
04/15/2025

Date Acknowledged:
04/15/2025

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.

Solicitation Number 25-005
Hydraulic hose repair and maintenance services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jeffery, Brilllott	Manor, TX United States	X	
	Glenda, Brilllott	Manor, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 to "City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Wigington Architects."

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Chad McDowell, Director of General Services

Cost: \$710,965.00

Indexes: 2023 General Obligation Bonds

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2025-111

Supplemental Agreement No. 2 with Brinkley Sargent Wiginton Architects is for additional design services for the Public Safety Training Center Phase 2 project. During programming Police and Fire identified the need to add design for improvements to the EVOC track, a fire extrication pad, vehicle and equip storage, and a redesign of the main building's aging AV system. The additional design adds \$710,965.00 to Brinkley Sargent Wiginton Architect's original agreement.

Cost: \$710,965.00

Source of Funds: 2023 General Obligation Bonds

RESOLUTION NO. R-2025-111

WHEREAS, the City of Round Rock (“City”) has previously entered into a “City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Sargent Wiginton Architects” (“Agreement”); and

WHEREAS, City and Brinkley Sargent Wiginton Architects desire to amend the Agreement to add additional services pursuant to Section 1.1.2.4(C) of the Agreement and to increase the compensation by \$710,965.00 to \$1,723,990.00; and

WHEREAS, the City Council desires to enter into Supplemental Agreement No. 2 with Brinkley Sargent Wiginton Architects, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 2 to “City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Sargent Wiginton Architects,” 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 2
TO "CITY OF ROUND ROCK AGREEMENT FOR
ARCHITECTURAL SERVICES FOR
PUBLIC SAFETY TRAINING CENTER PHASE 2
WITH
BRINKLEY SARGENT WIGINTON ARCHITECTS"**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 2 to "City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Sargent Architects, Inc.," hereinafter called "Supplemental Agreement No. 2," is made by and between the **City of Round Rock, Texas**, a home-rule municipality (hereinafter referred to as the "City"), located at 221 East Main Street, Round Rock, Texas 78664, and **Brinkley Sargent Wiginton Architects**, whose offices are located at 1005 E St. Elmo Building 8, Austin, Texas 78745 (hereinafter referred to as "Architect").

WHEREAS, the City and Architect executed the referenced "City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Sargent Wiginton Architects," hereinafter called the "Agreement" on March 14, 2024 by Resolution No. R-2024-051; and

WHEREAS, the City and Architect also executed Supplemental Agreement No. 1 on March 14, 2024 supplementing said Agreement; and

WHEREAS, it has become necessary to amend the Agreement to add additional services pursuant to Section 1.1.2.4(C) of the Agreement and to increase the compensation by \$710,965.00 to \$1,723,990.00; and

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement, the City and Architect agree as follows:

I.

Section 1.1.2.3, shall be amended as set forth in the attached Exhibit "A" and Addendum to Exhibit "A," incorporated by reference for all purposes.

II.

Section 1.1.2.4 shall be amended by increasing the not-to-exceed amount payable pursuant to the Agreement by \$710,965.00 for a total of \$1,723,990.00, as shown by the attached Exhibit "A" and Addendum to Exhibit "A."

III.

This Second Supplemental Agreement shall amend the original Agreement only as set forth herein with no other changes in terms of conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 2 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

**BRINKLEY SARGENT WIGINTON
ARCHITECTS**

By: _____

By: 

Printed Name: _____

Printed Name: DENNY DALES

Title: _____

Title: PRESIDENT

Date Signed: _____

Date Signed: MARCH 12, 2025

ATTEST:

By: _____

Ann Franklin, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____

Stephanie L. Sandre, City Attorney



**ADDENDUM TO
EXHIBIT "A"**

Round Rock Public Safety Training Center Phase 2

Additional Services

January 21, 2025

Main Building (Basic Services)

Current Building Design (8% of \$4,479,377)		
Design Phase(s)	\$ 286,680	
Construction Administration	\$ 71,670	
	\$ 358,350	
Original Contract (8% of \$4,000,000)	\$ 320,000	
Additional Main Building Fees		\$ 38,350

Main Building (IT)

Current Design Phase(s)	\$ 17,500	
Construction Administration	\$ 3,000	
	\$ 20,500	
Architectural Coordination (10%)	\$ 2,050	
	\$ 22,550	
Original Contract (1/2 of \$27,500)	\$ 13,750	
Architectural Coordination (10%)	\$ 1,375	
	\$ 15,125	
Additional Main Building Fees		\$ 7,425

Classroom Building (Basic Services)

Current Building Design (8% of \$2,990,061)		
Design Phase(s)	\$ 191,364	
Construction Administration	\$ 47,841	
	\$ 239,205	
Original Contract (8% of 2,500,000)	\$ 200,000	
Additional Classroom Building Fees		\$ 39,205

Classroom Building (IT)

Current Design Phase(s)	\$ 17,500	
Construction Administration	\$ 3,000	
	\$ 20,500	
Architectural Coordination (10%)	\$ 2,050	
	\$ 22,550	
Original Contract (1/2 of \$27,500)	\$ 13,750	
Architectural Coordination (10%)	\$ 1,375	
	\$ 15,125	
Additional Classroom Building Fees		\$ 7,425

Dallas

5000 Quorum, Suite 600
Dallas, Texas 75234
T 972.960.9970

Waco

900 Washington Ave., Suite 502
Waco, Texas 76701
T 254.722.5988

Houston

845 McKinney Street, Suite 326
Houston, Texas 77002
T 713.535-0880

Austin

1005 E. St. Elmo Bldg. 8
Austin, Texas 78745
T 512.610.4700

www.BSW-Architects.com

EVOC

Current EVOC Design (8% of \$6,199,266)		
Design Phase(s)	\$ 396,753	
Construction Administration	\$ 99,188	
As-Builts	<u>\$ 2,400</u>	
	\$ 498,341	
Original Contract (8% of \$2,500,000)	\$ 200,000	
Additional EVOC Fees (includes additional Civil fees)		\$ 298,341

Emergency Generator

Current Generator Design (8% of \$1,064,173)		
Design Phase(s)	\$ 68,107	
Construction Administration	<u>\$ 17,027</u>	
	\$ 85,134	
Original Contract (8% of \$2,000,000)	\$ 160,000	
Additional Emergency Generator Fees		(\$ 74,866)

Police Shed

Current Police Shed Design (8% of \$1,696,541)		
Design Phase(s)	\$ 108,579	
Construction Administration	<u>\$ 27,145</u>	
	\$ 135,724	
Original Contract	\$ 0	
Additional Police Shed Fees		\$ 135,724

Fire Shed

Current Police Shed Design (8% of \$697,894)		
Design Phase(s)	\$ 44,665	
Construction Administration	<u>\$ 11,166</u>	
	\$ 55,831	
Original Contract	\$ 0	
Additional Fire Shed Fees		\$ 55,831

Skills Pad

Current Skills Pad Design (8% of \$2,419,128)		
Design Phase(s)	\$ 154,824	
Construction Administration	<u>\$ 38,706</u>	
	\$ 193,530	
Original Contract	\$ 0	
Additional Skills Pad Fees (includes additional Civil fees)		\$ 195,530

Commissioning

Current Design		
Partial Mechanical	\$ 34,000	
Envelope	<u>\$ 7,500</u>	
	\$ 41,500	
Original Contract		
Partial Contract	\$ 27,500	
Envelope	<u>\$ 6,000</u>	
	\$ 33,500	
Additional Commissioning Fees		<u>\$ 8,000</u>

TOTAL ADDITIONAL SERVICES

\$ 710,965

Refer to Exhibits B, C, D, E and F

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.

Brinkley Sargent Wiginton Architects, Inc.
Dallas, TX United States

Certificate Number:
2025-1300366

Date Filed:
04/24/2025

Date Acknowledged:

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

City of Round Rock

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

000000
22406.00 - Round Rock Public Safety Training Center Phase 2, Supplemental #2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Boles, Denny	Austin, TX United States	X	
	Springs, Stephen	Dallas, TX United States	X	
	Read, Gregory	Dallas, TX United States	X	
	Goodman, Charles	Dallas, TX United States		X
	Irwin, Gina	Waco, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Denny Boles, and my date of birth is [REDACTED].

My address is 1005 E. Saint Elmo Road, Bldg 8, Austin, TX, 78745, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 24th day of April, 2025.
(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.**

Brinkley Sargent Wiginton Architects, Inc.
Dallas, TX United States

Certificate Number:
2025-1300366

Date Filed:
04/24/2025

Date Acknowledged:
04/25/2025

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

City of Round Rock

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

000000
22406.00 - Round Rock Public Safety Training Center Phase 2, Supplemental #2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Boles, Denny	Austin, TX United States	X	
	Springs, Stephen	Dallas, TX United States	X	
	Read, Gregory	Dallas, TX United States	X	
	Goodman, Charles	Dallas, TX United States		X
	Irwin, Gina	Waco, 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.2

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Braun and Butler Construction Inc. for the Griffith Remodel and Paseo Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Chad McDowell, Director of General Services

Cost: \$303,932.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2025-114

During the remodel of the Griffith Building, the windows along the South and East were discovered to be leaking causing mold in the walls of the structure. Change Order No. 1 with Braun and Butler Construction Inc. is to replace 19 windows, install new flashing, and waterproofing. The new windows will have the same shape, arching at the top, to maintain the historic appearance as the old windows. All mold has been remediated by a professional contractor.

Cost: \$303,932.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2025-114

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Braun and Butler Construction, Inc. for the Griffith Remodel and Paseo Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with Braun and Butler Construction, Inc. for the Griffith Remodel and Paseo 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

“A”



एड, 01/16

Department: General Services

Project Name: Griffith Remodel and Paseo Project

Date: 4/4/25City Project
ID Number

Change Order/Quantity
Adjustment No. 1

Vendor	Braun and Bulter Construction Inc.	300 Hazelwood Street, Suite 100, Leander, TX 78641	512-837-2882
	Company Name	Address	Phone No.

Justification

Replace and repair 19 windows identified during construction as failing. During construction windows along the South and East side of the building were discovered to be leaking causing mold in the walls of the structure. This change order is to replace the windows with like shape to maintain the historical appearance but address the failing window seals, caulking, flashing, and waterproofing.




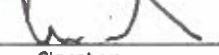
SUMMARY

Original Contract Price:	\$15,031,728.00	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$15,031,728.00	
Previous Change Order(s):	\$0.00	0%
This Change Order:	\$303,932.00	2%
Total Change Order(s) To Date:	\$303,932.00	2%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$15,335,660.00	
Difference between Original and Adjusted Contract Prices:	\$303,932.00	
Original Contract Time:	518	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	0	
New Contract Time:	518	

Submitted for Approval

Prepared By: Richard Will Signature: Richard Will Printed Name, Title, Company: Building Construction Manager, City of Round Rock Date: 4/4/2025

Approvals

Architect:		Andrew Green, Associate, McKinney York Architects	04/04/2025
	Signature	Printed Name, Title, Company	Date
Contractor:		Austin Ratch, Project Manager, Braun & Butler	4/7/25
	Signature	Printed Name, Title, Company	Date
City Project Manager:		Corey Amidon GS	4/7/25
	Signature	Printed Name, Title	Date
Mayor/City Manager:			
	Signature	Printed Name, Title	Date

Project Name: Griffith Remodel and Paseo Project

Quan. Adj./Change Order No.: 1

[illegible]



Job Name: Griffith & Paseo 1979 Windows & Masonry

Date: 1/14/2025 Tooth-out Masonry

	Mhrs	Qty	Unit	Miscellaneous		Labor		Material		Total
				UP	Amount	UP	Amount	UP	Amount	
1 General Conditions										0
Front End Plan Work		1	ls			3,250	3250			3,250
Senior Project Manager		0	wk			850	0			0
Project Manager		0	wk			1,850	0			0
Truck Expense		0	wk			275	0			0
Superintendent		4	wk			3,950	15800			15,800
Truck Expense		4	wk			500	2000			2,000
Interim Cleanup Labor		48	mhrs			32	1536			1,536
Project Office Clerical Support		4	wk			800	3200			3,200
										0
Job Office Supplies		0	mo	100	0					0
Telephone / Computer Service		2	mo	950	1,900					1,900
Drinking Water		0	mo	150	0					0
Plan Reproduction		0	ls	250	0					0
Dumpster Service		8	ea	950	7,600					7,600
Chemical Toilet each		0	mo	425	0					0
Rentals		1	ls	3,000	3,000					3,000
										0
										0
1.0 Allowances										0
contractor's contingency					20,000					20,000
										0
DIV 2 - EXISTING CONDITIONS										0
										0
2.40 Masonry Removal & Abatement					35,820					35,820
Tooth out 1' around window locations										0
										0
2.50 Existing Concealed: Microbial - Remediation					38,130					38,130
										0
										0
DIV 4 - MASONRY										0
										0
4.0 Masonry Reinstallation					30,560					30,560
										0
										0
DIV 5 - METALS										0
										0
5.50 Metal Fabrications (lintels)					10,799					10,799
										0
										0
DIV 6 - WOOD, PLASTICS, COMPOSITES										0
										0
6.10 Rough Carpentry for Masonry support					3,000					3,000
Opening Coverings after removal					3,000					3,000
										0
6.20 Finish Carpentry @ window sills					5,000					5,000
										0
										0
DIV 7 - THERMAL & MOISTURE PROTECTION										0
										0
7.10 Damp proofing and Waterproofing					7,200					7,200
										0
7.60 Flashing and Sheet Metal					12,500					12,500



Job Name: Griffith & Paseo 1979 Windows & Masonry

Date: 1/14/2025 Tooth-out Masonry

	Mhrs	Qty	Unit	Miscellaneous		Labor		Material		Total
				UP	Amount	UP	Amount	UP	Amount	
										0
7.90 Interior Joint Protection					8,280					8,280
										0
DIV 8 - OPENINGS										0
										0
8.50 Windows					0					0
New Window Material Installation					58,253					58,253
										0
DIV 9 - FINISHES										0
										0
9.10 Blocking, Sheathing, Drywall, Cornerbead					5,000					5,000
										0
9.90 Paint & Coatings (lintels)					2,500					2,500
										0
										0
Temporary Fence		250	If	9	2,250					2,250
Traffic Control Plan & Devices		1	Is		3,500					3,500
										0
Project Insurance					3,590					3,590
										0
										0
SUBTOTAL					261,882		25,786		0	287,668
CM Fee					3.75%					10,788
Total Before Bond										298,455
Bond Cost (yes=1)					1					5,477
Sales tax on Material					0.00%					0
Sales tax on Total					0.00%					0
SUMMARY TOTAL										303,932

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.

Braun & Butler Construction, Inc.
Leander, TX United States

Certificate Number:
2025-1300331

Date Filed:
04/24/2025

Date Acknowledged:

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

City of Round Rock

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

000000 Griffith Remodel & Paseo
Change Order #1 Construction Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heinze, Kenton	Leander, TX United States	X	
	Lauterjung, Brian	Leander, TX United States	X	
	Juren, Colin	Leander, TX United States	X	
	Roberts, Kaci	Leander, TX United States	X	

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Kaci Roberts, and my date of birth is [REDACTED].

My address is 300 Hazelwood Street, Suite 100, Leander, TX, 78641, 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 24 day of April, 2025.
(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.

Braun & Butler Construction, Inc.
Leander, TX United States

Certificate Number:
2025-1300331

Date Filed:
04/24/2025

Date Acknowledged:
04/24/2025

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City of Round Rock

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000000 Griffith Remodel & Paseo
Change Order #1 Construction Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heinze, Kenton	Leander, TX United States	X	
	Lauterjung, Brian	Leander, TX United States	X	
	Juren, Colin	Leander, TX United States	X	
	Roberts, Kaci	Leander, 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.3

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Georgetown regarding the encroachment of Georgetown electrical facilities into a Round Rock owned waterline easement.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit A, MAP

Department: Public Works

Text of Legislative File 2025-121

The City of Round Rock has a 36-inch potable water transmission main that extends east / west along the north side of Westinghouse Road, east of Rabbit Hill Road. The water transmission main is located in a non-exclusive easement and recorded under Document No. 2001027705.

The City of Georgetown needed to cross Round Rock's water easement with an underground electric line in order to serve a small commercial development. The City of Georgetown requested Round Rock's consent to cross the water easements with their own respective electric easement.

The Interlocal Agreement (ILA) between the City of Round Rock and City of Georgetown defines the rights associated with the crossings of the two easements. The ILA makes each City responsible for damage to the other City's infrastructure if they are completing work inside the easement area.

RESOLUTION NO. R-2025-121

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with the City of Georgetown regarding the encroachment of Georgetown electrical facilities into a Round Rock owned waterline easement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement between the City of Round Rock, Texas and the City of Georgetown, Texas regarding the encroachment of Georgetown electrical facilities into a Round Rock owned waterline easement, 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**INTERLOCAL AGREEMENT BY AND
BETWEEN THE CITY OF ROUND ROCK AND THE CITY OF GEORGETOWN**

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

This Interlocal Agreement by and between the City of Round Rock and the City of Georgetown ("**Agreement**") is entered into as of this ____ day of _____, 2025 (the "**Effective Date**") by and between the City of Round Rock, Texas, a Texas home-rule municipal corporation ("**Round Rock**"), and the City of Georgetown, a Texas home-rule municipal corporation ("**Georgetown**").

BACKGROUND:

WHEREAS, Chapter 791 of the Texas Government Code, entitled the "Interlocal Cooperation Act", allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, Round Rock is the holder of a water line easement recorded under Document Number 2001027705 of the Official Public Records of Williamson County, Texas (the "**Round Rock Water Line Easement**") containing one or more water lines and related facilities therein (the "**Round Rock Water Line Facilities**"); and

WHEREAS, the boundaries of the Round Rock Water Line Easement are further described and depicted on Exhibit "A" attached hereto (the "**Round Rock Water Line Easement Area**"); and

WHEREAS, Georgetown has requested Round Rock's consent to cross the Round Rock Water Line Easement Area and the Round Rock Water Line Facilities for Georgetown's placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of electric utility and telecommunication lines and related facilities (the "**Georgetown Electric Facilities**"), and Georgetown has correspondingly requested a grant of an electric easement (the "**Georgetown Electric Easement**") from GTW Development, LLC, a Texas limited liability company; and

WHEREAS, the boundaries of the Georgetown Electric Easement are further described and depicted on Exhibit "B" attached hereto (the "**Georgetown Electric Easement Area**"); and

WHEREAS, Round Rock is willing to consent to the Georgetown Electric Easement and the Georgetown Electric Facilities crossing the Round Rock Water Line Easement Area and the Round Rock Water Line Facilities, as specifically described and shown on the attached drawings marked as Exhibit "C", but in order to ensure that Round Rock can continue to safely and efficiently carry out the purposes of the Round Rock Water Line Easement, Round Rock has requested that Georgetown agree to the terms set forth herein; and

WHEREAS, Round Rock and Georgetown are agreeable to such terms.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Round Rock and Georgetown agree as follows:

1. Construction and Crossing of the Water Line Easement Area. Round Rock agrees to allow Georgetown to place, construct, operate, repair, maintain, replace, upgrade, rebuild and/or remove the Georgetown Electric Facilities in the location described and shown on the attached drawings, marked as Exhibit "D". As long as Georgetown places, constructs, operates, repairs, maintains, replaces, upgrades, rebuilds and/or removes the Georgetown Electric Facilities in such location, Round Rock shall not require, or otherwise force, Georgetown to move or relocate the Georgetown Electric Facilities from such location. Georgetown shall not erect or construct any building, pole, switchgear, or other similar structure or obstruction within the Round Rock Water Line Easement Area. Round Rock also consents to the grant of the Georgetown Electric Easement to Georgetown by GTW Development, LLC, a Texas limited liability company, in the form attached hereto as Exhibit "E", subject to, and in accordance with, the terms and provisions set forth herein.

2. Maintenance of the Georgetown Electric Facilities. Georgetown shall at all times conduct all of its activities within the Georgetown Electric Easement Area in a manner that does not interfere with or prevent Round Rock's use of the Round Rock Water Line Easement. If at any time Round Rock, in its sole, but reasonable, discretion, determines that the safety, operation or maintenance of the Round Rock Water Line Facilities are adversely affected or impeded by the Georgetown Electric Facilities, Round Rock shall notify Georgetown, and Georgetown shall promptly take any and all necessary action to protect the Round Rock Water Line Facilities from such adverse condition. If Georgetown causes damage to the Round Rock Water Line Facilities, Georgetown shall be solely responsible for the costs of repair.

3. Maintenance of Georgetown Electric Facilities. Georgetown, at Georgetown's sole expense, shall maintain and operate the Georgetown Electric Facilities, and Round Rock

will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the Georgetown Electric Facilities.

5. Entire Agreement. This Agreement contains the entire agreement of the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

6. Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the parties hereto.

7. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

8. Governing Law. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law without respect to Texas' choice of law rules.

9. Notices. Any notices given under this Agreement will be effective if (i) forwarded to a party hereto by hand-delivery; (ii) transmitted to a party hereto by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the party indicated below:

Georgetown: City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627
Phone: (512) 930-3723

Round Rock: City of Round Rock
Attn: City Manager
221 E. Main Street
Round Rock, Texas 78664
Phone: (512) 218-5400

10. Cooperation. The parties hereto agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

11. Payments from Current Revenue. Any payments required to be made by a party under this Agreement will be paid from current revenues and or other funds lawfully available to the party for such purpose.

12. Independent Relationship. Each party hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose.

13. No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

14. Paragraph Headings. The paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

15. Successors and Assigns. This Agreement shall bind and inure to the benefit the parties hereto and their respective successors and permitted assigns, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

14. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same instrument.

City of Round Rock, Texas,
a Texas home-rule municipal corporation

By: _____
Craig Morgan, Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20____, by Craig Morgan, Mayor of City of Round Rock, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

ATTEST:

Ann Franklin, City Clerk

City of Georgetown,
a Texas home-rule municipal corporation

By: 
David Morgan, City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 22 day of April, 2025, by David Morgan, City Manager of City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.




Notary Public, State of Texas

ATTEST:


Robyn Densmore, City Secretary

APPROVED AS TO FORM:


Skye Masson, City Attorney

EXHIBIT "A"

TO

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF
ROUND ROCK AND THE CITY OF GEORGETOWN

WATER LINE EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THAT Ronald Benderson, Randall Benderson and David H. Baldauf as Trustees under a Trust Agreement dated October 14, 1985, known as the Benderson 85-1 Trust and Buffalo-Westinghouse Associates, LLC, and their successors and assigns ("**Grantor**"), for and in consideration of the sum of TEN and no/100th DOLLARS (\$10.00) and for other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation ("**Grantee**"), receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Sell, and Convey, unto Grantee, subject to the provisions and conditions hereinafter set forth, a non-exclusive easement and right-of-way (the "**Easement**") to construct, install, backfill, operate, maintain, inspect, reconstruct, rebuild, repair, and remove two waterlines for a water distribution system, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements and appurtenances thereto, in, upon, over, under, and across the following described property of Grantor, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual, provided however, that said Easement, rights, and privileges shall cease and revert to Grantor in the event both waterlines are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Grantor further grants to Grantee:

- (a) the reasonable right, at Grantee's sole cost and expense, to grade the Easement, if required, for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easement to no more than twenty (20) feet;
- (b) the right, at Grantee's sole cost and expense, to support, if necessary, the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary;
- (c) the reasonable right of ingress to and egress from the Easement over and across Grantor's property by means of roads and lanes thereon, if such exist, provided that

Grantee shall (i) cooperate with Grantor to minimize the damage, inconvenience, interference and congestion on and to Grantor's roads and lanes and (ii) at its sole cost and expense, repair, replace and restore said roads and lanes to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, said route or routes to be restored, at Grantee's sole cost and expense, to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision; provided that such right of ingress and egress shall not extend to any portion of Grantor's property which is isolated from the Easement by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the reasonable right of the Grantee, at its sole cost and expense, to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, at its sole cost and expense, replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, the foregoing right of ingress and egress applies during all periods of construction, installation, operation, maintenance, reconstruction, rebuildings, repairs, and removal as well as other purposes necessary for the proper use of this Easement;

- (d) the right of ingress and egress from time to time, as required, and at Grantee's sole cost and expense, to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to the pipelines, valves, appliances or fittings, by reason of the danger of falling thereon, or which may interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable to Grantor for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee at its sole cost and expense. The rights conferred to Grantee pursuant to this paragraph are conditioned upon Grantee securing all municipal permits, approvals and authorizations that are necessary to exercise any of said rights;
- (e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement;
- (f) the right to mark the location of the Easement by suitable markers set in or upon the ground; provided that such markers shall be placed on fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement;
- (b) Grantee shall promptly backfill any trench made by it on the Easement and repair any damage it shall do to Grantor's private roads or lanes on Grantor's property;
- (c) Grantee shall indemnify and hold Grantor harmless from and against any losses, liabilities, damages, costs and expenses which shall be caused by the exercise by Grantee, its employees, agents, contractors, subcontractors or assigns of any of the rights conferred to Grantee by this Easement;
- (d) Grantee shall, at its own cost and expense, install sleeves that will cross beneath the waterlines contemplated herein and enable Grantor to access the sleeves. The sleeves shall be constructed and located in the area and as depicted on (i) that certain Off Phase Sanitary Sewer Plan & Profile dated February 26, 1997, prepared by C&S Engineers, Inc. and attached hereto as Exhibit "B" and made a part hereof, (ii) that certain Offsite Utilities Gravity Sewer Plan & Profile dated February 26, 1997, prepared by C&S Engineers, Inc. and attached hereto as Exhibit "C" and made a part hereof and (iii) that certain Utility Plan Phase I dated February 26, 1997, prepared by C&S Engineers, Inc. and attached hereto as Exhibit "D" and made a part hereof. Grantee shall mark the location of such sleeves and shall provide survey maps that identify the location of said sleeves and certify compliance with the specifications detailed on Exhibits "B", "C" and "D";
- (e) Grantee shall, at its own cost and expense and pursuant to the specifications detailed on Exhibits "B", "C" and "D", encase the waterlines contemplated herein in concrete where said waterlines cross under the access drives now existing or to exist on Grantor's property;
- (f) Grantee shall, at its sole cost and expense and after any construction or maintenance of the waterlines contemplated herein, restore the surface of the Easement as near as possible to the condition said surface was in prior to said construction and maintenance.

Grantor also retains, reserves, and shall continue to enjoy the Easement for any and all purposes which do not interfere with and prevent the reasonable use by Grantee of the Easement, including the right to build, develop, maintain and use the Easement for drainage ditches and private streets, utilities, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses and/or to dedicate all or any part of the Easement to any city or county for use as a public street, road or alley and/or to convey easement rights within all or any part of the Easement to any utility companies that serve Grantor's property; provided Grantor shall not erect or construct on the Easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 18th day of April, 2001.

**RONALD BENDERSON, RANDALL BENDERSON
AND DAVID H. BALDAUF AS TRUSTEES UNDER A
TRUST AGREEMENT DATED OCTOBER 14, 1985,
KNOWN AS THE BENDERSON 85-1 TRUST**

By: David H. Baldauf
(30) David H. Baldauf, Trustee

BUFFALO-WESTINGHOUSE ASSOCIATES, LLC

By: David H. Baldauf
David H. Baldauf, Manager

STATE OF NEW YORK

COUNTY OF ERIE

This instrument was acknowledged before me on this the 18th day of April, 2001, by DAVID H. BALDAUF, TRUSTEE for BENDERSON 85-1 TRUST.

Nancy Marie Scalzi
Notary Public, State of New York

STATE OF NEW YORK

COUNTY OF ERIE

This instrument was acknowledged before me on this the 18th day of April, 2001, by DAVID H. BALDAUF, MANAGER for BUFFALO-WESTINGHOUSE ASSOCIATES, LLC.

Nancy Marie Scalzi
Notary Public, State of New York

After recording please return to:

(2) Brown McCarroll Sheets & Crossfield, LLP
309 East Main, Round Rock, Texas 78664 5246

NANCY MARIE SCALZI
NOTARY PUBLIC, STATE OF NEW YORK
Reg. No. 01SC8006469
QUALIFIED IN ERIE COUNTY
My Commission Expires May 4, 2002

EXHIBIT "A"

Metes and Bounds Description
25-Foot Waterline Easement
0.116 Acres (5,043 Sq. Ft.)

Being an easement containing 0.116 acres (5,043 square feet) of land situated in J. S. Patterson Survey, A-502 of Williamson County, Texas and being a portion of a called 3.35 acre tract described in deed to Ronald Benderson et al recorded under Document No. 9725163 of the Official Records Williamson County, Texas (O.R.W.C.T.). Said 0.116 acre Waterline easement being more particularly described by metes and bounds as follows with all bearings referenced to the Texas State Plane Coordinate System, Central Zone in terms of NAD83/93 datum, surface distances recited herein may be converted to grid by multiplying by the combined factor of 0.999870053:

COMMENCING for reference at 1/2-inch iron rod found marking the southeast corner of a called 92.15 acre tract described in deed to Ronald Benderson et al recorded under Document No. 9725164 of said O.R.W.C.T., also being the southwest corner of a called 200 acre tract described in deed to Margaret M. Nash recorded in Volume 802, Page 355 of the Williamson County Deed Records also being a point in a northerly right-of-way line of Westinghouse Road (County Road 111);

THENCE, South 71°59'21" West, crossing said 92.15 acre tract and a portion of said Westinghouse Road right-of-way, a distance of 490.54 feet to the southeast corner of said 3.35 acre tract;

THENCE, North 15°33'01" West, along the easterly line of said 3.35 acre tract, a distance of 33.11 feet to the POINT OF BEGINNING of the herein described easement;

THENCE, South 69°44'49" West, across said 3.35 acre tract, a distance of 201.12 feet to a point in the westerly line of said 3.35 acre tract and being an interior line of said 92.15 acre tract;

THENCE, North 18°13'31" West, along the line common to the westerly line of said 3.35 acre tract and to an interior line of said 92.15 acre tract, a distance of 25.02 feet to the northwest corner of the herein described easement;

THENCE, North 69°44'49" East, crossing said 3.35 acre tract, a distance of 202.29 feet to the northeast corner of the herein described easement and being a point in the easterly line of said 3.35 acre tract;

THENCE, South 15°33'01" East, along the easterly line of said 3.35 acre tract, a distance of 25.08 feet to the POINT OF BEGINNING and containing a computed area of 5,043 square feet or 0.116 acres of land more or less

A separate sketch of easement accompanies this metes and bounds description.

Prepared By:
SURVCON INC.
5316 Hwy. 290 West, Suite 480
Austin, Texas 78735
Job No. 417-731
24 February, 2000



R. Anderson
6/2/2000

Metes and Bounds Description
Waterline Easement No.1
0.139 Acres (6,053 Sq. Ft.)

Being an easement containing 0.139 acres (6,053 square feet) of land situated in the J. S. Patterson Survey, A-502 of Williamson County, Texas and being a portion of a called 92.15 acre tract described as Tract No. 4 to Ronald Benderson in deed recorded under Document No. 9725164 of the Official Records Williamson County, Texas (O.R.W.C.T.). Said 0.139 acre easement being more particularly described by metes and bounds as follows with all bearings referenced to Texas State Plane Coordinate System, Central Zone in terms of NAD83/93 datum, surface distances recited herein may be converted to grid by multiplying by the combined factor of 0.999870053:

COMMENCING for reference at 1/2-inch iron rod found marking the southeast corner of said 92.15 acre tract also being the southwest corner of a called 200 acre tract described in deed to Margaret M. Nash recorded in Volume 402, Page 355 of the Williamson County Deed Records also being a point in a northerly right-of-way line of Westinghouse Road (County Road 111);

THENCE, South 74°14' 19" West, crossing said 92.15 acre tract, a distance of 245.09 feet to a point in a southerly line of said 92.15 acre tract;

THENCE, North 20°12'12" West, a distance of 33.00 feet to the POINT OF BEGINNING of the herein described easement;

THENCE, South 69°44'49" West, crossing said 92.15 acre tract, a distance of 243.15 feet to a point in the easterly property line of a called 3.35 acre tract conveyed to Ronald Benderson by deed recorded under Document No. 9725163 of said O.R.W.C.T.;

THENCE, North 15°33'01" West, along the line common to the easterly line of said 3.35 acre tract and to an interior line of said 92.15 acre tract, a distance of 25.08 feet to the northwest corner of the herein described easement;

THENCE, crossing said 92.15 acre tract the following two (2) courses:

1. North 69°44'49" East, a distance of 241.11 feet to the northeast corner of the herein described easement;
2. South 20°12'12" East, a distance of 25.00 feet to the POINT OF BEGINNING and containing a computed area of 6,053 square feet or 0.139 acres of land more or less.

A separate sketch of easement accompanies this metes and bounds description.

Prepared By:
SURVCON INC.
5316 Hwy. 290 West, Suite 480
Austin, Texas 78735
Job No. 417-731
APRIL, 2000



By Anderson
6/2/2000

**Metes and Bounds Description
25-Foot Waterline Easement
0.650 Acres (28,299 Sq. Ft.)**

Being an easement containing 0.650 acres (28,299 square feet) of land situated in the J. S. Patterson Survey, A-502 of Williamson County, Texas and being a portion of a called 92.15 acre tract described as Tract No. 4 to Ronald Benderson in deed recorded under Document No. 9725164 of the Official Records Williamson County, Texas (O.R.W.C.T.). Said 0.650 acre easement being more particularly described by metes and bounds as follows with all bearings referenced to the Texas State Plane Coordinate System, Central Zone in terms of NAD83/93 datum, surface distances recited herein may be converted to grid by multiplying by the combined factor of 0.999870053:

COMMENCING for reference at 1/2-inch iron rod found marking the southeast corner of a called 92.15 acre tract described in deed to Ronald Benderson et al recorded under Document No. 9725164 of said O.R.W.C.T., also being the southwest corner of a called 200 acre tract described in deed to Margaret M. Nash recorded in Volume 802, Page 365 of the Williamson County Deed Records also being a point in a northerly right-of-way line of Westinghouse Road (County Road 111);

THENCE, South 71°20'27" West, crossing said 92.15 acre tract and a portion of said Westinghouse Road right-of-way, a distance of 690.01 feet to the southwest corner of a called 3.35 acre tract described in deed to Ronald Benderson et al recorded under Document No. 9725163 of said O.R.W.C.T., being an interior corner of said 92.15 acre tract;

THENCE, North 18°13'31" West, along the line common to the westerly line of said 3.35 acre tract and an interior line of said 92.15 acre tract, a distance of 33.02 feet to the POINT OF BEGINNING of the herein described easement;

THENCE, crossing said 92.15 acre tract the following three (3) courses:

1. South 69°44'49" West, a distance of 874.18 feet to an angle point;
2. South 64°59'55" West, a distance of 165.58 feet to an angle point;
3. South 72°48'06" West, a distance of 91.73 feet to a point in a westerly line of said 92.15 acre tract and being in an easterly line of a called 13.37 acre tract described in deed to Felter Investments, Ltd. recorded under Document No. 9640148 of said O.R.W.C.T.;

THENCE, North 20°20'47" West, along the line common to the easterly line of said 13.37 acre tract and to a westerly line of said 92.15 acre tract, a distance of 25.04 feet to the northwest corner of the herein described easement;

THENCE, crossing said 92.15 acre tract the following three (3) courses:

1. North 72°48'06" East, a distance of 91.40 feet to an angle point;
2. North 64°59'55" East, a distance of 164.91 feet to an angle point;
3. North 69°44'49" East, a distance of 876.10 feet to the northeast corner of the herein described easement and being a point in the westerly line of said 3.35 acre tract;

THENCE, South 18°13'31" East, along the westerly line of said 3.35 acre tract, a distance of 25.02 feet to the POINT OF BEGINNING and containing a computed area of 28,299 square feet or 0.650 acres of land more or less.

A separate sketch of easement accompanies this metes and bounds description.

Prepared By:
SURVCON INC.
5316 Hwy. 290 West, Suite 480
Austin, Texas 78735
Job No. 417-731
June, 2000



DJ Anderson
6/2/2000

FELTER INVESTMENTS, LTD.
CALLED 13.37 ACRES
DOC. NO. 9840148
O.R.W.C.T.

RONALD BENJONSON ET AL
CALLED 32.15 ACRES
TRACT NO. 4
DOCUMENT NO. 9725164
O.R.W.C.T.

RONALD BENJONSON ET AL
CALLED 3.15 ACRES
TRACT NO. 4
DOCUMENT NO. 9725163
O.R.W.C.T.

RONALD BENJONSON ET AL
CALLED 32.15 ACRES
TRACT NO. 4
DOCUMENT NO. 9725164
O.R.W.C.T.

LEGEND:
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
1/2 INCH SHOWN RED ROUND (PALLETS NOTED OTHERWISE)
O MARKS EASEMENT CORNER NOT SET.
O MARKS OFFICIAL RECORDS WILLAMSON COUNTY, TEXAS
W.C.O.R. WILLAMSON COUNTY DEED RECORDS
E EASEMENT PROPERTY LINE

VANDERKAT N. NASH
CALLED 300 ACRES
VOL. 802, PG. 355
W.C.O.R.

ACCESS AND CONSTRUCTION EASEMENT No2
0.870 ACRES (37,687 SQ. FT.)

CHARLES J. JOHNSON
CALLED 200 ACRES

ACCESS AND CONSTRUCTION EASEMENT

CHARLES J. JOHNSON
CALLED 80.0 ACRES
TRACT NO. 1
VOL. 808, PG. 817
W.C.O.R.

ACCESS AND CONSTRUCTION EASEMENT No1
0.185 ACRES (8,088 SQ. FT.)

WATERHOLE NO. (COUNTY NO. NO. 111)
(NORTH VAINES)

SKETCH OF
21.139 ACRES (9,083 SQ. FT.)
ACCESS AND CONSTRUCTION EASEMENT No1
0.185 ACRES (8,088 SQ. FT.)
23' WATERLINE EASEMENT No2
0.650 ACRES (28,289 SQ. FT.)
ACCESS AND CONSTRUCTION EASEMENT No2
0.870 ACRES (37,687 SQ. FT.)
J.S. PATTERSON SURVEY, A-502
WILLAMSON COUNTY, TEXAS

SURVEYON INC.
PROFESSIONAL SURVEYORS
3318 HWY. 200 WEST, SUITE 400
ALFRED, TEXAS 78734
TELEPHONE (817) 881-8125, FAX (817) 881-4380
WWW.SURVEYON.COM

SCALE: 1" = 100'
DATE: JUNE, 2000
DRAWN BY: J.A.
CHECKED BY: D.A.

LINE	BEARING	LENGTH
1	S 20°13'12" E	23.00'
2	S 20°12'12" E	33.00'
3	N 18°33'01" W	33.11'
4	N 18°33'01" W	23.08'
5	S 18°13'35" E	23.02'
6	S 18°13'31" E	33.07'
7	N 72°48'08" E	31.40'
8	S 72°48'08" W	31.23'
9	N 20°20'47" W	43.81'
10	N 20°20'47" W	23.01'



6/2/2000

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

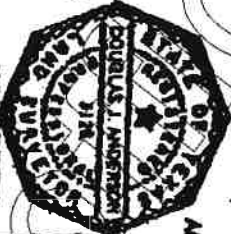
4. **CONCLUSIONS**

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5 71-59-21

1. THIS SECTION OF CASADORE IS ACCOMPANIED BY A SEPARATE NOTES AND BOOKS DESCRIPTION. 2. LEAVINGS ARE IN TERMS OF STAY PLANT, COGNOMINE STRESS, TONGS CONTRA, FLOW IN TONGS OF MODERATE PAUL, ESPECIALLY IN U.S. BARRY ETC., DISTRICT, SIGNA NATION MAY BE CONSIDERED TO ONE BY LEAVING BY THE CHAINED FACTOR OF DIFFERENTIAL.

6/2/2000



SECTION OF
25' WATERLINE EASEMENT
0.116 ACRE (5,042 SQ. FT.)
ACCESS AND CONSTRUCTION EASEMENT
0.152 ACRE (6,611 SQ. FT.)
J. S. PATTERSON SURVEY, A-502
WILLIAMSON COUNTY, TEXAS



SURVCON INC.
PROFESSIONAL SURVEYORS
3410 HWY. 700 WEST, SUITE 400
FARMERSVILLE, TEXAS 77936

ALSTON, TEDD 74774
MC (312) 603-6782, FAX (312) 444-3260

200 4: 617-731	200 4: 617-731
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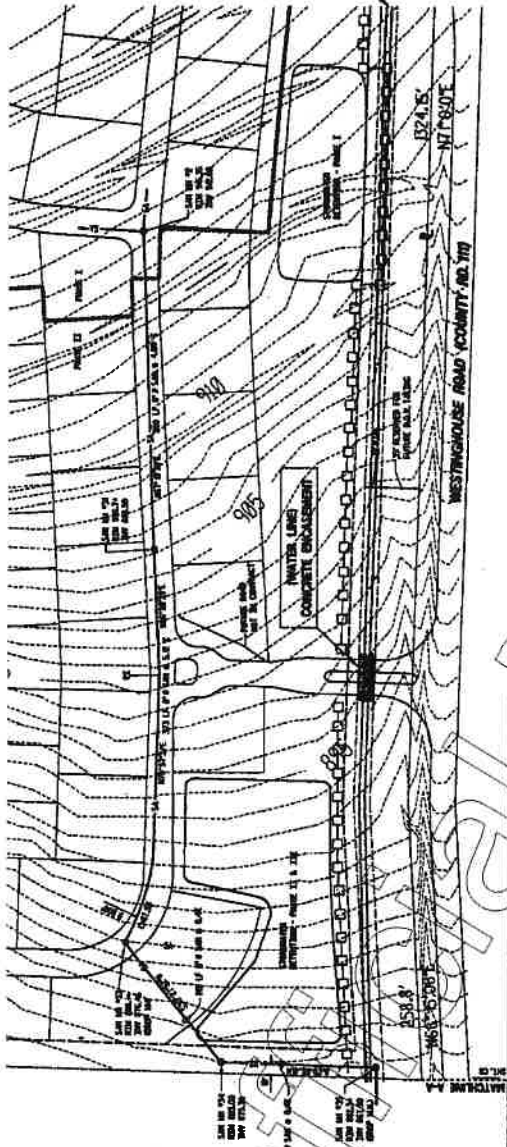
DATE, 2000	PAID N/A
N.	END REC.

RECORDERS MEMORANDUM

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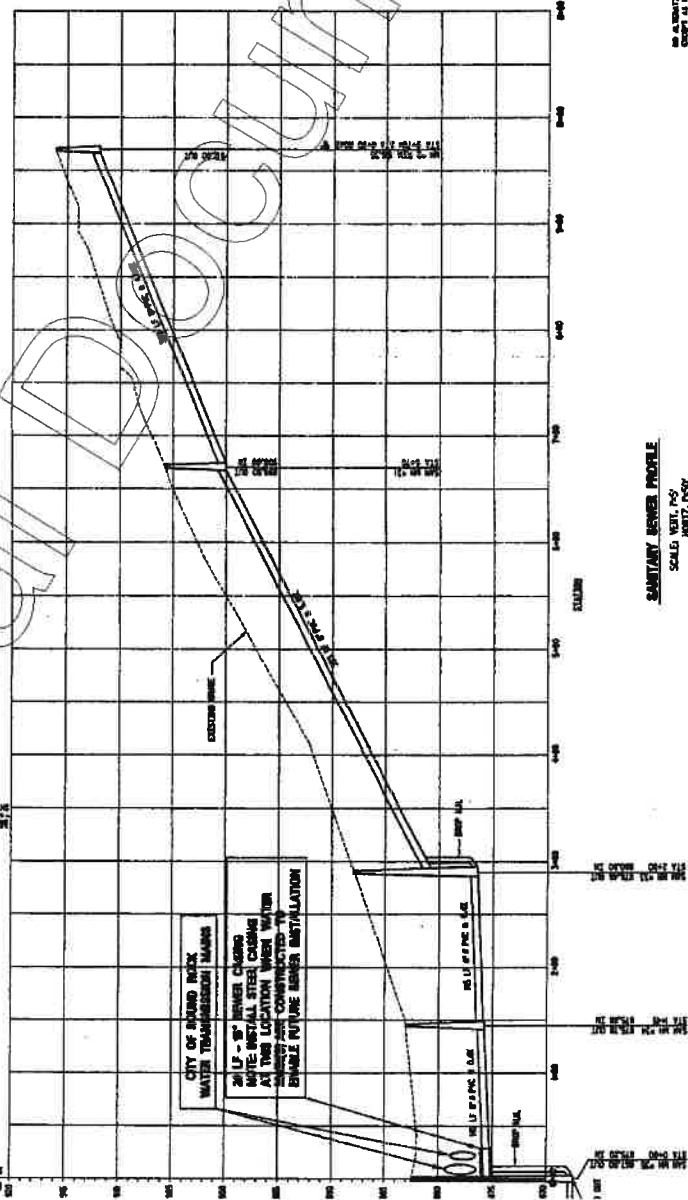
STANLEY K. WASH
700 A2785
VOLUME 89L P/10C 365
N.C.O.R.

EXHIBIT "B"



SANITARY SEWER PLAN
SCALE: 1"=40'

NOTE: ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



SANITARY SEWER PROFILE
SCALE: VERT. 1"=4'
HORIZ. 1"=40'

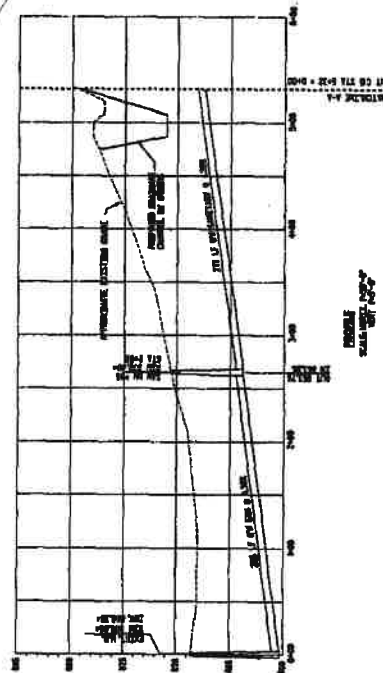
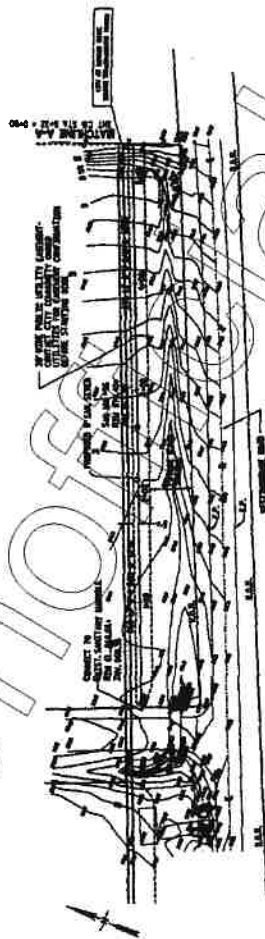
NO GUARANTEE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN EXCEPT AS INDICATED ABOVE THIS STATE OF

CITY OF SECONTON		WINDMILL HILL OFF PHASE SANITARY SEWER PLAN & PROFILE		SHEET NO. C5	
DATE: 12/10/10		DRAWN BY: J. H. HARRIS		CHECKED BY: J. H. HARRIS	
DESIGNED BY: J. H. HARRIS		PROJECT NO. 10-000000		SHEET NO. C5	
CITY OF SECONTON		CITY OF SECONTON		CITY OF SECONTON	

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

EXHIBIT "C"

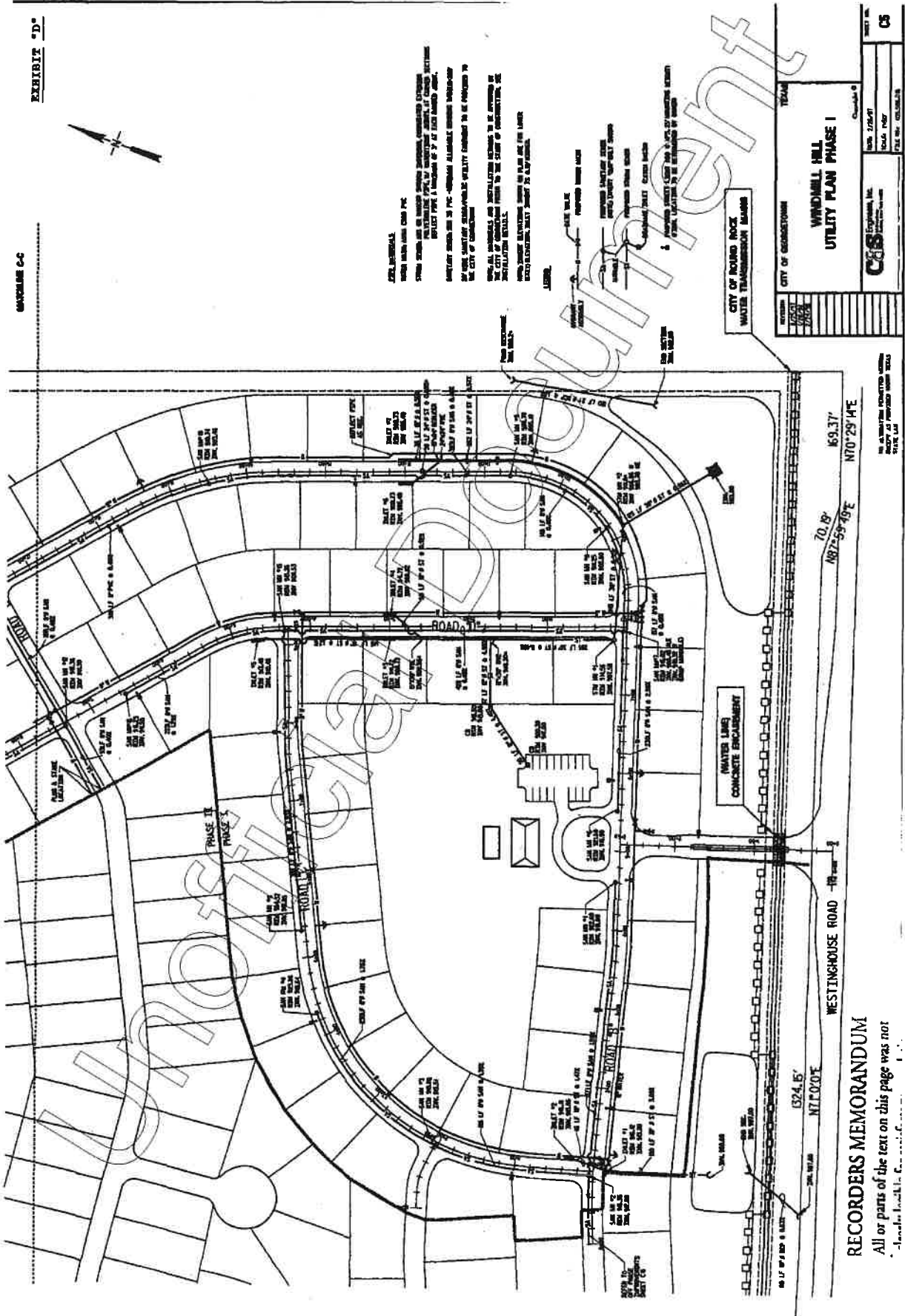


CITY OF WASHINGTON		TITLE	
WINDMILL HILL		GRAVITY SEWER PLAN & PROFILE	
OFFSITE UTILITIES		DATE: 1/15/71	
DESIGNED BY: C&S ENGINEERS, INC.		CHECKED BY: J. D. WOOD	
DRAWN BY: J. D. WOOD		SCALE: AS SHOWN	
C&S ENGINEERS, INC.		FBI # 10-102428	
1000 14th Street, N.W.		WASHINGTON, D.C. 20004	
TELEPHONE: 222-1111		FAX: 222-1111	
SHEET NO.		3	

ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN FEET AND INCHES. DIMENSIONS IN FEET SHALL BE ROUNDED UP TO THE NEXT WHOLE NUMBER.

RECORDERS MEMORANDUM
If or parts of the text on this page was not
clearly legible for satisfactory recordation.

3-2 INTRODUCTION



RECORDERS MEMORANDUM

All or parts of the text on this page was not

[Faint, illegible handwritten notes]

STATE LAW
IN A RECENT DECISION

[illegible]

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

04-25-2001 03:24 PM 2001027705

JACKIE \$45.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

EXHIBIT "B"

TO

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF
ROUND ROCK AND THE CITY OF GEORGETOWN**



Land Surveying. Development.

Firm: 10194104 • 512-915-4950

Physical Address: 831 N. Main Street, Salado 76571

Mailing Address: P.O. Box 798, Salado 76571

FIELD NOTES FOR A 15' WIDE, 0.415 ACRE ELECTRIC EASEMENT:

BEING A 15' WIDE, 0.415 ACRE ELECTRIC EASEMENT, LOCATED IN THE JAMES S. PATTERSON SURVEY, ABSTRACT NO. 502, WILLIAMSON COUNTY, TEXAS, SAID 0.415 ACRE EASEMENT, BEING WITHIN THE REMAINING PORTION OF THAT CALLED 70.08 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021066473, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.415 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a southwest line of the remainder of said 70.08 acre tract, the northeast line of Lot 4, Block A, of Windmill Hill, Phase 2, Lot 4, Block A, according to the plat of record in Document No. 2023087082, Official Public Records, Williamson County, Texas, said point being an exterior corner of the herein described easement which bears N 20° 24' 39" W, a distance of 99.71' from a 1/2" iron rod located in the northwest right-of-way line of Westinghouse Road at the southeast corner of said Lot 4, Block A;

1. **Thence**, with a southwest line of the remainder of said 70.08 acre tract, the northeast line of said Lot 4, Block A, **N 20° 24' 39" W**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a southwest line of the remainder of said 70.08 acre tract, the northeast line of said Lot 4, Block A, said point being the northwest corner of the herein described easement which bears S 20° 24' 39" E, a distance of 161.83' from a 1/2" iron rod located at the northeast corner of said Lot 4, Block A;

Thence, across the remainder of said 70.08 acre tract, the following nine (9) courses and distances:

2. **N 69° 12' 42" E**, a distance of **33.48'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
3. **N 20° 22' 36" W**, a distance of **185.88'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an exterior corner of the herein described easement;
4. **N 69° 41' 23" E**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an exterior corner of the herein described easement;
5. **S 20° 22' 36" E**, a distance of **185.75'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
6. **N 69° 12' 42" E**, a distance of **639.17'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
7. **N 20° 16' 20" W**, a distance of **180.42'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an exterior corner of the herein described easement;
8. **N 69° 41' 23" E**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an exterior corner of the herein described easement;
9. **S 20° 16' 20" E**, a distance of **71.13'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
10. **N 69° 43' 40" E**, a distance of **35.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a northeast line of the remainder of said 70.08 acre tract, the southwest line of Lot 3, Block A, of a Replat of the Amending Plat of Windmill Hill, Phase 2, Lot 3, Block A, according to the plat of record in Document No. 2024004223, Official Public Records, Williamson

County, Texas, said point being an exterior corner of the herein described easement which bears S 20° 16' 20" E, a distance of 71.16' from a 1/2" iron rod located at the northwest corner of said Lot 3, Block A;

11. **Thence**, with a northeast line of the remainder of said 70.08 acre tract, the southwest line of said Lot 3, Block A, **S 20° 16' 20" E**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a northeast line of the remainder of said 70.08 acre tract, the southwest line of said Lot 3, Block A, said point being an exterior corner of the herein described easement which bears N 20° 16' 20" W, a distance of 197.86' from a cotton spindle located in the northwest right-of-way line of Westinghouse Road at the southwest corner of Lot 3, Block A;

Thence, across the remainder of said 70.08 acre tract, the following four (4) courses and distances:

12. **S 69° 43' 40" W**, a distance of **35.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
13. **S 20° 16' 20" E**, a distance of **109.16'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an exterior corner of the herein described easement;
14. **S 69° 12' 41" W**, a distance of **521.06'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
15. **S 20° 08' 55" E**, a distance of **100.27'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in the northwest right-of-way line of Westinghouse Road, a southeast line of the remainder of said 70.08 acre tract, said point being an exterior corner of the herein described easement;
16. **Thence**, with the northwest right-of-way line of Westinghouse Road, a southeast line of the remainder of said 70.08 acre tract, **S 69° 43' 58" W**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in the northwest right-of-way line of Westinghouse Road, a

southeast line of the remainder of said 70.08 acre tract, said point being an exterior corner of the herein described easement;

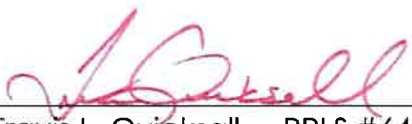
Thence, departing the northwest right-of-way line of Westinghouse Road, across the remainder of said 70.08 acre tract, the following two (2) courses and distances:

17. **N 20° 08' 55" W**, a distance of **100.14'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;

18. **S 69° 12' 42" W**, a distance of **166.55'**, to the **POINT OF BEGINNING** containing **0.415 acres** of land.

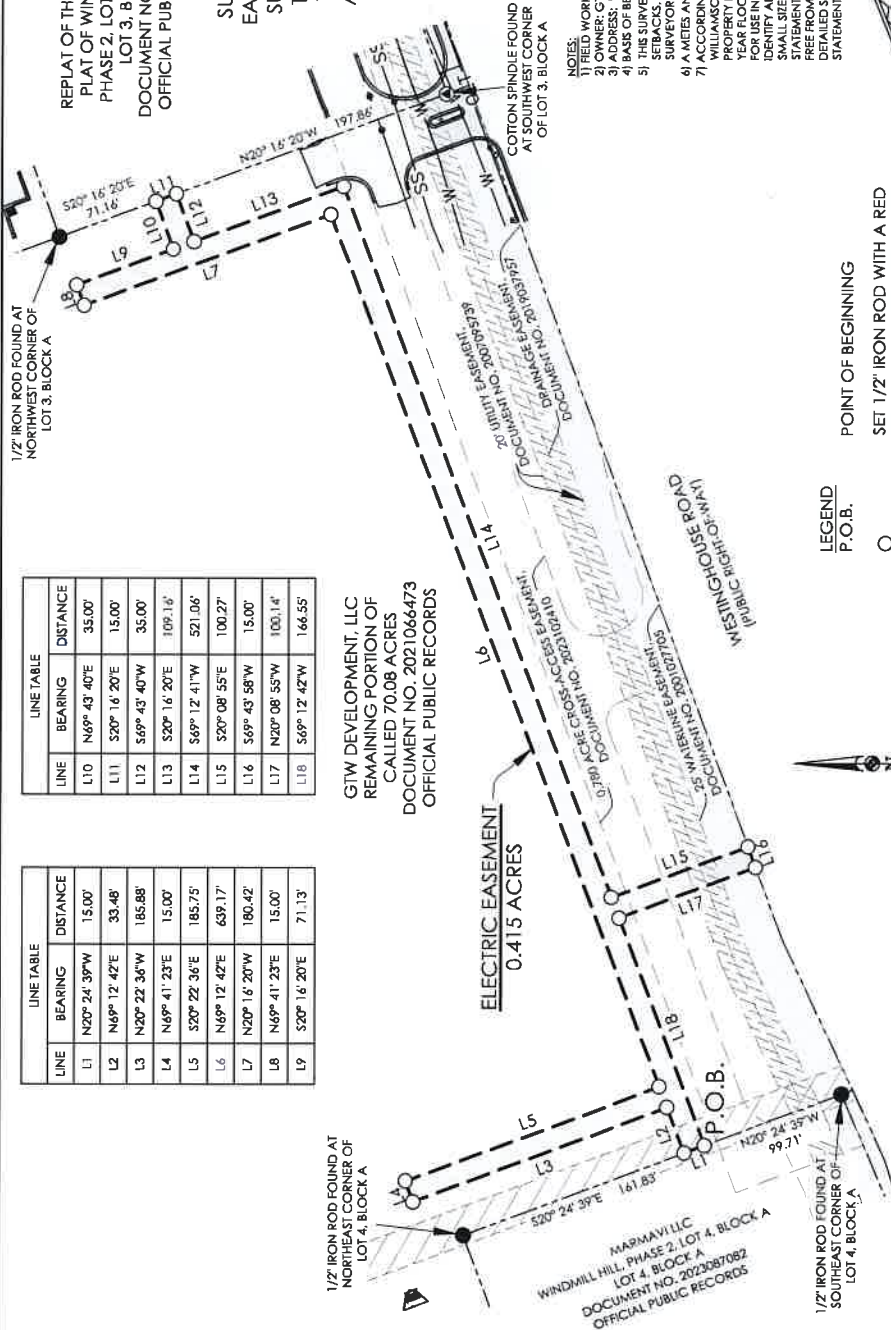
Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 12/18/2024
Job #20-2045.ELEC ESMT-3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20° 24' 39"W	15.00'
L2	N69° 12' 42"E	33.48'
L3	N20° 22' 36"W	185.88'
L4	N69° 41' 23"E	15.00'
L5	S20° 22' 36"E	185.75'
L6	N69° 12' 42"E	639.17'
L7	N20° 16' 20"W	180.42'
L8	N69° 41' 23"E	15.00'
L9	S20° 16' 20"E	71.13'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	N69° 43' 40"E	35.00'
L11	S20° 16' 20"E	15.00'
L12	S69° 43' 40"W	35.00'
L13	S20° 16' 20"E	109.16'
L14	S69° 12' 41"W	521.06'
L15	S20° 08' 55"E	100.27'
L16	S69° 43' 58"W	15.00'
L17	N20° 08' 55"W	100.14'
L18	S69° 12' 42"W	166.55'



REPLAT OF THE AMENDING
PLAT OF WINDMILL HILL,
PHASE 2, LOT 3, BLOCK A,
LOT 3, BLOCK A
DOCUMENT NO. 2024004223
OFFICIAL PUBLIC RECORDS

SURVEY SHOWING A 15' WIDE, 0.415 ACRE ELECTRIC
EASEMENT, LOCATED IN THE JAMES S. PATTERSON
SURVEY, ABSTRACT NO. 502, WILLAMSON COUNTY,
TEXAS, SAID 0.415 ACRE EASEMENT, BEING WITHIN
THE REMAINING PORTION OF THAT CALLED 70.08
ACRE TRACT OF LAND RECORDED IN DOCUMENT
NO. 2021066473, OFFICIAL PUBLIC RECORDS,
WILLAMSON COUNTY, TEXAS.

GTW DEVELOPMENT, LLC
REMAINING PORTION OF
CALLED 70.08 ACRES
DOCUMENT NO. 2021066473
OFFICIAL PUBLIC RECORDS

ELECTRIC EASEMENT
0.415 ACRES

COTTON SPINDLE FOUND
AT SOUTHWEST CORNER
OF LOT 3, BLOCK A

WINDMILL HILL, PHASE 2, LOT 4, BLOCK A
LOT 4, BLOCK A
DOCUMENT NO. 2023087082
OFFICIAL PUBLIC RECORDS

NOTES:

- 1) FIELD WORK PERFORMED ON: MARCH 20, 2024
- 2) OWNER: GTW DEVELOPMENT, LLC
- 3) LOCATION: LOT 4, BLOCK A, WINDMILL HILL, PHASE 2, LOT 3, BLOCK A, LOT 3, BLOCK A
- 4) BASE OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83
- 5) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 6) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
- 7) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLAMSON COUNTY, TEXAS, MAP NUMBER 48491C0485F, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOOD PLAIN. THE FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE IDENTIFIED AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LEGEND
P.O.B.

- SET 1/2" IRON ROD WITH A RED 'EASEMENT MONUMENT' PLASTIC CAP
- 1/2" IRON ROD FOUND WITH A BLUE 'QUICK INC RPLS 6447' PLASTIC CAP
- ⊙ COTTON SPINDLE IN ASPHALT
- ⊙ CALCULATED POINT IN ASPHALT



I HEREBY CERTIFY THAT THE SURVEY WAS MADE ON THE
GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND
BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND
AT THE TIME OF THIS SURVEY.

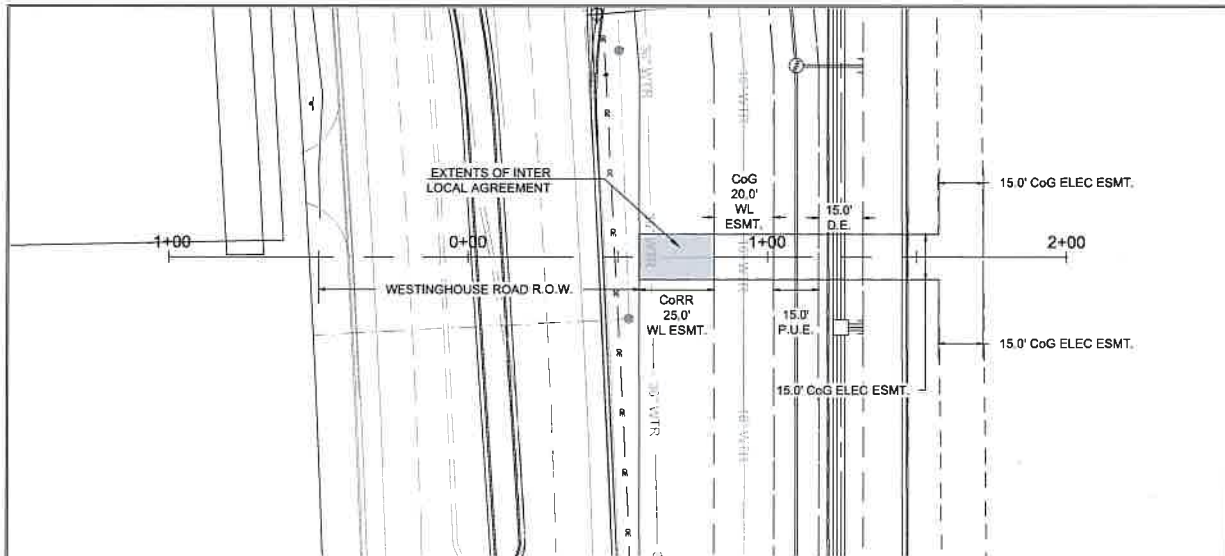
TRAVIS L. QUICKSALL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 20-2045-ELEC-ESMP-3
DATE: DECEMBER 18, 2024

Quick Inc.
Land Surveying, Development.
Firm: 10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

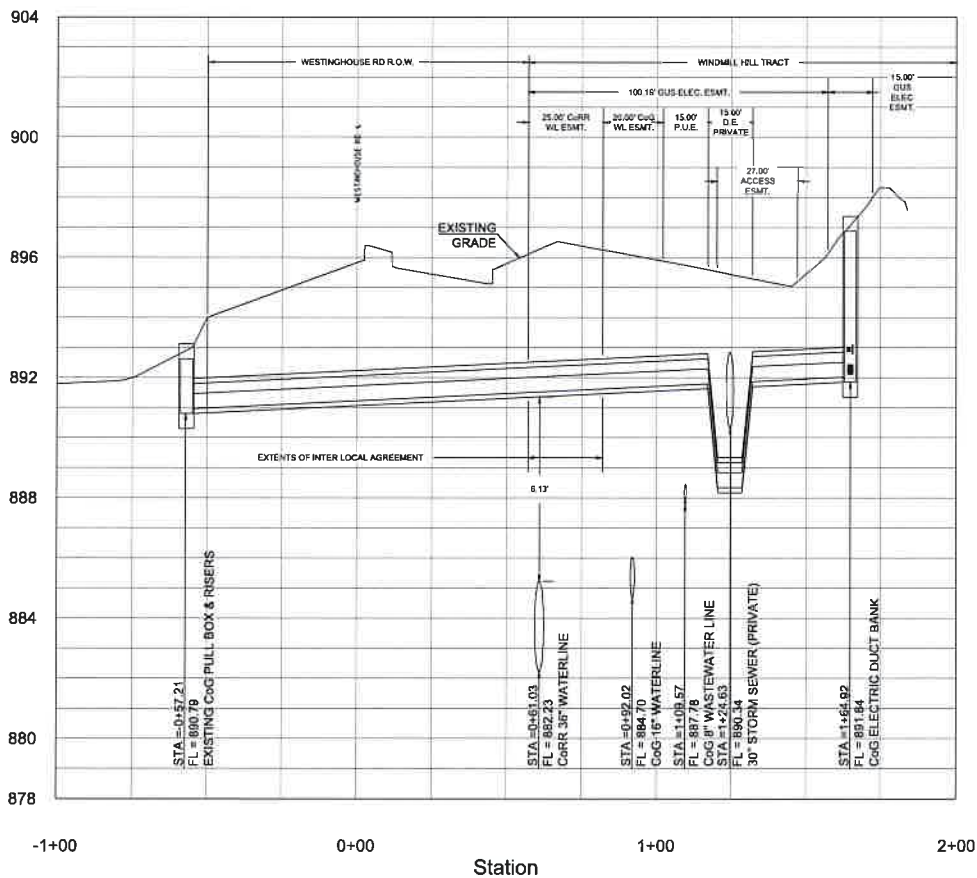
EXHIBIT "C"

TO

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF
ROUND ROCK AND THE CITY OF GEORGETOWN**



ELECTRIC DUCT BANK CROSSING



Sheet Index	
Date	
Scale	
Check by	
Drawn by	
Sheet No.	
File No.	



ROUND ROCK &
GEORGETOWN
INTER LOCAL AGREEMENT
ATTACHMENT TO EXHIBIT C

NO.	DATE	DESCRIPTION	BY



EXHIBIT “D”

TO

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF
ROUND ROCK AND THE CITY OF GEORGETOWN**



Firm: 10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

FIELD NOTES FOR A 15' WIDE, 0.415 ACRE ELECTRIC EASEMENT:

BEING A 15' WIDE, 0.415 ACRE ELECTRIC EASEMENT, LOCATED IN THE JAMES S. PATTERSON SURVEY, ABSTRACT NO. 502, WILLIAMSON COUNTY, TEXAS, SAID 0.415 ACRE EASEMENT, BEING WITHIN THE REMAINING PORTION OF THAT CALLED 70.08 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021066473, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.415 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a southwest line of the remainder of said 70.08 acre tract, the northeast line of Lot 4, Block A, of Windmill Hill, Phase 2, Lot 4, Block A, according to the plat of record in Document No. 2023087082, Official Public Records, Williamson County, Texas, said point being an exterior corner of the herein described easement which bears N 20° 24' 39" W, a distance of 99.71' from a 1/2" iron rod located in the northwest right-of-way line of Westinghouse Road at the southeast corner of said Lot 4, Block A;

1. **Thence**, with a southwest line of the remainder of said 70.08 acre tract, the northeast line of said Lot 4, Block A, **N 20° 24' 39" W**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a southwest line of the remainder of said 70.08 acre tract, the northeast line of said Lot 4, Block A, said point being the northwest corner of the herein described easement which bears S 20° 24' 39" E, a distance of 161.83' from a 1/2" iron rod located at the northeast corner of said Lot 4, Block A;

Thence, across the remainder of said 70.08 acre tract, the following nine (9) courses and distances:

2. **N 69° 12' 42" E**, a distance of **33.48'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
3. **N 20° 22' 36" W**, a distance of **185.88'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an exterior corner of the herein described easement;
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10. **N 69° 43' 40" E**, a distance of **35.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a northeast line of the remainder of said 70.08 acre tract, the southwest line of Lot 3, Block A, of a Replat of the Amending Plat of Windmill Hill, Phase 2, Lot 3, Block A, according to the plat of record in Document No. 2024004223, Official Public Records, Williamson

County, Texas, said point being an exterior corner of the herein described easement which bears S 20° 16' 20" E, a distance of 71.16' from a 1/2" iron rod located at the northwest corner of said Lot 3, Block A;

11. **Thence**, with a northeast line of the remainder of said 70.08 acre tract, the southwest line of said Lot 3, Block A, **S 20° 16' 20" E**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in a northeast line of the remainder of said 70.08 acre tract, the southwest line of said Lot 3, Block A, said point being an exterior corner of the herein described easement which bears N 20° 16' 20" W, a distance of 197.86' from a cotton spindle located in the northwest right-of-way line of Westinghouse Road at the southwest corner of Lot 3, Block A;

Thence, across the remainder of said 70.08 acre tract, the following four (4) courses and distances:

12. **S 69° 43' 40" W**, a distance of **35.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;
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15. **S 20° 08' 55" E**, a distance of **100.27'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in the northwest right-of-way line of Westinghouse Road, a southeast line of the remainder of said 70.08 acre tract, said point being an exterior corner of the herein described easement;
16. **Thence**, with the northwest right-of-way line of Westinghouse Road, a southeast line of the remainder of said 70.08 acre tract, **S 69° 43' 58" W**, a distance of **15.00'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set in the northwest right-of-way line of Westinghouse Road, a

southeast line of the remainder of said 70.08 acre tract, said point being an exterior corner of the herein described easement;


Thence, departing the northwest right-of-way line of Westinghouse Road, across the remainder of said 70.08 acre tract, the following two (2) courses and distances:

17. **N 20° 08' 55" W**, a distance of **100.14'**, to a 1/2" iron rod with a red "EASEMENT MONUMENT" plastic cap set for an interior corner of the herein described easement;

18. **S 69° 12' 42" W**, a distance of **166.55'**, to the **POINT OF BEGINNING** containing **0.415 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 12/18/2024
Job #20-2045.ELEC ESMT-3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20° 24' 39"W	15.00'
L2	N69° 12' 42"E	33.48'
L3	N20° 22' 36"W	185.88'
L4	N69° 41' 23"E	15.00'
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L15	S20° 08' 55"E	100.27'
L16	S69° 43' 58"W	15.00'
L17	N20° 08' 55"W	100.14'
L18	S69° 12' 42"W	166.55'

1/2" IRON ROD FOUND AT
NORTHEAST CORNER OF
LOT 4, BLOCK A

MARMAY LLC
WINDMILL HILL, PHASE 2, LOT 4, BLOCK A
DOCUMENT NO. 2023087082
OFFICIAL PUBLIC RECORDS

ELECTRIC EASEMENT
0.415 ACRES

GTW DEVELOPMENT, LLC
REMAINING PORTION OF
CALLED 70.08 ACRES
DOCUMENT NO. 2021066473
OFFICIAL PUBLIC RECORDS

1/2" IRON ROD FOUND AT
NORTHWEST CORNER OF
LOT 3, BLOCK A

REPLAT OF THE AMENDING
PLAT OF WINDMILL HILL,
PHASE 2, LOT 3, BLOCK A
LOT 3, BLOCK A
DOCUMENT NO. 2024004223
OFFICIAL PUBLIC RECORDS

SURVEY SHOWING A 15' WIDE, 0.415 ACRE ELECTRIC
EASEMENT, LOCATED IN THE JAMES S. PATTERSON
SURVEY, ABSTRACT NO. 502, WILLAMSON COUNTY,
TEXAS. SAID 0.415 ACRE EASEMENT, BEING WITHIN
THE REMAINING PORTION OF THAT CALLED 70.08
ACRE TRACT OF LAND RECORDED IN DOCUMENT
NO. 2021066473, OFFICIAL PUBLIC RECORDS,
WILLAMSON COUNTY, TEXAS.

COTTON SPINDLE FOUND
AT SOUTHWEST CORNER
OF LOT 3, BLOCK A

- NOTES:
- 1) FIELD WORK PERFORMED ON: MARCH 20, 2024
 - 2) OWNER: GTW DEVELOPMENT, LLC
 - 3) LOCATION: WINDMILL HILL, PHASE 2, LOT 4, BLOCK A
 - 4) BASIS OF BEARING: TRUE STATE, THE CENTRAL ZONE, NAD 83
 - 5) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL
SERVICES, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE
SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 - 6) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
 - 7) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR
WILLAMSON COUNTY, TEXAS: MAP NUMBER 48491C0485F, EFFECTIVE DATE DECEMBER 20, 2019, THIS
PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100
YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS
FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF FLOOD HAZARD. THE SURVEYOR
IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF
SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD
STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE
FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS
DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THE FLOOD
STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



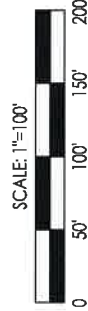
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE
GROUND THAT I BELIEVE TO BE THE BEST AVAILABLE AND
BELIEF THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND
AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL DATE DECEMBER 18, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 20-2045-ELEC ESM-3

POINT OF BEGINNING

- SET 1/2" IRON ROD WITH A RED
'EASEMENT MONUMENT' PLASTIC CAP
- 1/2" IRON ROD FOUND WITH A BLUE
'QUICK INC RPLS 6447' PLASTIC CAP
- COTTON SPINDLE IN ASPHALT
- CALCULATED POINT IN ASPHALT

LEGEND
P.O.B.



Quick Inc.
Land Surveying, Development.
Firm: 10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 778, Salado 76571

EXHIBIT “E”

TO

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF
ROUND ROCK AND THE CITY OF GEORGETOWN**

ELECTRIC EASEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

This Electric Easement Agreement (this "Agreement") is made on the ____ day of _____, 202__, at Georgetown, Texas, between GTW Development, LLC, a Texas limited liability company, whose address is 1207 S. Bryant Avenue, Suite A, San Angelo, Texas 76903 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of electric utility and telecommunication lines and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and depicted by sketch in **Exhibit B**, each attached hereto and made a part hereof for all purposes (the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; and (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that neither Grantor nor any of Grantor's heirs, personal representatives, successors, or assigns shall convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

[Signatures on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

GTW Development, LLC,
a Texas limited liability company

By: _____
Steve Eustis, Managing Member

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 202__, by Steve Eustis, Managing Member of GTW Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

GRANTEE:

City of Georgetown,
a Texas home-rule municipal corporation

By:

David Morgan, City Manager

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 202__, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

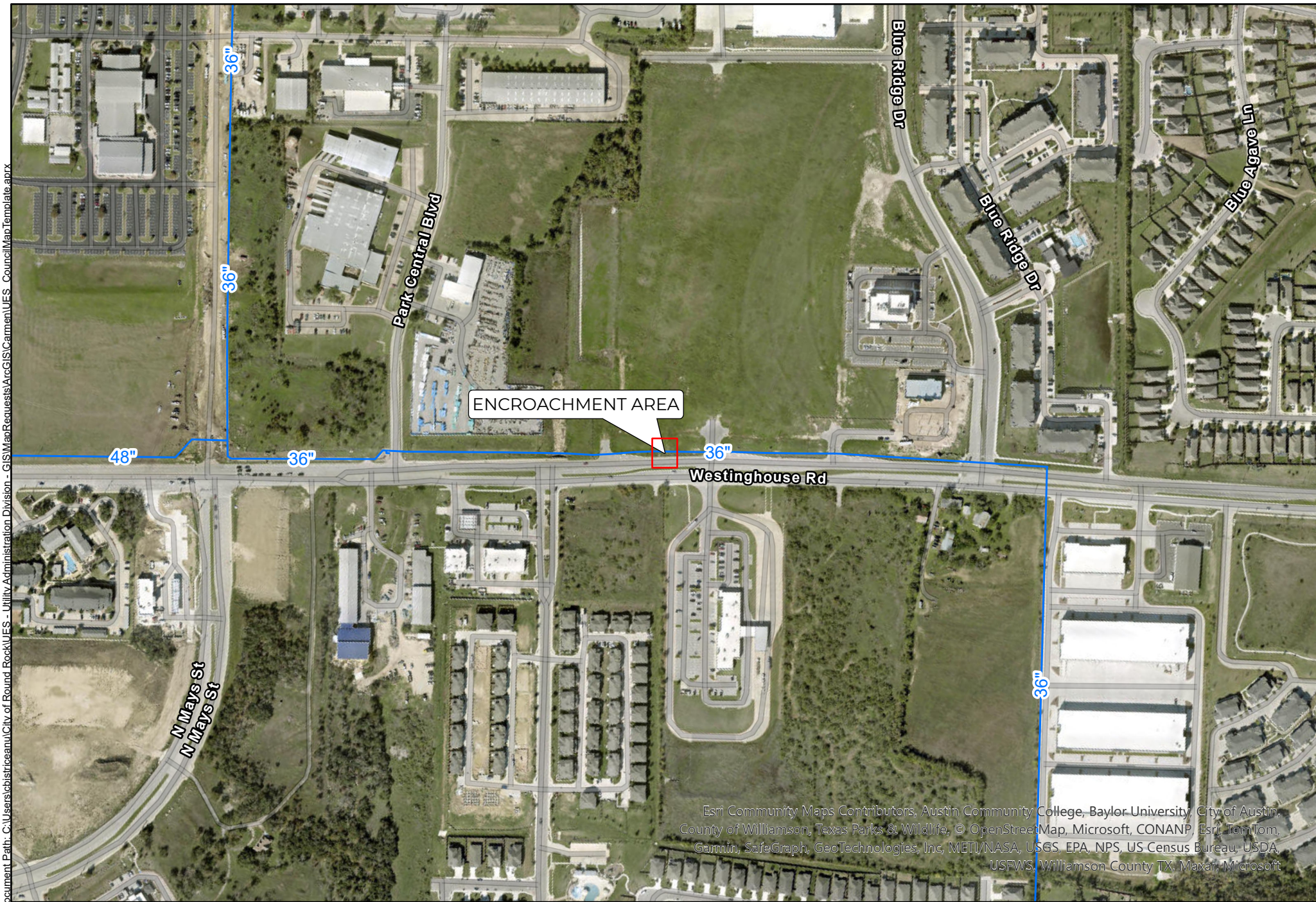
APPROVED AS TO FORM:

Andrew Culpepper, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:

City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

Document Path: C:\Users\chistriceanu\City of Round Rock\UES - Utility Administration Division - GIS\MapRequests\ArcGIS\Carman\UES - Council Map Template.aprx



Date: 4/14/2025



0 250 500 Feet

Interlocal Agreement – Windmill Hill Easement Encroachment





City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Amended and Restated Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority (BCRUA) Regional Water Treatment and Distribution System with the cities of Cedar Park, Leander, and Round Rock.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Public Works

Text of Legislative File 2025-117

The City of Round Rock is one of three owners of the Brushy Creek Regional Utility Authority (BCRUA). BCRUA recently elected to draft an Amended and Restated Master Contract (AMC) in order to incorporate the language from the seven previous amendments into the original 2008 Master Contract. The AMC also does a comprehensive review, cleanup, and update of all needed areas in the agreement with the end result being one complete amended and restated agreement. The original contract only provided for the construction of Phase 1, which was referred to as “the Project.” Therefore, to make it a “forever agreement” the term “Project” was replaced with the “System.” The definition of System now includes the raw water system that delivers raw water to Cedar Park and Leander treatment plants and the BCRUA plant, the BCRUA treatment system, and the treated water distribution system.

A summary of the amended contract is as follows:

- Significant amounts of duplicative language were removed resulting from combining the seven amendments into one document.
- Recitals have been updated.
- All exhibits have been revised/updated and reduced to 7 exhibits:
 - o Exhibit A - System
 - o Exhibit B - Delivery Points

- o Exhibit C - Raw Water Delivery System Capacities and Cost Allocation
- o Exhibit D - Treatment System Capacities and Cost Allocation
- o Exhibit E - Treated Water Distribution System Capacity Allocation
- o Exhibit F - Reserved Capacity in System Components built with Phase 1A
- o Exhibit G - Operations and Maintenance Expense Allocation
- New and improved exhibits include Delivery Points, Treatment System Capacities/Cost Allocations, and Distribution System Capacity Allocation.
- Updated/clarified/new definitions for Annual Budget, Capital Improvements, Capital Expenses, Capital Improvements Budget, Emergency Repairs, Engineering Reports, Expansion, Plans and Specifications and System were added.
- The raw water contracts between LCRA, BRA, and the three cities have been removed since it is not necessary for the raw water contracts to be attached to the AMC.
- Eliminated the reference to a “completion date” as no longer relevant.
- Made numerous changes to make it clear that the System is owned by the three cities, and not the BCRUA.
- Updated and improved procedure for System Expansions.
- Had Bond Counsel review all relevant financing and bond language in the agreement.
- Updated the billing procedure to the cities to reflect the process and procedures as they have changed over the years.
- Removed the creation, composition and responsibilities description for the Operations Committee from the AMC and placed into the amended Bylaws. The OC is adopted by reference in the AMC.
- Updated capacity and cost allocation exhibits including a new raw water capacity allocation exhibit for use once Phase 2 begins delivering raw water to Cedar Park’s and Leander’s water treatment plants and the BCRUA plant.
- Added a new “System” exhibit and “Delivery Points” exhibit.
- Added clarification that BCRUA owns, operates and maintains all equipment at the Delivery Points to each city including valves, meters, SCADA and chlorine residual analyzers.
- Updated the Annual Budgeting procedure to be consistent with how it is currently done and added cost categories for raw water electricity, chemicals and system/facility repairs and maintenance that will be needed once Phase 2 comes on-line.
- Added procedures used for annual “True-Up” of the O&M budget at the end of the FY to reflect actual costs versus estimated, which are used for budget preparation.

The Amended and Restated Master Contract was approved by the BCRUA board on April 23, 2025. The agreement must now be approved by the City Councils for all three partner cities.

RESOLUTION NO. R-2025-117

WHEREAS, the City of Round Rock, Texas (the “City”) is one of three owners of the Brushy Creek Regional Utility Authority (“BCRUA”); and

WHEREAS, the BCRUA and the cities of Cedar Park, Leander, and Round Rock (the “Cities”) have previously entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the “2008 Master Contract”), which was dated and entered into as of the 24th day of September 2008; and

WHEREAS, the BCRUA and the Cities desire to amend and restate the 2008 Master Contract,
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 Amended and Restated Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority Water Treatment and Distribution System, 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

**EXHIBIT
"A"**

**AMENDED AND RESTATED MASTER CONTRACT
FOR THE
FINANCING, CONSTRUCTION AND OPERATION
OF THE
BRUSHY CREEK REGIONAL UTILITY AUTHORITY
WATER TREATMENT
AND DISTRIBUTION SYSTEM**

Among

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC,

CITY OF CEDAR PARK

CITY OF LEANDER

AND

CITY OF ROUND ROCK

Dated: April 23, 2025

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EXHIBITS

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Exhibit B	Delivery Points
Exhibit C	Raw Water Delivery System Capacities and Cost Allocation
Exhibit D	Treatment System Capacities and Cost Allocation
Exhibit E.	Treated Water Distribution System Capacity Allocation
Exhibit F	Reserved Capacity in System Components built with Phase 1A
Exhibit G	Operations and Maintenance Expense Allocation

**AMENDED AND RESTATED MASTER CONTRACT
FOR THE FINANCING, CONSTRUCTION AND OPERATION
OF THE BCRUA REGIONAL WATER TREATMENT
AND DISTRIBUTION SYSTEM**

THIS AMENDED AND RESTATED MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION SYSTEM (the “Contract”) is dated and entered into as of the 23rd day of April, 2025, by and among the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”), a non-profit corporation of the State of Texas (the “State”), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas (“Cedar Park”), the City of Leander, Texas (“Leander”), and the City of Round Rock, Texas (“Round Rock”) all home-rule municipalities and political subdivisions of the State (individually, the “City”; collectively, the “Cities”). The BCRUA and the Cities are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Subchapter D of Chapter 431 of the Texas Transportation Code, as amended (the “Act”) authorizes municipalities to create one or more local government corporations to accomplish any governmental purpose of the Cities including to plan, finance, construct, own, operate, and/or maintain facilities necessary for the conservation, storage, transportation, treatment, and/or distribution of raw and treated water, including a plant site, right-of-way, and property, equipment, and/or right of any kind useful in connection with the conservation, storage, transportation, treatment, and/or distribution of raw and treated water that will ultimately provide a potable water supply to meet future water demands of the Cities based on current population projections and estimates (said facilities herein referred to as the “System”); and

WHEREAS, the City Councils of Cedar Park, Leander, and Round Rock, respectively (collectively, the “Governing Bodies”), have authorized and approved the creation of the BCRUA as their constituted authority and instrumentality to accomplish the specific public purpose to plan, finance, construct, operate, or maintain facilities necessary for the conservation, storage, transportation, treatment, or distribution of raw and treated water, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection with the conservation, storage, transportation, treatment, or distribution of raw and treated water, pursuant to the provisions of the Act and other applicable law, including Section 791.026 Texas Government Code, as amended; and

WHEREAS, the Cities and the BCRUA recognize that the construction of the System will occur in phases that will occur over time and will depend on future growth and environmental conditions that are uncertain today; and

WHEREAS, the Cities and the BCRUA have previously entered into the MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the 2008 Master Contract”), which was dated and entered into as of the 24th day of September, 2008, and

WHEREAS, the BCRUA and the Cities now agree that it is efficient and appropriate to amend and restate the 2008 Master Contract by approving this Contract to incorporate the previous amendments, as well as other amendments contained herein, including making conforming revisions to reflect the fact that BCRUA has not “acquired” and does not have “ownership rights” to the System; and

WHEREAS, the Cities and the BCRUA, exercising their respective mutual authorities, wish to enter into this Contract in order to most efficiently and quickly obtain the capability to deliver treated water to the Cities; and

WHEREAS, the Cities, respectively, have contracted with LCRA, directly or indirectly, to purchase raw water from Lake Travis in sufficient quantities to meet each City’s anticipated treatment capacity for the System and each City shall make available sufficient raw water to the BCRUA for its treatment capacity in the System; and

WHEREAS, after treatment, the BCRUA will deliver the treated water to the Cities, respectively, for use within their respective corporate limits or applicable service areas; and

WHEREAS, the governing bodies of the Cities and the Board of Directors of the BCRUA have determined that the provisions of this Contract and all of the actions contemplated herein are in compliance with the Texas State Water Plan and the Regional Water Plan adopted pursuant to Chapter 16, Subchapter C, Planning, of the Texas Water Code; and

WHEREAS, the Cities, respectively, have adopted water conservation plans approved by the Texas Commission on Environmental Quality (“TCEQ”) prior to execution of this Contract; and

WHEREAS, in accordance with Section 12.6 of the 2008 Master Contract, no change, amendment or modification of the 2008 Master Contract effectuated through this Contract adversely affects the prompt payment when due of all money required to be paid by each City under the terms of the 2008 Master Contract, as amended, and no such change, amendment or modification causes a violation of any provisions of any Bond Resolution in effect as of the date hereof; and

WHEREAS, the BCRUA, to the best of its ability, shall in general do or cause to be done all such things as may be required or necessary for the proper acquisition, construction, and operation of the System; 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 Cities and the BCRUA mutually undertake, promise, and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. In addition to the terms defined above, the following terms shall have the meanings assigned to them below wherever they are used in this Contract, unless the context clearly requires otherwise:

(a) “Additional Bonds” means one or more series of additional Bonds which are issued by the BCRUA to finance construction of the System pursuant to Section 3.10 hereof or for any other lawful purpose.

(b) “Annual Budget” means the budget prepared by BCRUA each Fiscal Year and as described in the BCRUA Bylaws including all Annual Payments such as Operation and Maintenance Expenses, Reserve Fund and Debt Service, or Bond payments.

(c) “Annual Payments” means the amount of money constituting the Operation and Maintenance Expenses, Capital Improvements, Reserve Fund and to the extent the BCRUA issues a series of Bonds on behalf of a City, the Bond Payment to be paid to the BCRUA by each City, on a several and not a joint basis as described in Section 4.1 and Section 4.5 hereof from the revenues of each City’s System as an operating and maintenance expense of each City’s System at the times and in the amounts required by Sections 4.5 and 9.4 of this Contract.

(d) “Authorized Representative” means any person at the time delegated authority to act on behalf of the Cities or the BCRUA, as the case may be, and designated as such in a written certificate, containing a specimen signature of such person, which, for the Cities shall be the City Manager, of each City or such other officers or employees of the Cities authorized to act on behalf of the Cities during the respective City Manager’s absence or incapacity, and for the BCRUA shall be the General Manager of the BCRUA or such other officer or employee of the BCRUA authorized to act on behalf of the BCRUA during the General Manager’s absence or incapacity, unless a party notifies the other party in writing of a change in its Authorized Representative.

(e) “BCRUA” means the Brushy Creek Regional Utility Authority, Inc. and its lawful successors and assigns.

(f) “Bond Payment(s)” means the amount of money to be paid to the BCRUA by a City, for the debt service or to fund or replenish any debt service reserve fund or other special or contingency fund or the payment of Trustee or other fees related to one or more series of Bonds issued for that City, which Bonds are payable from the gross revenues of the City’s System as an operating and maintenance expense of the City’s System at the times and in the amounts required to pay debt service on a series of Bonds issued for that City, at such time as further provided in Section 4.5 of this Contract. A City is responsible for paying debt service on only the series of Bonds issued for that City, after taking into account any capitalized interest funded from the proceeds of any series of Bonds issued for that City. A City is not responsible for paying debt service on any series of Bonds issued for another City.

(g) “Bond Resolution” means any resolution and/or trust indenture of the BCRUA, authorizing the issuance of and securing a series of Bonds and all amendments and supplements thereto authorized by such resolution to establish certain terms of the Bonds authorized by such resolution. Since separate series of Bonds will be issued for each City requesting financing, any

such reference in this Contract means the Bond Resolutions related to the City for which such series of Bonds are being issued.

(h) “Bonds” means all bonds, notes, or other obligations hereafter issued by the BCRUA, for each City requesting financing, the proceeds of which shall be used to pay such City’s share of System Costs, (including any Additional Bonds) or to refund any Bonds or to refund any such refunding Bonds.

(i) “Bylaws” means the Bylaws originally adopted by the BCRUA Board of Directors and the Cities on the 17th day of February, 2010; as amended on the 21st day of July, 2010; as amended on the 23rd day of April, 2025; and as amended from time to time in the future.

(j) “Capital Expenses” means all direct costs for the design, permitting, construction and/or acquisition of Capital Improvements, including the costs of acquiring any necessary easements, rights of way, or fee simple title to real property.

(k) “Capital Improvements” means physical improvements to or assets of the System with an expected useful life of a minimum of three years and of the type generally categorized as a capital improvement and/or a capital expense in individual budgets of the Cities, including but not limited to repairs and/or replacement of damaged, worn out or obsolete portions of the System and any new additions to or improvements made to the System, including Expansions, Emergency Repairs, and other improvements necessary for the System to meet or maintain regulatory requirements and/or improve operations of the System for the benefit of the Cities.

(l) “Capital Improvements Budget” means the annual amount budgeted as provided in Article IX for all Capital Improvements during any Fiscal Year.

(m) “Cities” means, collectively, the City of Cedar Park, Texas, the City of Leander, Texas, and the City of Round Rock, Texas. “City” means, respectively, the City of Cedar Park, Texas, the City of Leander, Texas, or the City of Round Rock, Texas.

(n) “City System” means and includes a respective City’s existing combined waterworks and wastewater disposal system, together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof, provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term City System shall not include any waterworks or wastewater facilities which are declared by a City not to be a part of its City System of such City and which are hereafter acquired or constructed by a respective City with the proceeds from the issuance of “Special Project Bonds”, which are hereby defined as being special revenue obligations of such City, which are not secured by or payable from the net revenues of a respective City System, but which are secured by and are payable solely from special contract revenues, or payments received by a City or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of a respective City System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such “Special Project Bonds.”

(o) “Claim”, as used in Section 12.13 of this Contract, means claims, demands, and expenses, including reasonable attorney’s fees.

(p) “Code” means the Internal Revenue Code of 1986, and any amendments thereto, as in force and effect on the date of delivery of any series of Bonds.

(q) “Construction Fund” means the fund created with that name pursuant to a Bond Resolution.

(r) “Consulting Engineer(s)” means an engineering firm that is selected and approved by the BCRUA.

(s) “Credit Agreement” means any bond insurance policy or other credit agreement, as defined in and authorized by the provisions of Chapter 1371, as amended, Texas Government Code, which the BCRUA may execute relating to a series of Bonds.

(t) “Delivery Point” means the place, whether one or more, to which the BCRUA will deliver raw and/or treated water to each City pursuant to this Contract.

(u) “Emergency Repairs” means those unanticipated System repairs and improvements that are not included in the Annual Budget or the Capital Improvements Budget, but must be initiated immediately to repair and/or avoid failure in any System component that could threaten public health and safety or the environment, as determined by the General Manager following consultation with the Operating Committee and the Consulting Engineer.

(v) “Engineering Reports” means preliminary and final engineering reports and other types of engineering reports, design memoranda, etc., applicable to the design and construction of the System or System components, in possession, on record, or having legal right to by the BCRUA.

(w) "Expansion" means expansion, extension, improvement or enlargement of any System Component(s) by one or more of the Parties which results in an increase in the capacity reservation for any System Component(s).

(x) “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(y) “Fiscal Year” means the fiscal year, which begins on October 1 of each year and ends on September 30 of the following year.

(z) “Force Majeure” means such term as it is defined in Section 12.3 of this Contract.

(aa) “General Manager” means the individual hired by the BCRUA Board of Directors to manage the affairs of the BCRUA.

(bb) “Insurance Policy” means the insurance policy, if any, issued by the Insurer guaranteeing the scheduled payment of principal of and interest on a particular series of Bonds when due.

(cc) “Insurer” means the company, if any, insuring a particular series of the Bonds, or any successor thereto or assignee thereof.

(dd) “Land Interests” means the fee simple interests and/or the easements, right-of-way, and other interests in real property necessary for the acquisition, construction, and operation of the System.

(ee) “MSRB” means the Municipal Securities Rulemaking Board and any successor to its duties.

(ff) “Operation and Maintenance Expenses” means all direct costs and expenses, fixed and variable, incurred by the BCRUA for its operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) the costs of utilities, supervision, treatment, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the System, and costs of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the System. The term “Operation and Maintenance Expenses” does not include depreciation charges or such portion of the above-described costs to the extent such costs are paid pursuant to an agreement other than this Contract.

(gg) “Operations Committee” means the committee created in Article IV of the Bylaws.

(hh) “Permitted Liens” means;

(i) minor irregularities, charges, liens, encumbrances, defects, easements, licenses, rights-of-way, servitudes, restrictions, mineral rights, and clouds on title which, in the opinion of counsel to the BCRUA, a copy of which shall be forwarded to each City, do not materially impair the use of the System for the purposes for which it is designed;

(ii) easements for roads (as used in this Contract, the term “roads” shall include, without limitation, streets, curbs, gutters, drains, ditches, sewers, conduits, canals, mains, aqueducts, aerators, connections, ramps, docks, viaducts, alleys, driveways, parking areas, walkways, and trackage), utilities (which for purposes of this Contract shall include, without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other collection, transportation, light, heat, power, and communication systems) and similar easements and other easements, rights-of-way, rights of flowage, flooding, diversion or outfall, licenses, restrictions, and obligations relating to the operation and maintenance of the System which, in the opinion of counsel to the BCRUA, a copy of which shall be forwarded to each City, do not materially impair the use of the System for the purposes for which it is designed; and

(iii) rights of the United States or any state or political subdivision thereof, or other public or governmental authority or agency or any other entity vested with the power of eminent domain to take or control property or to terminate any right, power, franchise, grant, license, or permit previously in force.

(ii) “Plans and Specifications” means the plans and specifications prepared for the System by the BCRUA Consulting Engineer(s) and kept on file at the BCRUA treatment plant, as the same may be revised from time to time in accordance with this Contract.

(jj) “Prudent Utility Practice” means any of the practices, methods, and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the public utility industry prior thereto, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and

expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act at the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. In the case of any facility included in a City System which is owned in common with one or more other entities, the term “Prudent Utility Practice”, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

(kk) “Rule” means SEC Rule 15c2-12, as amended from time to time.

(ll) “Sale and Offering Documents” means any official notice of sale, official bid form, preliminary official statement, official statement, or other offering document for the Bonds.

(mm) “SEC” means the United States Securities and Exchange Commission and any successor to its duties.

(nn) “State” means the State of Texas.

(oo) “System” means collectively the Raw Water Delivery System, the Treatment System, and the Treated Water Distribution System, as shown in Exhibit A, and defined, as follows:

(i) “Raw Water Delivery System,” means:

- (a) the deep-water intake and pumping system in Lake Travis,
- (b) the tunnel to deliver raw water from the intake system to the raw water pumping station,
- (c) the raw water pumping station,
- (d) the line(s) to deliver 26.9 mgd of raw water to the Cedar Park Water Treatment Plant,
- (e) the line(s) to deliver 12.0 mgd of raw water to the Leander Sandy Creek Water Treatment Plant, and
- (f) the line(s) to deliver 105.8 mgd of raw water to the Brushy Creek Water Treatment Plant; and

(ii) “Treatment System,” means:

- (a) the BCRUA Water Treatment Plant, including the administration building,
- (b) the on-site water storage tank(s), and
- (c) the related facilities; and

(iii) “Treated Water Distribution System,” means:

- (a) the distribution lines, valves, meters, and related facilities to deliver treated water to the respective City Systems for the Cities.

(pp) “System Component” means a specified facility comprising part of the System.

(qq) “System Costs” means and includes, without limitation, the following costs incurred for the System by or on behalf of the BCRUA or the Cities:

- (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;
- (ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the System, and any structure, item of equipment, or other item, used for, or in connection with, the System;
- (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to completing the System;
- (iv) the cost of engineering, legal, architectural or other related services;
- (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the System;
- (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the System in operation;
- (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State;
- (viii) costs incurred in connection with financing the System, including, without limitation:
 - (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements;
 - (2) the cost of printing, engraving, and reproduction services; and
 - (3) the cost of a trustee's or paying agent's initial or acceptance fee and subsequent fees;
- (ix) all costs, fees and expenses of litigation of all kinds;
- (x) the cost of property casualty and public liability insurance;
- (xi) the fees and costs of the underwriters as the anticipated purchasers of the Bonds;
- (xii) reimbursement of the costs previously incurred by and agreeable to the other Cities with respect to the System; and
- (xiii) other costs generally recognized as a part of System construction costs.

(rr) "TCEQ" means the Texas Commission on Environmental Quality or its successors or assigns.

(ss) "Trustee" means any trustee named under a trust indenture or the paying agent/registrar named in a paying agent/registrar agreement entered into by the BCRUA relating to the payment of a series of Bonds and authorized by a Bond Resolution.

(tt) "Utility Bond" means the bonds, notes and other obligations of a City outstanding from time to time secured by a lien on and pledge of the net revenues of that City's System or any part thereof, regardless of lien priority.

(uu) "TWDB" means the Texas Water Development Board or any successor entity thereto.

(vv) "TWDB Program" means the applicable TWDB programs.

(ww) "Water Rights" means each City's respective right to raw water under each City's contract with LCRA and/or BRA. Each City's right(s) to raw water are and shall remain the City's sole property. The BCRUA holds no raw water rights and will not acquire any raw water rights by virtue of this Contract.

Section 1.2 Interpretation. The table of contents and caption headings of this Contract are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. Defined terms include the plural and singular versions of the words. This Contract and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract.

ARTICLE II

PURPOSE AND DESCRIPTION OF THE SYSTEM

Section 2.1 Raw Water Contracts. Each City, individually, has contracted with LCRA and/or Brazos River Authority ("BRA") to purchase raw water from Lake Travis in sufficient quantities to meet the long-term projected demands for treated water for each City. Each City has conducted its own investigation and, based solely thereon, has determined that it has contracted for and acquired sufficient quantities of raw water to meet its own needs.

Section 2.2 Regional Water Treatment and Distribution. In order to utilize the raw water from Lake Travis, in 2005, each City began independently studying and planning for its own water intake, treatment, and distribution system. In early 2006, the three Cities entered into discussions regarding the possibility of a joint regional intake, treatment, and distribution system. Shortly thereafter, the Cities determined that a joint regional intake, treatment, and distribution system would be the most efficient and cost-effective option for each of them and their respective rate-payers.

Section 2.3 Local Government Corporation. After determining that a joint regional intake, treatment, and distribution system was the best solution available to the Cities water needs, in 2007 the Cities continued their discussions to determine the best method of jointly acquiring, designing, financing, constructing, and operating such system. After researching the various options for a regional system, the Cities determined that the best method would be to create a Local Government Corporation pursuant to Subchapter D of Chapter 431, Texas Transportation Code. In July 2007, the three Cities jointly created a Local Government Corporation which was named the Brushy Creek Regional Utility Authority, Inc. The express purpose for the creation of the BCRUA was to provide an efficient vehicle for the financing, design, construction, maintenance, and operation of a regional water transmission, treatment, and distribution system.

Section 2.4 Purpose of this Contract. The purpose of this Contract is to set forth the terms and conditions under which the Cities, by and through the BCRUA, will finance, design, construct, maintain and operate the System. This Contract also sets forth in general terms the manner in which the Cities will share the costs of constructing, operating, and maintaining the

System. Finally, this Contract also set forth the manner in which the BCRUA will assist the Cities in the constructing, operating, and maintaining the System. For the sake of clarity, the BCRUA will have no ownership interest in the System.

Section 2.5 System Ownership. The System shall be owned by the Cities in proportion to their Capacities in the System and System Components.

Section 2.6 Title to Raw Water. Title to and interest in each City's raw water supply shall remain with each City, respectively, at all times. The BCRUA shall not acquire any right or title to the Cities' respective raw water interests by virtue of this Contract and shall not otherwise assert any ownership interest in any City's raw water rights. However, the Cities hereby authorize and assign to the BCRUA the authority to take the raw water from Lake Travis and to exercise servicing authority over, and in all respects, to use the raw water for the sole purpose of treating said water in order to deliver potable water to the Cities. The BCRUA will be responsible for the operation of the System and the treatment of raw water, but shall not claim title to any of the raw water contracted for by the Cities, respectively, which passes through and is treated by the System. Each City is solely responsible to make sufficient raw water available to the BCRUA for its treatment capacity in the System, and the BCRUA shall treat such raw water at its treatment plant.

Section 2.7 Quality. The treated water to be delivered by the BCRUA and received by the Cities shall be potable water, meeting all applicable federal and state regulatory requirements. The BCRUA will draw all or a portion, as the case may be, of each City's raw water from Lake Travis into the System for treatment and distribution in order to serve each City's need for treated water, and the BCRUA will treat such raw water using the System and equipment described in applicable Engineering Reports.

Section 2.8 Operation. The BCRUA covenants to operate the System in accordance with Prudent Utility Practices and in accordance with applicable federal and state regulatory requirements and standards.

Section 2.9 Conservation Plans. Each City has adopted a water conservation plan in accordance with the rules and regulations of the TCEQ. Each City agrees to provide the BCRUA with a certified copy of its adopted plan. Each City covenants to the other Cities and to the BCRUA to fully comply with their respective conservation plans and to comply with all applicable rules and regulations of the TCEQ.

ARTICLE III

ACQUISITION AND CONSTRUCTION OF THE SYSTEM

Section 3.1 General. Subject to the remaining terms and provisions of this Contract, the BCRUA agrees to issue one or more series of the Bonds, as requested by any City, to construct the System as generally described in the Engineering Reports. It is expressly understood and agreed that any obligations on the part of the BCRUA to finance, construct, and complete the System and any future expansions of the System and to provide the water treatment capacity to the Cities shall be (i) conditioned upon the BCRUA's ability to obtain all necessary permits, Land Interests, material, labor, and equipment, and upon the ability of the BCRUA to finance the System Costs through the actual sale of the Bonds or receipt of funds from the Cities, including any Additional Bonds needed to complete the System, and (ii) subject to all present and future

valid laws, orders, rules, and regulations of the United States of America, the State, and any regulatory body having jurisdiction. The BCRUA shall construct the System with all reasonable dispatch, at the direction of the Cities, delays incident to events of Force Majeure only excepted; but if for any reason there should be delays in or the entire failure of such acquisition, construction, and improvement, there shall be no diminution in or postponement of the Annual Payments to be made by the Cities hereunder and no resulting liability on the part of the BCRUA.

Section 3.2 Location of System; Acquisition of Land Interests. The System will be constructed and located on, across, within and through the Land Interests. The title to the Land Interests shall be held by the BCRUA, or one or more of the Cities, as deemed appropriate by the Cities. The BCRUA shall be responsible for ensuring that proper filings of each such portion of the Land Interests are made in the deed records of the appropriate counties to ensure that all interested parties have proper notice of the BCRUA's interests in the Land Interests. As each deed, easement, or other evidence of an interest in real property comprising a portion of the Land Interests is acquired by the BCRUA, a copy of such instrument, together with evidence of its filing in the deed records of the counties in which such portion lies, shall, upon the written request of the Cities, be given to the Cities. The BCRUA shall acquire a title insurance policy or a title opinion showing good and indefeasible title with respect to each Land Interest acquired. A copy of each such title insurance policy or title opinion shall be retained in the BCRUA's official records.

Section 3.3 Award of Construction Contracts. Upon obtaining the approval by the General Manager and the Operating Committee, the BCRUA will promptly advertise for sealed bids or comply with the requirements for an alternative delivery method for the System to the extent and as required by law. The BCRUA may break the System into several contracts or phases as it determines is best for the timely acquisition and construction of the System. The BCRUA shall not be obligated to award a construction contract unless the proceeds from the Bonds or other funding are available to pay the contract(s). The approval of construction contracts shall be in compliance with the requirements of the Bylaws.

Section 3.4 Liens. Neither the Cities nor the BCRUA will create or permit or suffer to exist any lien, encumbrance, or charge upon the System or any interest therein at any time, except Permitted Liens.

Section 3.5 Revisions of Plans. BCRUA may revise the Plans and Specifications with the unanimous approval of the Operating Committee, and in accordance with the applicable construction contract documents if the project is under construction. .

Section 3.6 Approvals. Unless otherwise required by law, each consent, approval, or other official action required of the Cities or the BCRUA by any provision of this Contract shall be deemed in compliance with this Contract when written evidence of such action, signed by the respective Authorized Representative, is delivered to the party who is to receive evidence of such action. The Cities will cooperate with the BCRUA in the design, financing, acquisition, and construction of the System and, following the adoption of the Bond Resolution by the BCRUA's Board of Directors, the Cities will not take any action or fail to take any action (including, without limitation, any exercise or denial of their consent or approval of any action proposed to be taken by the BCRUA or any of their agents hereunder), if taking or failing to take such action, respectively, would unreasonably delay or obstruct the completion of the System by the BCRUA.

Section 3.7 Raw Water Supply. Each City has conducted its own investigation and, based solely thereon, has determined that it has contracted for and acquired sufficient quantities of raw water to meet its needs. Title to and interest in each City's raw water supply shall remain with each City, respectively, at all times. The BCRUA shall not acquire any right or title to the Cities' respective raw water interests by virtue of this Contract and shall not otherwise assert any ownership interest in any City's raw water rights. However, the Cities hereby authorize and assign to the BCRUA the authority to take the raw water from Lake Travis and to exercise servicing authority over and in all respects to use such raw water for the sole purpose of treating such raw water in order to deliver potable water to the Cities. The BCRUA will be responsible for the operation of the System and the treatment of raw water, but shall not claim title to any of the raw water contracted for by the Cities, respectively, which passes through and is treated by the System. Each City is solely responsible to make available to the BCRUA sufficient raw water for its treatment capacity in the System, and the BCRUA shall treat such raw water at its treatment plant.

Section 3.8 Access to Cities Rights-of-Way. If any facility, pipeline, or appurtenance owned by the BCRUA is installed in any street, alley, or public way within the boundaries of a City, as same is now constituted or as may hereafter be extended, such City hereby grants to the BCRUA, upon complying with such City's franchise ordinances or other provisions, the right, privilege, and franchise of using such street, alley or public way for the purposes of maintaining, operating, laying, repairing, or removing such facility, pipeline, or appurtenance.

Section 3.9 Easements. Each City hereby agrees to grant to the BCRUA such easements as may be reasonably necessary for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water treatment facilities upon, over, across and through the City's property and giving to the BCRUA, and its successors and assigns, all of the rights and benefits necessary or appropriate for the full enjoyment and use of the easement, including but without limiting the same, to the free right of ingress and egress to and from the City's property.

Section 3.10 Delivery Point(s). The BCRUA and/or the Cities will acquire and/or provide the Land Interests required to deliver treated water to the Delivery Point(s) for each City at the location depicted in the Engineering Reports and Exhibit B. Each City shall have the sole responsibility, at its own cost and expense, for providing additional pipelines and other facilities required for transporting its share of the treated water from the System to a new or additional Delivery Point, but an additional or alternative Delivery Point will be allowed only with the consent of the Cities, which consent will not be unreasonably withheld. The BCRUA will own, operate, maintain and repair all equipment at the Delivery Points including valves, meters, SCADA equipment, chlorine analyzers and equipment enclosures.

Section 3.11 Other Contracts. The BCRUA shall not enter into contracts with other persons for the supply of raw or treated water without the prior written consent of all the Cities, which consent is subject to the unfettered discretion of the Cities and may be withheld for any or no reason.

Section 3.12 Quality. The treated water to be delivered by the BCRUA and received by the Cities shall be potable water meeting all applicable federal and state requirements for drinking water. The BCRUA will draw all or a portion, as the case may be, of each City's raw water from Lake Travis into the System for treatment and distribution in order to serve each City's need for

treated water, and the BCRUA will treat such raw water using the System and equipment described in the Engineering Reports.

Section 3.13 Expansions. Each City shall have the right to commence an Expansion under the provisions of this Contract as set forth in in this Section.

(a) Requests for Expansion. At any time, any City, one or more, may request, in writing, to the General Manager and Operations Committee, that an Expansion be made. All Expansions will require an amendment to the applicable Exhibits in this Contract to reflect the revised capacity allocations resulting from such Expansion.

(b) Expansion Planning, Engineering and Construction Management. Planning, engineering and construction management of all Expansions shall be performed by the Consulting Engineer unless an alternate engineering firm is unanimously approved by the Board. Should any City(s) request an Expansion, the other Cities shall within sixty (60) days after receiving a preliminary engineering report of the proposed Expansion, prepared by the Consulting Engineer, determine whether they are willing to participate in the Expansion. By the end of the sixty (60) day review period, the City(ies) participating in an Expansion shall notify the Operations Committee of such participation. Any City may move forward with an Expansion even if no other Cities participate in such Expansion, subject to compliance with this Agreement. The City(ies) participating in an Expansion must use reasonable efforts to ensure that the Expansion does not result in any negative impacts to the non-participating City(ies) and will coordinate with the Operations Committee regarding planning, design, and construction of the Expansion. The Operations Committee shall have the opportunity to timely review and comment on the preliminary design, final plans, and specifications, and other construction related matters as appropriate regarding the Expansion. The City(ies) requesting an Expansion are financially responsible for the design, construction, and inspection of the Expansion in accordance with this Contract and agree to provide periodic updates of the Expansion to the Operations Committee and the Board.

(c) Contract Amendment for Expansions. All Expansions will require an amendment to the applicable Exhibits in this Contract to reflect the capacity and cost allocations for the Expansion.. Costs of the Expansion will be allocated among the Cities based on the prorata shares of the capacity reservations of each City participating in the Expansion. . Upon completion of construction, the Expansion will be part of the System, and the Capacity of the Expansion will be allocated to and for each participating City based on the provisions of this Agreement.

(d) Non-participating City(ies). The non-participating City(ies) will fully cooperate with the participating City(ies) in efforts to obtain necessary governmental and regulatory approvals and permits for the Expansion and will use their best efforts to provide assistance in this regard, which shall be paid for solely by the requesting City(ies).

(e) Other Capital Improvements and Emergency Repairs. Costs and expenses associated with Capital Improvements, other than Expansions, shall be planned for and funded through the Annual Budget and Capital Improvements Budget , in the process set out in Article IX herein or as otherwise agreed to by the Cities. Emergency Repairs shall be identified and reported to the General Manager, Operations Committee and Consulting Engineer , and they shall determine the method and party responsible for completing such repair and the source of funding for the repair.. The costs and expenses for Emergency Repairs will be allocated amongst the Parties using the System capacity provisions in Article VI and Exhibits C, D and E, for the affected

System component. Approvals by the Board and or the Cities for Emergency Repair activities and costs will be obtained as necessary to assure compliance with applicable provisions of the Bylaws and this Agreement.

ARTICLE IV

FINANCING OF THE SYSTEM

Section 4.1 Issuance of Bonds.

(a) The BCRUA's acquisition, construction, and completion of the System will be financed by

- (i) receipt of funds from the Cities, respectively,
- (ii) the BCRUA through the issuance of one or more series or issues of Bonds by the BCRUA for a City, which Bonds are payable solely from and secured, in part, by an assignment of the Bond Payments made under this Contract by the City for which such series of Bonds are issued, or
- (iii) any combination of funds from the Cities, respectively, and the issuance of Bonds for the Cities, respectively. It is expressly understood and agreed by the BCRUA and the Cities that the BCRUA shall issue Bonds as separate series for the applicable City.

Each City shall be solely responsible for Bond Payments on its series of Bonds. No City shall have any liability or responsibility for any Bond Payment on a series of Bonds issued for another City. In consideration of the covenants and agreements set forth in this Contract, and to enable the BCRUA to issue the Bonds to carry out the intents and purposes hereof, this Contract is executed to assure the issuance of the Bonds at the request of a City and to provide for and ensure the due and punctual payment by such City to the BCRUA, or to the Trustee relating to the series of Bonds issued for such City, of amounts not less than the Bond Payments. Each City hereby agrees to make, or cause to be made, its respective Bond Payments, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution. The cost allocations for the System Cost are shown Exhibit C, Exhibit D, Exhibit E and Exhibit F.

(b) The proceeds from the sale of the Bonds, together with any funds received from a City will be used for the payment of the System Costs. Upon request of a City, the Bonds will be issued by the BCRUA for such City's share of the amount anticipated to be required to acquire the Land Interests and construct the System, including payment of all System Costs advanced by such City and incurred by the BCRUA prior to the date of issuance of the Bonds, and to fund, to the extent deemed advisable by the BCRUA, a debt service reserve fund, if applicable, and interest on the Bonds during construction and for up to one year after completion of construction. However, each City specifically reserves the right to pay cash to the BCRUA rather than have the BCRUA issue Bonds on its behalf.

(c) Each Bond Resolution of the BCRUA shall specify the maximum principal amount of the Bonds for each City's series of Bonds to be issued thereunder. The Bonds shall mature not more than forty (40) years from the date of such Bonds and shall bear interest at not to exceed the maximum legal rate then permitted by law, and the Bond Resolution may create and provide for

the maintenance of a revenue fund, a debt service fund, a reserve fund, a construction fund, and any other funds deemed prudent by the BCRUA, all in the manner and amounts as provided in such Bond Resolution.

(d) Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the BCRUA's Board of Directors for a City, a substantially final copy of the proposed Bond Resolution for such City and the Sale and Offering Documents, if any, for such City shall be presented to the governing body of such City for review and approval.

(e) Upon approval by the City's governing body of

(i) a substantially final copy of the Bond Resolution for the City hereafter adopted by the BCRUA for the applicable City, including any Credit Agreements,

(ii) any amendments to any Bond Resolution for the City, and

(iii) the Sale and Offering Documents for the City and the delivery to the BCRUA of a certification signed by the Authorized Representative of the City to the effect that the Bond Resolution and the Sale and Offering Documents comply with this Contract,

then upon the adoption and approval of the Bond Resolution in such final form by the BCRUA's Board of Directors or Authorized Representative, as the case may be, and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the City for its Bonds and deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes. Any registered owner of Bonds is entitled to rely fully and unconditionally on any such approval.

(f) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, the City shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the City so long as the Bonds and interest thereon are outstanding and unpaid, and may be enforced by the remedies of mandamus and specific performance in addition to any other legal or equitable remedies which may be available, as provided in Section 12.10 of this Contract and the Bond Resolution. Particularly, the obligation of the City to make, promptly when due, all Annual Payments specified in this Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Contract. In addition, subject to the approval of the City, the BCRUA may enter into Credit Agreements for the purpose of achieving the lowest financing costs for the System.

Section 4.2 Proceeds of Bonds. Subject to the terms and provisions of this Contract, the proceeds of the Bonds shall be used by the BCRUA for the purpose of financing and funding the BCRUA's acquisition of the Land Interests and construction of the System as provided in Section 4.1. Upon request by a City, the BCRUA shall use its best efforts to issue its Bonds, in one or more separate series for each City requesting financing, in amounts which will be sufficient, together with any funds contributed by a City, to accomplish such purpose. The proceeds of the Bonds shall be deposited in the Construction Fund established pursuant to the terms of each Bond Resolution. A trust indenture may be entered into between the BCRUA and a corporate trustee for the purpose of securing the payment of the Bonds. The trust indenture or each Bond Resolution, as appropriate, will establish procedures for the payment of System Costs out of one or more construction funds, or subaccount within the Construction Fund. It is anticipated that the Bonds

will be issued pursuant to each Bond Resolution and that a paying agent/registrars agreement will be executed between the BCRUA and the Trustee concerning the payment procedures with respect to the Bonds.

Any funds contributed by a City for its share of System Costs shall be deposited into a separate subaccount of the Construction Fund of the BCRUA:

- (a) prior to the BCRUA pricing any series of Bonds for a City; or
- (b) simultaneous with the delivery of the proceeds of any series of Bonds so long as sufficient evidence is provided to the BCRUA and Cities prior to pricing of Bonds that their funds will be available at the closing of the Bonds.

Section 4.3 Refunding of Bonds. The BCRUA reserves the right to issue refunding bonds in accordance with the laws of the State and will provide notice to each applicable City, respectively, of the redetermined Bond Payment in accordance with Section 9.3 of this Contract.

Section 4.4 Redemption of Bonds. The BCRUA, in its sole discretion or upon the written request of a City (and provided that the affected series of Bonds for such City are subject to redemption or prepayment prior to maturity at the option of the BCRUA, and provided that such request is received in sufficient time prior to the date upon which such redemption or prepayment is proposed), forthwith shall take or cause to be taken all action that may be necessary under the applicable redemption provisions of the series of Bonds to redeem the Bonds or any part thereof, to the full extent of funds that are either made available for such purpose by the applicable City or already on deposit under the Bond Resolution and available for such purpose. The redemption of any outstanding Bonds prior to maturity at any time shall not relieve the applicable City of its absolute and unconditional obligation to pay each remaining Annual Payment with respect to any outstanding Bonds, as specified in the Bond Resolution.

Section 4.5 Debt Service on Bonds and Other Bond Funding Requirements. It is acknowledged and agreed that payments to be made under this Contract will be the primary source available to the BCRUA to provide the money necessary for the BCRUA to meet its obligations with respect to any series of Bonds and any Credit Agreements. Each City therefore agrees and accepts sole responsibility to pay the Bond Payments related to the series of Bonds issued for the respective City, as outlined in subsections (a) through (c) below, in full when due as provided in this Contract. However, no City shall have any liability or responsibility for any Bond Payments on a series of Bonds issued for another City. Bond Payments shall be due by the close of business on the business day prior to each date on which any of the following payments or deposits shall be due and shall be in an amount equal to all such payments and deposits due on such date:

- (a) debt service on its related series of Bonds for each respective City for which such series of Bonds were issued and related payments and deposits, as follows:

- (i) principal of, redemption premium, if any, and interest on, its related series of Bonds for each respective City, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and the redemption price of any Bonds to be redeemed prior to maturity when and as provided in any Bond Resolution plus the fees, expenses, and, to the extent permitted by law, indemnities of the Trustee, if any, for the Bonds, and those of the paying agent/registrars for paying the principal of and interest on the Bonds and for authenticating, registering, and transferring Bonds on the registration books;

- (ii) deposits required to be made to any special, contingency, or reserve fund by the provisions of any Bond Resolution; and
 - (iii) any deposit in addition thereto required to restore any deficiency in any of such funds by the provisions of any Bond Resolution,
- (b) amounts payable by the BCRUA under a Credit Agreement; and
- (c) the fees, expenses, and indemnities (to the extent permitted by law) of the Trustee, remarketing agent, rate setting agent, authentication agent, arbitrage rebate compliance firm, and tender agent, if any, for the Bonds.

Section 4.6 Billing. The BCRUA will take all reasonable steps to ensure that the Cities are billed and make payments to BCRUA sufficient to meet the debt service requirements on outstanding Bonds, and each City shall maintain rates and charges for its City System sufficient to pay the City's obligations secured by and made payable from the revenues derived from the operation of its City System. To the extent Annual Payments are due (excluding Bond Payments), the BCRUA will render a bill to each City not more than once each month, for the payments required by this Contract. The BCRUA shall, until further notice, render such bills within the first month of each Fiscal Year quarter and payment shall be due to the BCRUA on or before the 30th day from the date of the bill. To the extent permitted by law; interest shall accrue on past due bills at the rate of ten per cent (10%) per annum until paid in full. Notwithstanding the foregoing, Bond Payments shall be paid in accordance with Section 4.5 of this Contract. The BCRUA may, however, from time to time by sixty (60) days' written notice change the date by which it shall render bills. Each City shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to the BCRUA at its office in Williamson County, Texas, or at such other place as the BCRUA may from time to time designate by sixty (60) days written notice.

Section 4.7 Delinquency in Payment. If any City fails to pay in full any bills when due and payable, the BCRUA shall give written notice of such delinquency to the City and if all bills due and unpaid, including interest thereon, are not paid in full within forty-five (45) days after delivery of such notice, then the City agrees that the BCRUA shall be authorized, at its sole option, to institute suit for collection thereof and to collect any amounts due and unpaid, together with interest thereon and reasonable attorneys' fees, and the City further agrees that the BCRUA shall, at its sole option, discontinue providing treated water to the City until all amounts due and unpaid are paid in full with interest as herein specified. Any such discontinuation of service shall not, however, relieve the City of its unconditional obligations to make the payments required by this Contract. It is also hereby expressly acknowledged and agreed that any non-defaulting City shall have no obligation to make any payments for the benefit of the defaulting City.

Section 4.8 BCRUA's Rights Assigned to Trustee. The Cities are advised and recognize that as security for the payment of a series of Bonds, the BCRUA may, subsequent to the issuance of the initial series of Bonds, assign to the Trustee, pursuant to one or more trust indentures (or paying agent/registrars agreements) to be authorized by a Bond Resolution, the BCRUA's rights under this Contract, including the right to receive the Annual Payments hereunder (but not the right to receive payments, if any, under Section 12.13 hereof). Each City assents to such assignment and will make the Annual Payments directly to the Trustee without defense or set-off by reason of any dispute between one or both of the Cities and the BCRUA or the Trustee. All rights against a City arising under this Contract or each Bond Resolution and assigned to the

Trustee may be enforced by the Trustee, or the owners of the Bonds, to the extent provided in each Bond Resolution, and the Trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against a City, to the extent provided in the Bond Resolution, for the enforcement of this Contract, and it shall not be necessary in any such suit, action, or proceeding to make the BCRUA or any other City a party thereto.

Section 4.9 Tax-Exempt Bonds. The Parties hereto understand and agree that the BCRUA will use reasonable efforts to provide for, but will not be liable for a failure to produce, the lowest overall debt service cost for any series of Bonds to be issued for the System. In connection therewith, each City understands that the BCRUA intends to issue Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes. The Parties hereto acknowledge their understanding that the federal income tax laws impose certain restrictions on the use and investment of proceeds of such tax-exempt bonds and on the use of the property financed therewith and the output produced therefrom. Accordingly, each City agrees and covenants that if any series of Bonds are offered to investors with the understanding that the interest will be exempt from federal income taxation, then the Parties, their assigns and agents, will take such action to assure, and refrain from such action which will adversely affect the treatment of such Bonds as obligations described in section 103 of the Code. Should any party fail to comply with such covenant, the effect of which being that the Bonds no longer qualify as obligations described in the Code, such defaulting party shall be liable for all costs resulting from the loss of the tax-exempt status of the Bonds. The Parties hereby agree and covenant to comply with all of the representations and covenants relating to such exemption which are set out in any Bond Resolution. Each City and the BCRUA further agree and covenant that in the event any series of Bonds issued are to be tax-exempt, they will modify such agreements, make such filings, restrict the yield on investments, and take such other action necessary to fulfill the applicable provisions of the Code. For these purposes, the Parties may rely on the respective opinion of any firm of nationally-recognized bond attorneys selected by them. In the event that a conflict arises in the opinions of the respective firms of each of the Parties, the Parties will identify a different firm that is mutually acceptable to all Parties, in order to resolve the conflict of opinion.

Section 4.10 Payment to Rebate Fund. In the event that tax-exempt Bonds are issued as provided in Section 4.9, the BCRUA hereby covenants and agrees to make the determinations and to pay any deficiency into a rebate fund, at the times and as described in each Bond Resolution to comply with the provisions of section 148(f)(2) of the Code. In any event, if the amount of cash held in each rebate fund shall be insufficient to permit the BCRUA or the Trustee to make payment to the United States of America of any amount due on any date under section 148(f)(2) of the Code, each City forthwith shall pay the amount of such insufficiency for the series of Bonds issued for that City on such date to the Trustee in immediately available funds for such purpose. The obligations of each City under this Section 4.10 are direct obligations of the City, acting under the authorization of, and on behalf of, the BCRUA and the BCRUA shall have no further obligation or duty with respect to the rebate fund.

Section 4.11 City's Obligations. In the event any proceeds from issuance of a series of Bonds are not used for the System for any reason, any Bond proceeds and earnings thereon for such series not used for completion of the System shall be utilized to satisfy amounts due and owing on such Bonds as described in the related Bond Resolution, and herein, so as to reduce the Bond Payments which would otherwise be due hereunder, or be applied for the benefit of each City as provided in the related Bond Resolution. Each City has covenanted absolutely and

unconditionally, in accordance with all other terms of this Contract, to make the Annual Payments, as provided herein, in consideration for such application of the money as well as the other covenants and obligations of the BCRUA and others set forth or contemplated herein.

Section 4.12 Interest on Money. All legally available money respecting a series of Bonds shall be invested in the manner set forth in each Bond Resolution. Any interest earnings on the Bond proceeds may be used to pay principal of and interest on the related Bonds or for the payment of any System Costs or other costs related to the System approved by the Cities, subject to Section 4.9.

Section 4.13 Sale and Offering Documents. At the request of the BCRUA, each City for which a series of Bonds is being issued shall provide to the BCRUA current and historical information concerning such City's System, the financial conditions results, and prospects of the City, and such other information concerning such City as the BCRUA shall deem advisable for inclusion in the Sale and Offering Documents, if any, for the Bonds to be issued for such City, and shall certify to the BCRUA and the underwriters of any offering of Bonds to be made by means of such Sale and Offering Documents when and if the City deems such Sale and Offering Documents to be complete and final for purposes of the Rule. Each City represents and warrants that all statements concerning it (including, without limitation, its financial condition, results, and prospects, and any demographic and economic information concerning the area served by the System) that are contained in any Sale and Offering Document approved by the City pursuant to Section 4.1 hereof shall be true in all material respects and shall not omit to state any material fact necessary to make the statements made in such Sale and Offering Document, in the light of the circumstances in which they are made, not misleading.

Section 4.14 Right to Prepay. Each City shall have the right at any time to prepay all or any portion of its Annual Payments. Subject to the provisions of Section 4.9, such prepaid Annual Payments, including any interest accruing, shall be used and invested by BCRUA as directed by the City which made such prepayment

- (a) as a credit against future Annual Payment obligations of such City,
- (b) to redeem Bonds issued for such City pursuant to the provisions of Section 4.4, or
- (c) to provide for the defeasance of the Bonds pursuant to the provisions of the applicable Bond Resolution.

Any such prepayment will not cause a termination of this Contract until all other amounts owed or to be incurred by the BCRUA or any other person under the provisions of the applicable Bond Resolution have been paid in full or waived by such person.

ARTICLE V

OPERATION OF THE SYSTEM

Section 5.1 Operation. The BCRUA shall operate the System in accordance with accepted good business and engineering practices, Prudent Utility Practices, and in accordance with requirements of federal and state law, including without limitation the Texas Water Code, as amended, and as said laws may be amended in the future, and any rules and regulations issued and to be issued by appropriate agencies in the administration of said laws. The Operations Committee,

as established in the Bylaws, shall assist the BCRUA by providing advice and recommendations on the operations of the System, as provided in said Bylaws.

Section 5.2 Payments for Operations and Maintenance Expenses. Each City shall pay to the BCRUA its Annual Payments, including Operations and Maintenance Expenses related to the operation of the System, as provided in Article IX. . However, controlling the costs paid by the Cities to the BCRUA for Operation and Maintenance Expenses shall be of primary importance to BCRUA. The BCRUA shall use diligent efforts so that Operation and Maintenance Expenses incurred by the BCRUA and ultimately paid by the Cities are reasonable and justified.

Section 5.3 Operations Committee. Article IV of the Bylaws provides for the establishment of an Operations Committee composed of two representatives from each City. As stated in the Bylaws, the Operations Committee shall represent the individual and collective interests of the Cities and shall consult with and advise the Board and the General Manager with regard to the matters set forth in the Bylaws.

ARTICLE VI

CAPACITIES OF THE CITIES IN THE SYSTEM

Section 6.1 Capacities in System Components. Each City, respectively, shall have the exclusive right to its capacity in each System component as described in Exhibits C, D, and E. No capacity may be allocated to or used by anyone other than the City which has the exclusive rights to said capacity, unless the affected City specifically agrees in writing to the allocation or use. Under no circumstances shall a City exceed the Capacity of that City in a System Component. If a City exceeds the Capacity of that City in a System Component, then the City and/or the BCRUA must immediately take actions to reduce its take of water in accordance with this Agreement. Notwithstanding the capacity rights shown in Exhibits C, D, and E, the reserved capacities of the System Components constructed with Phase 1A of the System which were constructed to the ultimate capacity of 105.8 MGD as shown in Exhibit F shall also be reserved for each City.

Section 6.2 Capacities in the Raw Water System. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver raw water at the Raw Water Delivery points in the amounts shown in Exhibit C. Cost allocations of Phase 2 for each City are also shown in Exhibit C.

Section 6.3 Capacities in the Treatment System. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated water at the Delivery Points in the amounts shown in Exhibit D. Capacity, design, and engineering cost allocations for the Phase 2A construction are shown in a separate table in Exhibit D.

Section 6.4 Capacities in the Treated Water Distribution System. Each City, respectively, shall have the exclusive right to the capacity in the various Treated Water Distribution segments shown in Exhibit E.

Section 6.5 Transfer of Capacity. Any City may transfer any portion of its capacity in one or more System components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA

and the other City, signed by the Cities making the transfer, specifying the amount of transferred capacity and the affected System component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.6 Documentation of Transferred Capacity. In the event that capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to the appropriate Exhibit(s) describing such transfer and setting forth the revised capacity of each City in the System or component(s) thereof.

ARTICLE VII DELIVERY POINT(S)

Section 7.1 Treated Water Delivery Point(s). Each City shall receive its treated water at Delivery Point(s) designated for each City as shown in Exhibit B and as described in applicable Plans and Specifications and Engineering Reports on file at the BCRUA treatment plant, or as mutually agreed upon by all Cities. The approved Delivery Points as of the date of this Agreement are as shown in Exhibit B.

Section 7.2 Raw Water Delivery Point(s). Upon completion of the Phase 2 Raw Water Delivery Project, Cedar Park and Leander shall receive their raw water from the BCRUA at Delivery Point(s) designated for each City shown in Exhibit B and as described in the Engineering Reports, or as mutually agreed upon by the Cities.

Section 7.3 Rate and Quantity at Delivery Point(s). The rate and quantity of raw and treated water delivered to each City at its Delivery Point(s) shall be metered. Each City shall cooperate in good faith to design the Delivery Point(s) to be at appropriate sizes and in appropriate locations to deliver the City's capacity allowed in this Agreement. No City shall take delivery of treated or raw water from the System from any one, or all of their Delivery Points combined, at rates that exceed that City's total allocated capacities allowed in this Agreement.

ARTICLE VIII METERING AND MEASUREMENT

Section 8.1 Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

Section 8.2 Measuring Equipment at the Intake Point. In compliance with the regulations and requirements of the LCRA, the BCRUA shall furnish, install, operate and maintain for the intake point on Lake Travis the necessary meters, including electronic or other equipment and devices of standard type for measuring properly the quantity of water taken from Lake Travis. Each City also agrees, with the consent of the BCRUA, to enter into an interlocal agreement to provide for, among other matters, the appropriate amount of water taken from Lake Travis to be allocated to each City based upon certain formulas and taking into account the quantity of treated water actually delivered to each City.

Section 8.3 Measuring Equipment at Delivery Points. The BCRUA shall furnish, install, operate and maintain at the Cities' expense for each Delivery Point the necessary meters, including electronic or other equipment and devices of standard type for measuring properly the quantity of treated water delivered under this Contract. Such meter or meters and other equipment so installed shall remain the property of the BCRUA. Each City shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the BCRUA. For the purpose of this Contract the original record or reading of the meter or meters shall be electronically recorded and/or entered into a journal or other record book of BCRUA and maintained in its office in which the records of the employees or agents of the BCRUA who take readings are or may be transcribed. Upon written request of a City, the BCRUA will give the City a copy of such records, journal or record book, or permit the City to have access to the same in the office of the BCRUA during reasonable business hours.

Section 8.4 Controlling Rate of Flow. All Delivery Point meters shall include the ability for the BCRUA to control the rate of flow of treated and raw water through each City's meter(s). The controlled rate of flow through the meters shall be expressed in gallons per minute (GPM). The purpose of controlling the rate of flow is to limit each City's take of treated and raw water so that it does not exceed its allocated maximum daily and maximum instantaneous capacity or delivery rate, in any System, as provided for in this Agreement. If a City has more than one Delivery Point meter, then that City shall give notice to the BCRUA regarding how it wants its capacity allocated among its multiple meters. The total controlled flow of all the multiple meters shall not exceed that City's total allocated capacity. Said City may modify its allocation among its meters by giving the BCRUA reasonable notice of its desire to do so. No City shall be permitted to exceed its allocated capacity of treated and raw water expressed in GPM without notification of the General Manager and written consent from the other Cities..

Section 8.5 Calibration of Meters. The BCRUA shall test and calibrate its meters periodically, but not less often than every three (3) years. Testing and calibration shall be done in the presence of an Operations Committee representative of each City, unless the Operations Committee representative of the city for which a meter is being tested and calibrated consents in writing to allow the BCRUA to provide a written report of the results of the testing and calibration of the meter by a certified meter testing company.

The BCRUA and the Operations Committee representative of each City shall have the option of jointly observing any necessary adjustments which are made to the meters by a certified meter testing company. If any check meter(s) hereinafter provided for have been installed, the same shall also be checked, tested, calibrated, etc. by each City in the presence of a representative of the BCRUA and an Operations Committee representative of the other Cities, who shall jointly observe any necessary adjustment, unless the BCRUA consents in writing to allow the applicable City to provide the BCRUA with a written report of the test results from a certified meter testing company. The BCRUA shall give the Cities reasonable notice of the time when any such calibration is to be made. In the event that an Operations Committee representative of a City is not present at the time set, the BCRUA may proceed with calibration and adjustment in the absence of any such representative.

If any party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other Parties, and the Parties hereto shall then cooperate to procure an immediate

calibration test and joint observation of any adjustment, and said meter or meters shall then be adjusted to accuracy. Each party shall give the other Parties not less than forty-eight (48) hours' notice of the time of all tests of meters so that the other Parties may have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half ($\frac{1}{2}$) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of treated water delivered cannot be ascertained or computed from the reading thereof, the treated water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purposes, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise the amount of treated water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Section 8.6 Check Meters. Each City may, at its sole option and its own expense, install and operate a check meter to verify the operation of each meter installed by the BCRUA, but the measurement of treated water for the purpose of this Contract shall be determined solely by the BCRUA's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the BCRUA, but the reading, calibration and adjustment thereof shall be made only by the City that installed the check meter, except during any period when a check meter may be used under the provisions hereof for measuring the amount of treated water delivered, in which case the reading, calibration and adjustment thereof shall be made by BCRUA with like effect as if such check meter or meters had been furnished or installed by BCRUA.

Section 8.7 Backflow Prevention. The BCRUA shall furnish, install, operate and maintain at the Cities' expense for each Delivery Point the necessary backflow prevention devices approved by the Operations Committee.

ARTICLE IX

ANNUAL BUDGET, ANNUAL PAYMENTS, AND CITY COVENANTS

Section 9.1 Annual Budget. No later than one hundred fifty (150) days prior to each Fiscal Year, each City shall submit to the Operations Committee estimates of the quantity of Raw Water and Treated Water flows each City estimates to take from the BCRUA for the upcoming fiscal year. Such estimated flows shall be used to prepare the Annual Budget and billing of the Annual Payments. Not less than ninety (90) days before commencement of each Fiscal Year, the General Manager shall furnish to the Operations Committee and BCRUA Board of Directors a detailed estimate of the Annual Payments to be incurred in the next ensuing Fiscal Year which it deems properly includable in the Annual Budget. Not less than sixty (60) days prior to each Fiscal Year, the Cities shall approve the Annual Budget for that Fiscal Year. The Cities shall use diligent

efforts so that Operation and Maintenance Expenses and Capital Expenses incurred by, and ultimately paid by, the Cities are reasonable and justified.

Section 9.2 Operations and Maintenance Expenses. The Operations and Maintenance Expenses shall consist of the following three (3) categories of expenses: 1) Non-Operating Expenses, 2) Fixed Operating Expenses and 3) Variable Operating Expenses.

(a) Non-Operating Expenses are those expenses, or portion thereof, which have a percentage allocation shown in column 1 of Exhibit G. Non-Operating Expenses for raw and treated water shall be allocated to and included in each City's Annual Payment based upon the Ultimate capacity percentages shown in Figures C and D, respectively. . Each City will be responsible for its share of Non-Operating Expenses whether it takes delivery of treated water or not.

(b) Fixed Operating Expenses are those expenses, or portion thereof, which have a percentage allocation shown in column 2 of Exhibit G. Fixed Operating Expenses for both raw and treated water shall be allocated to and included in each City's Annual Payment, based on the actual amount of raw and treated water that is delivered to such City, as applicable, as a percentage of the total amount of raw and treated water delivered to all cities, subject to the provisions of Section 9.4 (b). A City shall be responsible for this category of expense only if that City takes delivery of treated water.

(c) Variable Operating Expenses are those expenses which have a percentage allocation shown in column 3 of Exhibit G. Variable Operating Expenses shall be allocated to and included in each City's Annual Payment, based on the actual amount of raw and treated water that is delivered to such City, as applicable, as a percentage of the total amount of raw and treated water delivered to all Cities, subject to the provisions of Section 9.4 (b). A City shall be responsible for Variable Operating Expenses only if that City takes delivery of treated water.

As shown on Exhibit F, some expenses are included in more than one category. In those cases, the expenses shall be allocated between the two categories in accordance with the percentages shown in Exhibit F. Notwithstanding anything herein to the contrary, expenses for the General Manager shall be allocated among the Cities in accordance with their respective capacity reservations in the ultimate Treatment System, which are currently 47.26% to Leander, 38.56% to Round Rock and 14.18% to Cedar Park.

Section 9.3 Reserve Fund. The Annual Budget shall contain a reserve operating account, to be funded by the Cities, in which it shall maintain, at a minimum, funds equivalent to three months' worth of estimated Operations and Maintenance Expenses. Billing for and payment of each City's share of the reserve account funding shall be in accordance with the procedures established for billing and payment of Annual Payments. All funds maintained in the reserve account described herein, including any earned interest, shall be dedicated to and inure to the benefit of the BCRUA System.

Section 9.4 Annual Payments by the Cities.

(a) Annual Payments, excluding Bond Payments. The periodic billing for payment of all Annual Payments in the Annual Budget (excluding Bond Payments and Cities cash funded payments) for each City shall be calculated using the annual flow projections provided by each City prorated for the duration of the billing period, as a percentage of the total flow estimated for

that year. Each City shall pay to the BCRUA its Annual Payments in the Annual Budget related to the operation of the System as prescribed in this Article and Section 4.6 (Billing) of this Agreement. However, controlling the costs paid by the Cities to the BCRUA for Operation and Maintenance Expenses shall be of primary importance to BCRUA. The BCRUA shall use diligent efforts so that Operation and Maintenance Expenses incurred by the BCRUA and ultimately paid by the Cities are reasonable and justified.

(b) Annual Budget Reconciliation (True-Up). On October 1st each year, the BCRUA Plant Superintendent will send the BCRUA Accountant a fiscal year-end report of the actual treated water delivered to each city from the BCRUA water plant. The BCRUA Accountant will re-calculate the flow allocation based on actual water delivered to each city and reallocate the fiscal year's variable expenses and applicable fixed expenses for cities receiving water. The BCRUA Accountant will prepare a true-up spreadsheet whereby the adjustments to each city's expense distribution is derived. This MGD true-up will be settled internally with corresponding adjustments to fund cash. Budget overpayments, will be refunded and any underpayment will be billed.

(c) Each City hereby agrees that it will make payment of its Bond Payment to the extent BCRUA issues a series of Bonds for such City and its proportionate share of the Operation and Maintenance Expenses to the BCRUA, or to the Trustee on behalf of the BCRUA, as provided in each Bond Resolution in accordance with the procedures established in Section 4.6 hereof. If a City at any time disputes the amount to be paid by it to the BCRUA, such City shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by the such City should have been less, or more, the BCRUA shall promptly revise the charges for such City in such manner that a City will recover its overpayment or the BCRUA will recover the amount due it. The BCRUA shall pursue all legal remedies, including the remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to it, against any City to enforce and protect the rights of the BCRUA and the owners of the Bonds, and the City shall not be relieved of the liability to the BCRUA for the payment of all amounts which are due by them hereunder. However, no City shall have any liability or responsibility for any Annual Payment attributable to another City.

(d) Except to the extent otherwise provided by a Bond Resolution, all amounts due under this Contract shall be paid and are due in Williamson County, Texas, which is the County in which the principal administrative offices of the BCRUA are located.

(e) The BCRUA shall redetermine the estimate and schedule of Annual Payments due in any Fiscal Year at any time during such Fiscal Year, as and to the extent deemed necessary or advisable by the BCRUA to accurately forecast the amount and date of Annual Payments to be made by each City, if (i) the BCRUA issues Bonds to complete the System or to refund any Bonds or enters into, amends, or terminates a Credit Agreement, (ii) actual interest rates on any variable interest rate Bonds differ from those projected by the BCRUA, or (iii) any other event occurs which results in an increase or decrease in the Annual Payments required to be made by any City in such Fiscal Year.

(f) If, during any Fiscal Year, the Annual Payment is redetermined in any manner as provided or required in this Section, the BCRUA will promptly furnish the Cities with an updated schedule of payments reflecting such redetermination.

(g) Notwithstanding anything herein to the contrary, no failure of the BCRUA to estimate, and no mistake by the BCRUA in any estimate of, the amount of or schedule for Annual Payments due from the Cities in any Fiscal Year shall relieve any City from (or defer) its absolute and unconditional obligation to make all Annual Payments in full when due.

Section 9.5 Source of Payment.

(a) Each City represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary “operating expenses,” as defined in Chapter 1502, as amended, Texas Government Code, of its City System, but only to the extent of the Annual Payment, and the Cities shall not be obligated to make the payments under this Contract from any source other than the gross revenues of its City System. Each City further represents that its Governing Body has determined that the services to be provided by the System are absolutely necessary and essential to provide the treated water to such City.

(b) Each City agrees throughout the term of this Contract to fix and collect such rates and charges for services to be supplied by its City System as will produce gross revenues at all times during the term of this Contract in an amount at least equal to (i) all of the expenses of operation and maintenance of its City System, including specifically its Annual Payments under this Contract and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the its City System, including the amounts required to pay all principal of and interest on such City’s Utility Bonds and other obligations.

(c) No ad valorem tax revenues of any City shall be pledged to the payment of any amounts to be paid by the City to the BCRUA under this Contract, nor shall the BCRUA have the right to demand payment of any amounts to be paid by the City under this Contract be paid from funds raised or to be raised from ad valorem taxation from the City and the obligations under this Contract shall never be construed to be a debt or pecuniary obligation of the City of such kind as to require the City to levy and collect an ad valorem tax to discharge its obligations.

Section 9.6 Annual Budgeting by the Cities. Each City shall make provision in each of its annual budgets and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by the City under this Contract.

Section 9.7 Revenue Sources Pledged. Each City hereby pledges the gross revenues of its City System to the payment of its obligations under this Contract and recognizes that the BCRUA will, and authorizes the BCRUA to, pledge the Bond Payments owing to it by each City under this Contract to the payment of the applicable series of Bonds and Credit Agreements issued for that particular City. The BCRUA agrees to make the payments for such series of Bonds and Credit Agreements when and as required by each Bond Resolution, each Credit Agreement, and this Contract, from and to the extent of proceeds of a series of Bonds not expended for the System and Bond Payments made by each City.

Section 9.8 General Covenants by Cities. Each City further represents, covenants and agrees that in accordance with and to the extent permitted by law, it will comply with the covenants listed below.

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in each ordinance or resolution authorizing the issuance of the series of Bonds issued for it by the BCRUA; and it will, at the time and in the

manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the fund and accounts created by said ordinances, but only from and to the extent of the sources of funds described in such ordinances.

(b) Legal Authority. It is a duly created and existing home rule city of the State and is duly authorized under the laws of the State to enter into this Contract. By execution hereof, it represents that all actions on its part for the execution and delivery of this Contract have been duly and effectively taken; and that this Contract is a valid and enforceable special obligation of the City in accordance with its terms.

(c) Acquisition and Construction; Operation and Maintenance. (i) It shall use its best efforts in accordance with Prudent Utility Practice to acquire and construct, or cause to be acquired and constructed, any capital improvements to its City System, which shall mean and include any capital extensions, improvements, and betterments, in accordance with the plans and specifications therefor, as modified from time to time with due diligence and in a sound and economical manner; and (ii) it shall at all times use its best efforts to operate or cause to be operated its City System properly and in an efficient manner, consistent with Prudent Utility Practice, and shall use its best efforts to maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or use its best efforts to cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of its City System may be properly and advantageously conducted.

(d) Title. It has or will obtain lawful title, whether such title is in fee or lesser interest, to the lands, buildings, structures, and facilities constituting its City System; it will defend the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the BCRUA and the owners of each series of Bonds, against the claims and demands of all persons whomsoever; and it is lawfully qualified to pledge the gross revenues of its City System to the payment of the payments required by this Contract in the manner prescribed herein, and has lawfully exercised such rights.

(e) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon its City System; it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the lien granted hereunder shall be fully preserved in the manner provided herein; and it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the lien hereof might or could be impaired; provided however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Cities.

(f) Books, Records, and Accounts. It shall keep proper books, records, and accounts separate and apart from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to its City System and each series of Bonds, and it shall cause said books and accounts to be audited annually as of the close of each Fiscal Year. At the request

of the BCRUA, the Cities shall allow the BCRUA to audit such books, records, and accounts at any reasonable time and from time to time.

(g) Insurance.

(i) Except as otherwise permitted in clause (ii) below, it shall cause to be insured such parts of its City System as would usually be insured by governmental entities operating like properties, with a responsible insurance company or companies, against risks, accidents, or casualties against which and to the extent insurance is usually carried by governmental entities operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time, while any contractor engaged in construction work shall be fully responsible therefor, the Cities shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the BCRUA at all reasonable times.

(ii) In lieu of obtaining policies for insurance as provided above, the Cities may self-insure against risks, accidents, claims, or casualties described in clause (i) above.

(iii) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing the areas of insurance for which the City is self-insuring, all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(h) Audits. After the close of each Fiscal Year while this Contract is in effect, an audit will be made by each City of the books and accounts relating to its City System and the revenues of its City System. As soon as practicable after the close of each such Fiscal Year, and when said audit has been completed and made available to the Cities, a copy of such audit for the preceding Fiscal Year shall be mailed to the BCRUA. Such annual audit reports shall be open to the inspection of the BCRUA, its agents and representatives, the Trustee, and the owners of the Bonds at all reasonable times at the BCRUA's office.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to a respective City System, and which have been obtained from any governmental entity, and the Cities have or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of a respective City System.

(j) No Competition. To the extent it legally may, each City hereby covenants solely with the owners of its series of Bonds issued by the BCRUA, if any, that such City will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for a City System, to the extent such competing facility would impair the City System's ability to pay under this Contract, and, to the extent that it legally may, each City will prohibit any such competing facilities.

(k) Rights of Inspection. The BCRUA, the Trustee, and the owners of 10% or more in principal amount of the Bonds of any series shall have the right at all reasonable times to inspect each City System and all records, accounts, and data of the respective City relating thereto, and upon request, each City shall furnish to the BCRUA, the Trustee, and such owners of Bonds such financial statements, reports, and other information relating to a respective City and a respective City System as any such person may from time to time reasonably request.

(l) Sale, Lease, or Disposal of Property by the Cities. No part of a City System shall be sold, leased, mortgaged, demolished, removed, or otherwise disposed of, except as follows:

(i) To the extent permitted by law, a City may sell or exchange at any time and from time to time any property or facilities constituting a part of its City System only if (a) it shall determine such property or facilities are not useful in the operation of its City System, (b) the proceeds of such sale are \$250,000 or less, or it shall have received a certificate executed by the City Manager stating, in his/her opinion, that the fair market value of the property or facilities exchanged is \$250,000 or less, (c) if such proceeds or fair market value exceeds \$250,000 it shall have received a certificate executed by the City Manager stating his/her opinion that the sale or exchange of such property or facilities will not impair the ability of the Cities to comply during the current or any future year with the provisions of Section 9.4(b) of this Contract, or (d) the sale or exchange will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of its City System shall forthwith, at the option of the City be used as provided in the ordinances of the City authorizing its Utility Bonds.

(ii) To the extent permitted by law, a City may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of its City System, provided that any such lease, contract, license, arrangement, easement or right (a) does not impede the operation by such City of its City System and (b) does not in any manner impair or adversely affect the rights or security of the BCRUA under this Contract; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement, or other right is in excess of \$500,000, the affected City shall have received a certificate executed by the City Manager that the action of the such City with

respect thereto does not result in a breach of the conditions under this subsection (ii). Any payments received by the affected City under or in connection with any such lease, contract, license, arrangement, easement or right in respect of one or more City System or any part thereof shall constitute gross revenues of the respective City System or Systems.

ARTICLE X

CONTINUING DISCLOSURE

Section 10.1 Annual Reports. Following the issuance of Bonds of any series by the BCRUA for the benefit of the appropriate City, the offer or sale of which is not exempt from the Rule and, until the City is no longer obligated, contingently or otherwise, to make Bond Payments in respect of the Bonds of such series issued for such City, each City undertakes to and shall provide annually to the MCRB, within six months after the end of each Fiscal Year, (i) financial information and operating data of the general type included in the Sale and Offering Documents for the Bonds of such series, as specified in its approval of such Sale and Offering Documents pursuant to Section 4.1 hereof and (ii) audited general purpose financial statements of the City, if then available. Any financial statements so to be provided shall be (i) prepared in accordance with generally accepted accounting principles for governmental agencies or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within 12 months after any Fiscal Year, then the City shall file unaudited financial statements within such 12 month period, and shall file audited financial statements for the applicable Fiscal Year, when and if the audit report on such statements become available.

If a City changes its Fiscal Year, the City will notify the Trustee, and file notice with the MSRB of the change and of the date of the new Fiscal Year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

Section 10.2 Event Notices.

(a) The following events with respect to any series of Bonds which each City must agree to file notice with EMMA in a timely manner and not more than 10 business days after the occurrence of the event.

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue

(IFS Form 5701-TEB, or other material events affecting the tax-exempt status of the Bonds;

(vii) Modifications to rights of holders of the Bonds, if material;

(viii) Bond calls if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds; if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) Each City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Each City shall, promptly after obtaining actual knowledge of the occurrence of any of the events enumerated in (a) above, notify the BCRUA of such event and provide all

information in the format required to satisfy the requirements of the Rule. Further, each City shall provide, in a timely manner, notice of any failure to provide audited financial statements, financial information, and operating data in accordance with Section 10.1 hereof to each NRMSIR and each SID.

Section 10.3 Limitations, Disclaimers, and Amendments.

(a) Each City shall be obligated to observe and perform the covenants specified in this Contract in respect to its Bonds of any series for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds of such series within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with the Bond Resolution that causes Bonds of such series no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of (and may be enforced by) the owners and beneficial owners of the Bonds of such City, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. Each City undertakes to provide only the financial information, operating data, financial statements, and notices which they have expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the its financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. Each City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL A CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY A CITY WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by a City in observing or performing its obligations under this Article shall comprise a breach of or default under this Contract for purposes of any other provision of this Contract.

(e) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the BCRUA or each City under federal and state securities laws.

(f) The provisions of this Article may be amended by the BCRUA and the Cities from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the BCRUA or the appropriate Cities, but only if

(i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds of the applicable series in the primary offering of the Bonds of such series in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and

(ii) either

(1) the owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Contract that authorizes such an amendment) of the outstanding Bonds of each such series affected consent to such amendment or

(2) an entity that is unaffiliated with the BCRUA or the appropriate Cities (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the owners and beneficial owners of the Bonds of such series and is permitted by the terms of the Article.

If the BCRUA and the Cities so amend the provisions of this Article in connection with the financial or operating data which the Cities are required to disclose under Section 10.1 hereof, the appropriate Cities shall provide a notice of such amendment to be filed in accordance with Section 10.2(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The BCRUA and the appropriate Cities may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of each series of Bonds.

ARTICLE XI

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 11.1 Compliance with Federal, State and Local Laws. This Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal government authority having or asserting jurisdiction. The Contract is specifically subject to the rules of the TCEQ, and the BCRUA shall have the right to terminate this Contract upon a City's non-compliance with the rules promulgated by the TCEQ, but such termination shall only affect the non-complying City; provided however, such termination shall not affect the non-complying City's obligation to pay Bond Payments in accordance with this Contract.

Section 11.2 Recordkeeping and Reporting. The BCRUA shall maintain records on site in accordance with applicable State laws.

(a) Records to be maintained by the BCRUA include:

- (i) copies of notifications made to the TCEQ concerning water systems;
- (ii) as applicable, copies of contracts made with each water user;
- (iii) records of volume of treated water delivered to each water user per delivery; and
- (iv) water quality analyses.

(b) BCRUA shall report to the TCEQ as required by law. All costs of compliance with the rules of the TCEQ shall be paid by the BCRUA, but such costs shall be considered an Operation and Maintenance Expense.

ARTICLE XII **GENERAL PROVISIONS**

Section 12.1 Participation by the Parties. The BCRUA and each City represents to the others that it is empowered by law to participate in the acquisition, construction, and financing of the System, and to execute this Contract and other agreements and documents as are or may hereafter be required to accomplish the same; and that its participation in the System and execution of this Contract have been duly authorized by action of its governing body at a meeting conducted in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code. The BCRUA and each City agree to furnish to each other such documentation or evidence of its authority to so participate and execute the contracts and other agreements as the other party may reasonably request, and to take and perform such other and further actions and execute such other agreements and documents as may be reasonably required to carry out the provisions of this Contract.

Section 12.2 Insurance.

(a) The BCRUA agrees to carry public liability insurance on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the BCRUA shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the BCRUA's legal counsel, be potentially liable considering relevant governmental immunities of the Cities and the BCRUA. The BCRUA shall also carry property casualty insurance in the amount of the replacement value of all improvements and personal property connected with the System (less a deductible comparable to the deductible on the Cities' property insurance for Cities property generally).

All premiums for such insurance shall constitute an expense of the System but may be paid out of the proceeds of the Bonds to the extent that such proceeds are available. In the event the BCRUA is required to pay a deductible with respect to a claim under any such policy, the amount of such deductible shall constitute an expense and shall be paid by the Cities.

(b) The BCRUA shall require the contractor or contractors employed for construction of the System to carry insurance coverage throughout the construction period in at least the following amounts:

- (i) Workers' Compensation: State law limits;
- (ii) General Liability (including contractual liability) and Automobile Liability: One million dollars (\$1,000,000.00) per person and per occurrence for bodily injury and One million dollars (\$1,000,000.00) for property damage;
- (iii) Builder's Risk: full replacement value of improvements; and
- (iv) Performance and Payment Bond: full value of contract;

The Cities shall be furnished with a certified copy of such effective policy of insurance prior to commencement of construction. Such insurance policies shall name the BCRUA and the Cities as additional insureds, and the BCRUA shall be provided with a certificate of insurance showing the required coverage and providing that the policies may not be canceled, changed, or not renewed until the BCRUA has been given thirty (30) days prior written notice of such event.

(c) The insurance required by this section may be modified by written agreement of the Cities and the BCRUA, in accordance with good business practice. Any questions about the scope of coverage required hereunder shall be resolved by written agreement between the Cities and the BCRUA. The Parties can agree to substitute an owner-controlled insurance program for any of the above specified insurance requirements.

Section 12.3 Force Majeure. If by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each City to make the payments required under Sections 4.5 and 9.4 of this Contract, which payments will continue irrespective of a Force Majeure event, then if such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, war, strikes, fires, explosions or other causes that are beyond the reasonable control of the party claiming such inability and that by exercise of due foresight such party could not reasonably have been expected to avoid and which by exercise of all reasonable due diligence such party is unable to overcome.

Section 12.4 Unconditional Obligation to Make Payment. Recognizing the fact that the Cities urgently require the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the Bond Payments to be received from each City will be the primary source of funds available to the BCRUA and the Trustee to pay the Bonds and other System Costs, and recognizing the fact that purchasers of Bonds will rely on the obligation of the Cities to make Annual Payments with respect to their series of Bonds in accordance with the provisions of this Contract, each City hereby waives all rights of set-off, recoupment, counterclaim, suspension, deferment, reduction, and amendment, with respect to making its Annual Payments against the BCRUA, the Trustee, and any other direct or indirect recipients of Annual Payments, and each City agrees that it shall make its appropriate Annual Payment even if no Bonds are issued for its benefit by the BCRUA and if any Bonds are issued, each City shall be unconditionally obligated to pay its Annual Payments as provided and determined by this Contract, regardless of whether or not the BCRUA actually acquires the Land Interests and, constructs, or completes the System, or the portions thereof designated for its use, or breaches any obligation on its part hereunder, and whether or not each City actually uses the System, or the portions thereof designated for its use, whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this Contract, any other contract or agreement between any of the Parties hereto. This covenant by each City shall be for the benefit of and enforceable by the owners of the Bonds and/or by the BCRUA.

By entering into this Contract and performing its obligations under any Section of this Contract, each City does not release any persons from or waive any claims against such persons that the City may have resulting from actions by such persons contrary to that person's legal obligations.

Section 12.5 Term of Contract. This Contract shall be effective from and after its date, and this Contract shall continue in force and effect until the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of each Bond Resolution and thereafter continue in force and effect during the entire useful life of the System. When the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of the Bond Resolution and all amounts owed to the BCRUA, the Trustee, or any other person hereunder have been paid, all money held by the Trustee or the BCRUA pursuant to the terms of the Bond Resolution shall be paid to the BCRUA. Upon the termination of this Contract, the BCRUA will charge each City a per gallonage charge (or other published rate) for treated water delivered to the Cities in accordance with the BCRUA's then existing rate schedule.

Section 12.6 Amendment and Modification. This Contract shall not be amended except in writing of all Parties hereto. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all money required to be paid by each City under the terms of this Contract and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

Section 12.7 Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the BCRUA:

President, Board of Directors

Brushy Creek Regional Utility Authority, Inc.

221 E. Main St.

Round Rock, Texas 78664

If to Cedar Park:

City Manager

450 Cypress Creek Rd.

Cedar Park, Texas 78613

If to Leander:

City Manager

P.O. Box 319

Leander, Texas 78646-0319

If to Round Rock:

City Manager

221 E. Main St.

Round Rock, Texas 78664

The BCRUA and the Cities hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Parties.

Section 12.8 State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction and the Cities and the BCRUA represent that, to the best of their knowledge, no provisions of any applicable federal or State law, including the City Charters of the Cities, nor any permit, ordinance, rule, order, or regulation of either party will limit or restrict the ability of either party to carry out their respective obligations under or contemplated by this Contract.

Section 12.9 Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 12.10 Remedies Upon Default. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing that failure in the performance of the Cities' obligations hereunder could not be adequately compensated in money damages alone, each City agrees in the event of any default on its part that the BCRUA and the owners of the Bonds as third-party beneficiaries shall have available to them the remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to them. As long as an Insurer is not in default on the related Insurance

Policy for a series of Bonds, the Insurer of a series of Bonds shall be deemed to be the Owner of such Bonds insured by it for purposes of enforcing the provisions of this Contract, so long as no event of default exists. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the BCRUA to receive the Annual Payments and the provision of Section 4.9 hereof, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of the performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 12.11 Venue. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Williamson County, Texas, which is the County in which the principal administrative offices of the BCRUA are located. It is specifically agreed among the Parties to this Contract that Williamson County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Williamson County, Texas.

Section 12.12 Statutory Authority. In entering into this Contract and performing all duties and obligations hereunder, the Cities and the BCRUA exercise their authority under and in accordance with the State Constitution and laws including, but not limited to, the Act, Chapter 402, as amended, Texas Local Government Code; Chapter 1502, as amended, Texas Government Code, each City's respective Home Rule Charter; Chapter 1371, as amended, Texas Government Code and all other laws which may authorize this Contract, all of which provisions and laws, cited or not cited herein, shall cumulatively provide the authority for this Contract.

Section 12.13 Indemnification. For so long as the bonds are outstanding and unpaid, and also with respect to any claim that may arise out of the offer and sale of the bonds of any series or the alleged misstatement or omission of a material fact in or from any sale and offering document relating to any of the cities used in connection therewith, to the extent permitted by law, each city agrees to indemnify, to the extent permitted by law, and save and hold harmless the BCRUA, and the other cities, and their respective officers, directors, agents, financial advisors, attorneys, and employees, and the underwriters of any such offering and their respective directors, officers, employees, and agents, and all persons who control the same within the meaning of the federal securities laws, from and against all claims that may arise as a result of any undertaking, act, or omission, whether negligent or not, which is done or omitted to be done by the cities or any of their officers, councilmen, agents, attorneys, and employees, relating to the system or providing information for inclusion in the sale and offering documents. If any such claim is brought against any such indemnified person, the cities shall pay all costs incurred by such person in defending and (subject to applicable rules of attorney conduct) may control the defense of such claim.

Section 12.14 Contract for Benefit of the Cities. This Contract is made for the exclusive benefit of the Cities (except with respect to Section 9.8(j) which is solely for the benefit of the owners of the Bonds issued by the BCRUA for a particular City), the BCRUA, the Trustee, the owners of the Bonds, the parties to any Credit Agreements, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, and their respective successors and assigns herein permitted, and not for any third party or parties other than the BCRUA (including

its officers, directors, employees, agents, and attorneys), the Trustee, the owners of the Bonds, the Cities, and the parties to any Credit Agreements, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, the other persons indemnified by Section 12.13 hereof, and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Contract.

Section 12.15 Succession and Assignment. This Contract is binding on and inures to the benefit of the Parties hereto and their respective successors, representatives, and assigns. This Contract may not be assigned by any party hereto without (i) complying with any provisions relating to the right of the Parties to assign this Contract contained in the Bond Resolution and (ii) prior written notice to and approval by the other Parties, which consent may be withheld without cause. The provisions of this Section do not affect the assignment of the BCRUA's rights under this Contract to a Trustee pursuant to Section 4.8.

Section 12.16 Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Contract for all purposes and are adopted as a part of the judgment and findings of the BCRUA and the Cities.

Section 12.17 Independent Contractor. As among the Parties, the BCRUA shall be solely responsible for the operation of the System to produce and treat raw water and to deliver treated water to the Cities pursuant to this Contract (except to the extent the BCRUA and the Cities enter into agreements for the Cities to operate parts of the System); and the BCRUA shall be an independent contractor in the operation of the System.

Section 12.18 Financing Statement. Each City agrees at the request of the BCRUA to execute a financing statement in a form satisfactory to the BCRUA and meeting the requirements of the Texas Business and Commerce Code to perfect any security interest created hereby. The Cities further agree to execute such continuation statements or other documents as may be necessary to maintain any such security interest.

Section 12.19 Entire Agreement. This Contract constitutes the entire agreement among the Parties with respect to the matters described herein.

Section 12.20 Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 12.21 Counterparts. This Contract 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 Contract to be duly executed as of the day and year first above written.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: 
Na'Cole Thompson, President

Attest:

By: 
Rene Flores, Secretary

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Attest:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Ann Franklin, City Clerk

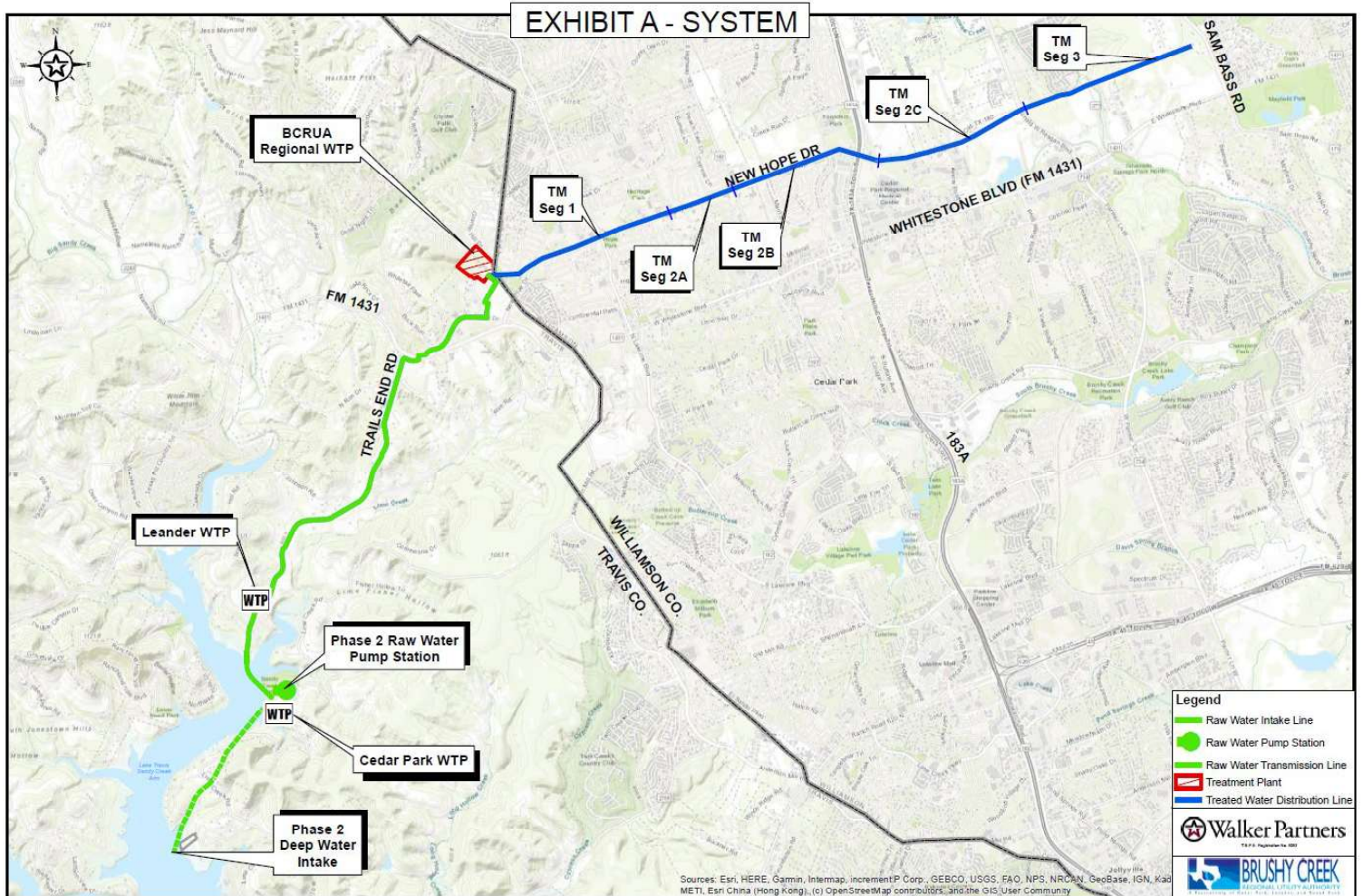


EXHIBIT B - DELIVERY POINTS

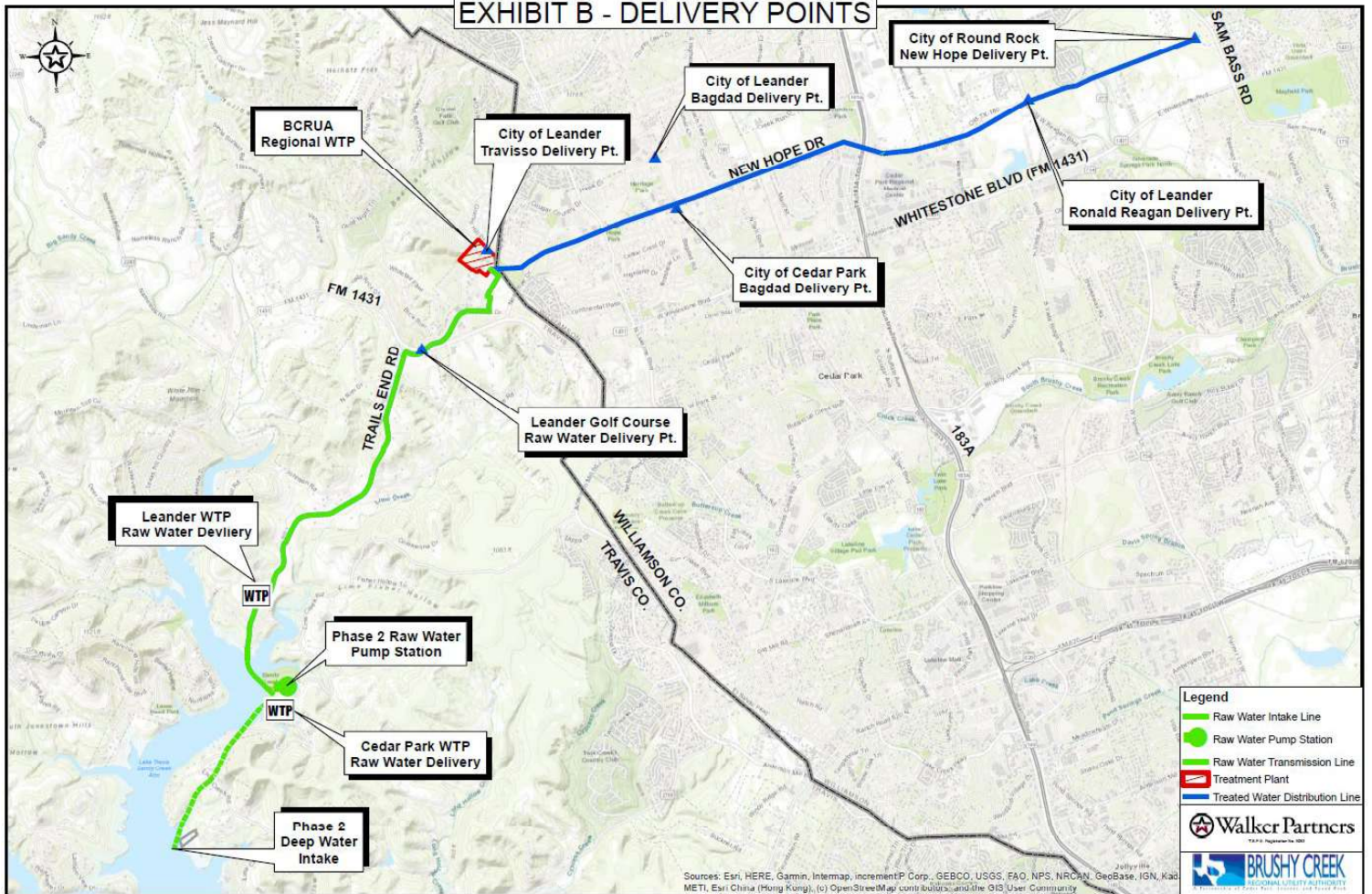


Exhibit C

Raw Water Delivery System Max Daily Capacities & Delivery Rates ^{1,2,3}									
System Phase	Total Raw Water System Capacity and Delivery Rates (MGD)	Cedar Park (MGD)			Leander (MGD)			Round Rock	
		Cedar Park WTP (MGD)	BCRUA WTP (MGD)	Total (MGD)	Leander WTP (MGD)	BCRUA WTP (MGD)	Total (MGD)	BCRUA WTP (MGD)	Total (MGD)
Phase 1C	32.50	0.00	8.67	8.67	0.00	15.16	15.16	8.67	8.67
Phase 1D	41.90	0.00	11.17	11.17	0.00	19.56	19.56	11.17	11.17
Phase 2	103.10	26.90	11.17	38.07	12.00	31.26	43.26	21.77	21.77
Ultimate	144.70	26.90	15.00	41.90	12.00	50.00	62.00	40.80	40.80

Note 1 – Max delivery rates for each City to the BCRUA plant prior to completion of Phase 2 shall be as shown in this Exhibit C unless the raw water capacity delivered prior to completion of Phase 2, through the Phase 1A, Contract 2 Raw Water Pipeline is less than 41.9 MGD as determined by the Consulting Engineer through engineering studies and construction repairs.

Note 2 – Max delivery rates shown for Total Raw System and Leander and Round Rock deliveries to the BCRUA WTP in Phase 2 assume a larger pump is added to the Phase 2 construction contract, which is currently sized for a Total delivery of 87 MGD instead of 103.1. Capacities shown for Leander and Round Rock deliveries to the BCRUA WTP match the capacity of the Phase 2A treatment plant expansion for these 2 cities.

Note 3 – Max delivery rates for each City involved in Expansions to the BCRUA WTP beyond completion of Phase 2 and before the Ultimate phase is completed will require an amendment to this Exhibit per this Agreement.

Phase 2 Ultimate Capacity & Cost		
	Capacity (MGD)	Percent %
Cedar Park	41.9	28.96
Leander	62.0	42.85
Round Rock	40.8	28.19
Total	144.7	100.00

Exhibit D

Treatment System Max Daily Capacities & Instantaneous Delivery Rates ¹												
City	Phase 1C			Phase 1D			Phase 2A			Ultimate		
	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %
Cedar Park	8.67	6,021	26.67	11.17	7,757	26.67	11.17	7,757	17.40	15	10,417	14.18
Leander	15.16	10,528	46.67	19.56	13,583	46.67	31.26	21,708	48.69	50	34,722	47.26
Round Rock	8.67	6,021	26.67	11.17	7,757	26.67	21.77	15,118	33.91	40.8	28,333	38.56
Total	32.50	22,570	100.00	41.90	29,097	100.00	64.20	44,583	100.00	105.80	73,472	100.00

Notes: 1) Max daily capacity and max instantaneous delivery rates in the treatment system are cumulative after completion of each Phase.

Phase 2A Capacity & Cost Allocation		
	Capacity (MGD)	Percent %
Cedar Park	0.0	0.00
Leander	11.7	52.40
Round Rock	10.6	47.60
Total	22.3	100.00

Exhibit E

Treated Water Distribution System Capacity Allocation				
Transmission Line Segment	Constructed System Capacity (MGD)	Cedar Park	Leander	Round Rock
		Percent (%)	Percent (%)	Percent (%)
Segment 1	105.80	14.18	47.26	38.56
Segment 2A	105.80	14.18	47.26	38.56
Segment 2B	78.80	0.00	48.22	51.78
Segment 2C	78.80	0.00	48.22	51.78
Segment 3	40.80	0.00	0.00	100.00

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
BCRUA PROJECT (Operational April 1, 2012)								
FLOATING INTAKE BARGE								
Preliminary Engineering	30.9	\$ 287,709	14.18	\$	40,797	\$ 135,971	38.56	\$ 110,941
Final Engineering (Final Bidding)	30.9	\$ 458,610	14.18	\$	65,031	\$ 216,739	38.56	\$ 176,840
Construction	30.9	\$ 3,807,500	28.8	\$	1,096,580	\$ 45,311	25.89	\$ 985,762
Construction - Contingency	30.9	\$ 837,480	28.8	\$	241,194	\$ 379,462	25.89	\$ 216,824
Total Construction (Includes Construction and Contingency)	30.9	\$ 4,844,380	28.8	\$	1,337,754	\$ 2,104,841	25.89	\$ 1,202,585
Construction Phase Services	30.9	\$ 128,414	28.8	\$	36,983	\$ 58,184	25.89	\$ 33,246
FLOATING INTAKE BARGE SUB-TOTAL		\$ 5,519,713		\$	1,402,565	\$ 2,515,535	\$	1,532,612
Cost Allocation Percentages					25.82%	45.57%		27.60%
RAWWATER LINE - FROM BARGE, UP TRAIL & END ROAD TO REGIONAL WATER TREATMENT PLANT								
Preliminary Engineering	105.8	\$ 570,089	14.18	\$	80,839	\$ 269,424	38.56	\$ 219,826
Final Engineering (Final Bidding)	105.8	\$ 2,784,018	14.18	\$	394,773	\$ 1,315,728	38.56	\$ 1,073,517
Environmental, Permit, and Habitat Mitigation	105.8	\$ 413,000	14.18	\$	58,563	\$ 195,164	38.56	\$ 159,253
Construction - Contract 1	105.8	\$ 19,371,138	14.18	\$	2,746,827	\$ 9,154,800	38.56	\$ 7,489,511
Construction - Contract 2	105.8	\$ 5,511,774	28.87	\$	1,489,990	\$ 46,671	28.87	\$ 1,489,990
Contingency	105.8	\$ 3,649,300	14.18	\$	517,471	\$ 1,724,659	38.56	\$ 1,407,170
Total Construction (Includes Construction and Contingency)	105.8	\$ 28,532,212	14.18	\$	4,734,288	\$ 13,451,804	38.56	\$ 10,346,671
Essementies	105.8	\$ 1,481,798	14.18	\$	210,119	\$ 700,298	38.56	\$ 571,381
Construction Phase Services	105.8	\$ 802,848	14.18	\$	113,844	\$ 379,425	38.56	\$ 309,577
RAWWATER LINE SUB-TOTAL		\$ 34,583,961		\$	5,592,426	\$ 16,311,861	\$	12,630,225
Cost Allocation Percentages					16.17%	47.17%		36.67%
REGIONAL WATER TREATMENT PLANT								
WTP Land Acquisition	105.8	\$ 3,324,022	14.18	\$	471,346	\$ 1,570,933	38.56	\$ 1,281,743
Preliminary Engineering	105.8	\$ 703,112	14.18	\$	98,701	\$ 332,291	38.56	\$ 271,120
Final Engineering	17	\$ 3,457,493	14.18	\$	490,273	\$ 1,634,011	38.56	\$ 1,333,209
Supplemental Engineering	17	\$ 581,395	14.18	\$	82,442	\$ 274,767	38.56	\$ 224,186
Construction Phase Services	17	\$ 1,185,500	14.18	\$	216,398	\$ 557,878	38.56	\$ 459,225
1.0 Raw Water Conveyance								
1.01 72" 64' Raw Water Line, Isolation Valves, and Chemical Injection Vaults	105.8	\$ 1,081,511	14.18	\$	153,415	\$ 511,311	38.56	\$ 417,185
2.0 Treatment Structure								
2.01 54" Raw Water, Raw Water Pipe Gallery	43	\$ 215,597	28.87	\$	57,573	\$ 100,752	28.87	\$ 57,573
2.02 30" Raw Water Venturi Meter and Rate of Flow Control Valve, and Hydraulic Rapid Mix IC	22	\$ 222,566	28.87	\$	58,298	\$ 103,771	28.87	\$ 59,298
2.03 Floculators 1A-1C thru 4A-4C (12 total) and Floculated Water Channel	22	\$ 1,309,128	28.87	\$	349,101	\$ 810,926	28.87	\$ 349,101
Basin Inlet Channels, Sedimentation Basins 1 and 2 with Sludge Channel with Valves and Gates	22	\$ 3,029,635	28.87	\$	807,956	\$ 1,413,923	28.87	\$ 807,956
2.04 Collection Equipment and Basin Outlet Channel, Settled Water	22	\$		\$				
2.05 Sludge Vault 1C and 17 Sludge Pipe	22	\$ 593,515	28.87	\$	158,271	\$ 276,973	28.87	\$ 158,271
2.06 Filter Inlet Channel	43	\$ 833,870	28.87	\$	222,312	\$ 389,046	28.87	\$ 222,312
Filters 1-4 (underdrains, media, troughs, effluent venturi meters, rate of flow control valves, piping and miscellaneous valves) and Filters 5-8 (structure, wall spoils and blind flanges only)	12.8	\$ 2,045,765	28.87	\$	545,537	\$ 954,890	28.87	\$ 545,537
Filter 5 (underdrains, media, troughs, effluent venturi meters, rate of flow control valves, piping and miscellaneous valves)	4.2	\$ 233,686	28.87	\$	62,324	\$ 109,061	28.87	\$ 62,324
2.09 24" Backwash Water Venturi Meter and Rate of Flow Control Valve, and 30" Backwash Water Piping	105.8	\$ 216,706	14.18	\$	30,729	\$ 102,415	38.56	\$ 83,582
2.1 36" Waste Backwash Water Piping and Valving	105.8	\$ 276,542	14.18	\$	39,214	\$ 130,894	38.56	\$ 106,635
2.11 24" Square Bowers	105.8	\$ 110,779	14.18	\$	15,708	\$ 52,354	38.56	\$ 42,716

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
2.14 Administration Level, Mezzanine (Electrical Room, and Storage), and Maintenance Room	105.8	\$ 6,324,882	14.18	\$ 896,870	47.26	\$ 2,989,144	38.56	\$ 2,438,878
3.0 Chemical Feed Facility								
3.01 Chemical Feed Area	105.8	\$ 77,626	14.18	\$ 11,007	47.26	\$ 36,886	38.56	\$ 29,933
3.02 2 Alum Metering Pumps, 2 Alum Storage Tanks, Valves and Piping	22	\$ 168,988	26.67	\$ 45,066	46.67	\$ 78,866	26.67	\$ 45,066
3.03 2 Fluoride Metering Pumps, 1 Fluoride Storage Tank, Valve and Piping	43	\$ 97,032	26.67	\$ 25,875	46.67	\$ 45,282	26.67	\$ 25,875
3.04 2 Polymer Metering Pumps, 1 Dosing Sump, Valves and Piping	22	\$ 88,946	26.67	\$ 23,719	46.67	\$ 41,508	26.67	\$ 23,719
3.05 Bulk Chemical Secondary Containment Structure	105.8	\$ 130,185	14.18	\$ 18,460	47.26	\$ 61,525	38.56	\$ 50,138
4.0 Disinfection Facility								
4.01 Disinfection Facility Building	105.8	\$ 1,470,849	14.18	\$ 208,566	47.26	\$ 695,123	38.56	\$ 567,159
4.02 3 Sodium Hypochlorite Metering Pumps, 2 Sodium Hypochlorite Storage Tanks, Control Valve and Piping	22	\$ 304,035	26.67	\$ 81,076	46.67	\$ 141,883	26.67	\$ 81,076
4.03 Bulk Sodium Hypochlorite Chemical Secondary Containment Structure	105.8	\$ 61,454	14.18	\$ 8,714	47.26	\$ 29,043	38.56	\$ 23,697
4.04 2 LAG Metering Pumps, 2 LAG Storage Tanks, Control Valves and Piping	22	\$ 158,486	26.67	\$ 42,263	46.67	\$ 73,960	26.67	\$ 42,263
4.05 Bulk LAG Chemical Secondary Containment Structure	105.8	\$ 61,454	14.18	\$ 8,714	47.26	\$ 29,043	38.56	\$ 23,697
4.06 2 Potassium Permanganate Metering Pumps, 1 Feed Unit	43	\$ 138,888	26.67	\$ 37,304	46.67	\$ 65,281	26.67	\$ 37,304
5.0 Disinfection Basin								
5.01 Disinfection Basin, Wear Plate, Sample Pump, Isolation Valves and Piping	43	\$ 692,973	26.67	\$ 184,793	46.67	\$ 323,387	26.67	\$ 184,793
6.0 Groundwater Storage Tanks								
6.01 2 MG Elev Storage Tank (cap based on WTP overall)			14.18		47.26		38.56	
6.02 78" Inlet/Outlet Piping and Valves	43	\$ 186,787	26.67	\$ 49,810	46.67	\$ 87,167	26.67	\$ 49,810
6.03 4 MG Precast Storage Tanks with Baffle Walls	43	\$ 2,508,286	26.67	\$ 688,876	46.67	\$ 1,170,534	26.67	\$ 688,876
7.0 Booster Pump Station								
7.01 78" Discharge and Suction Piping and Isolation Valves	105.8	\$ 2,475,133	14.18	\$ 350,974	47.26	\$ 1,169,748	38.56	\$ 954,411
7.02 3 Booster Pumps & Motors, Cams, Discharge Piping, Control and Isolation Valves, and 1.5" Gas with Cocks	43	\$ 1,613,971	26.67	\$ 430,392	46.67	\$ 753,187	26.67	\$ 430,392
7.03 2 Part Water Pumps & Motors, Cams, Discharge Piping, and Valves	43	\$ 186,787	26.67	\$ 49,810	46.67	\$ 87,167	26.67	\$ 49,810
7.04 2 Backwash Water Pumps & Motors, Cams, Discharge Piping, and Valves	105.8	\$ 831,244	14.18	\$ 117,870	47.26	\$ 392,846	38.56	\$ 320,528
8.0 Sludge Dewatering Facility								
8.01 Sludge Dewatering Facility Building	67	\$ 1,215,330	14.18	\$ 172,334	47.26	\$ 574,365	38.56	\$ 468,631
8.02 1 Belt Filter Press, 2 Belt Press Feed Pumps, 2 Polymer Feed Systems, 2 Screw Conveyors, Valves and Piping	67	\$ 780,302	14.18	\$ 110,647	47.26	\$ 368,771	38.56	\$ 300,884
9.0 Sludge Thickening and Handling Facilities								
9.01 1 Sludge Thickener with Collector, Piping, Valves	31	\$ 443,583	26.67	\$ 119,889	46.67	\$ 209,805	26.67	\$ 119,889
9.02 Sludge Pump Station Wet Well	105.8	\$ 214,280	14.18	\$ 30,385	47.26	\$ 101,263	38.56	\$ 82,626
9.03 2 Sludge Pumps, with Valves and Piping	43	\$ 73,583	26.67	\$ 19,622	46.67	\$ 34,339	26.67	\$ 13,622
10.0 Wastewater Recovery & Reuse								
10.01 2 Wastewater Settling Decant Basins with Sludge Collectors	105.8	\$ 2,225,275	14.18	\$ 315,544	47.26	\$ 1,051,665	38.56	\$ 888,068
10.02 Recycle Pump Station Wet Well	105.8	\$ 178,701	14.18	\$ 25,340	47.26	\$ 84,454	38.56	\$ 69,907
10.03 3 Recycle Pumps, with Valves and Discharge Piping	43	\$ 121,230	26.67	\$ 32,344	46.67	\$ 56,602	26.67	\$ 32,344
11.0 Electrical Building								
11.01 Electrical Building	105.8	\$ 542,573	14.18	\$ 76,937	47.26	\$ 256,420	38.56	\$ 209,216
11.02 5KV Motor Control Center & 480V Motor Control Center with Switch Board, Transformer and Circuit Breaker	43	\$ 414,813	26.67	\$ 110,617	46.67	\$ 193,580	26.67	\$ 110,617
12.0 Yard Piping								
12.01 36" 60' Filtered Water Piping with Valves and Chemical Injection Valves	105.8	\$ 1,024,500	14.18	\$ 145,274	47.26	\$ 494,179	38.56	\$ 395,047
12.02 12" Finished Water Piping with Valves, Finished Water Meter Vault with 48" Vent and Valves	105.8	\$ 1,921,240	14.18	\$ 272,432	47.26	\$ 907,978	38.56	\$ 740,830
12.03 36" Waste Backwash Piping with Valves, and Chemical Injection Vault	105.8	\$ 625,888	14.18	\$ 88,747	47.26	\$ 295,781	38.56	\$ 241,331
12.04 30" Backwash Water Piping with Valves	105.8	\$ 253,093	14.18	\$ 35,889	47.26	\$ 119,612	38.56	\$ 97,593
12.05 36" Waste Washwater Piping with Valves	105.8	\$ 308,078	14.18	\$ 43,686	47.26	\$ 145,598	38.56	\$ 118,736
12.06 20" Wastewater Recycle Piping with Valves, and Recycle Meter Vault with 16" Vent and Valves	105.8	\$ 306,460	14.18	\$ 43,456	47.26	\$ 144,833	38.56	\$ 118,171
12.07 12" Sludge Line, Drain Line and Possible Water Line with Valves	105.8	\$ 884,612	14.18	\$ 125,438	47.26	\$ 418,067	38.56	\$ 341,106

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
12.04 30" Backwash Water Piping with Valves	105.8	\$ 263,093	14.18	\$	47.26	\$ 119,812	38.56	\$ 97,593
12.05 36" Waste Wastewater Piping with Valves	105.8	\$ 308,078	14.18	\$	47.26	\$ 145,598	38.56	\$ 118,795
20" Wastewater Recycle Piping with Valves, and Recycle Meter	105.8	\$ 306,460	14.18	\$	47.26	\$ 144,833	38.56	\$ 118,171
12.06 Vault with 18" Venturi and Valves	105.8	\$ 884,812	14.18	\$	47.26	\$ 418,067	38.56	\$ 341,108
12.07 12" Suction Line, Drain Line and Potable Water Line with Valves	105.8	\$ 190,830	14.18	\$	47.26	\$ 90,186	38.56	\$ 73,584
12.08 8" Fire Water Line, Double Check Valves	105.8	\$ 740,680	14.18	\$	47.26	\$ 350,045	38.56	\$ 285,606
12.09 Additional Piping and Appurtenances	105.8	\$						
13.0 Wastewater Lift Station								
13.01 Wastewater Lift Station Wet Well, 480VAC Utility Service	105.8	\$ 151,209	14.18	\$	47.26	\$ 71,461	38.56	\$ 58,308
13.02 2 Submersible Motors, Force Main, Piping, Valves and Relocation	43	\$ 484,353	26.87	\$	46.67	\$ 226,031	26.87	\$ 129,161
14.0 O&M / S&B								
14.01 Rock Berm, Silt Fence, Tree Protection, Seeding and Topsoil	105.8	\$ 48,516	14.18	\$	47.26	\$ 22,929	38.56	\$ 18,708
14.02 Water Quality Pond	105.8	\$ 444,732	14.18	\$	47.26	\$ 210,180	38.56	\$ 171,488
14.03 Roads - 2' IMC with 10 Bases, Concrete Pavement	105.8	\$ 1,779,735	14.18	\$	47.26	\$ 841,103	38.56	\$ 686,266
14.04 8' Coated Chain Link Fence, 6' Concrete Fence and Gates	105.8	\$ 482,521	14.18	\$	47.26	\$ 218,587	38.56	\$ 178,348
14.05 Landscaping and Irrigation with Lines and Sprinklers	105.8	\$ 388,938	14.18	\$	47.26	\$ 183,812	38.56	\$ 149,974
14.06 Yard Electrical	105.8	\$ 3,589,982	14.18	\$	47.26	\$ 1,687,173	38.56	\$ 1,376,585
Total Construction Cost		\$ 47,929,935		\$	22,555,074	\$ 18,426,474		\$ 16,545,026
Cost Allocation Percentages - Construction Only								
Construction		\$ 47,929,935		\$	22,555,074	\$ 18,426,474		\$ 16,545,026
Contingency		\$ 4,884,861		\$	2,289,233	\$ 1,879,242		\$ 1,600,772
O & M Manual		\$ 523,975		\$	246,574	\$ 199,872		\$ 160,072
REGIONAL WPD SUBTOTAL		\$ 62,570,093		\$ 11,184,735	\$ 23,460,761	\$ 18,426,474		\$ 16,545,026
Cost Allocation Percentages								
Construction		\$ 62,570,093		\$ 11,184,735	\$ 23,460,761	\$ 18,426,474		\$ 16,545,026
Contingency		\$ 4,884,861		\$ 2,289,233	\$ 1,879,242	\$ 1,600,772		\$ 1,376,585
O & M Manual		\$ 523,975		\$ 246,574	\$ 199,872	\$ 160,072		\$ 137,658
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O & M Manual		\$ 523,975		\$ 246,574	\$ 1			

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
Cost Allocation Percentages								
				0.00%	48.22%			51.78%
SEGMENT 2C								
Preliminary Engineering	78.8	\$ 191,919	14.18	\$	47.26	\$ 90,701	38.56	\$ 74,004
Final Engineering	78.8	\$ 627,561	0	\$	-	\$ 302,610	51.78	\$ 324,951
Exemptions (Based on 25% of Fee Simple Value for 50' Perm. Emt.)	78.8	\$ 330,000	0	\$	48.22	\$ 159,128	51.78	\$ 170,874
Construct on Estimate								
Contingency	78.8	\$ 6,800,000	0	\$	48.22	\$ 3,278,960	51.78	\$ 3,521,040
Allowance for Materials and Labor Fluctuations	78.8	\$ 477,507	0	\$	48.22	\$ 230,254	51.78	\$ 247,253
Total Construction (Includes Const., Contingency, & Allowance)	78.8	\$ 955,015	0	\$	48.22	\$ 460,508	51.78	\$ 494,507
Construction Phase Services	78.8	\$ 8,232,522	0	\$	48.22	\$ 3,969,722	51.78	\$ 4,262,800
SEGMENT 2C SUB-TOTAL								
Cost Allocation Percentages								
				0.26%	48.20%			51.52%
CONSTRUCTION MANAGEMENT SERVICES AND INSPECTION								
Includes estimated construction cost for Flooding Barge, Raw Water Line, WTP, and Transmission Main 1 and 2C								
CONSTRUCTION MGMT/IN SPECT. SUB-TOTAL								
Cost Allocation Percentages								
				15.59%	47.16%			37.25%
ANCLARY SERVICES								
Environmental Consultant - BerryAllison		\$ 471,155	14.18	\$	47.26	\$ 222,660	38.56	\$ 181,877
Real Estate Acquisition Consultant - LAN		\$ 470,570	14.18	\$	47.26	\$ 222,391	38.56	\$ 181,452
Condemnation Counsel - Kent Sick		\$ 150,000	14.18	\$	47.26	\$ 70,890	38.56	\$ 57,840
Public Relations - Stasis Faulknerburg		\$ 200,000	14.18	\$	47.26	\$ 94,520	38.56	\$ 77,120
Public Relations Firm - Group Solutions RWJ		\$ 320,000	14.18	\$	47.26	\$ 151,232	38.56	\$ 123,392
ANCLARY Services Sub-Total								
		\$ 1,611,725		\$ 228,543	\$ 781,701	\$	\$	\$ 621,481
OPERATIONAL AND MAINTENANCE EXPENSES								
General Manager Salary and Supplies (5 years)		\$ 425,917	14.18	\$	47.26	\$ 201,288	38.56	\$ 164,234
Preliminary Engineering Report Services		\$ 152,300	15.75	\$	41.39	\$ 63,037	42.86	\$ 65,276
Surveying - The Wallace Group - New Hope Line		\$ 17,551	15.99	\$	40.51	\$ 7,110	43.50	\$ 7,635
Administration Fees - Preliminary/Final Design		\$ 84,000	14.18	\$	47.26	\$ 39,698	38.56	\$ 32,390
O&M Sub-Total		\$ 679,768		\$ 99,100	\$ 311,134	\$	\$	\$ 269,534
ANCLARY SVC'S/O&M EXPENSES SUB-TOTAL								
Cost Allocation Percentages								
				14.30%	46.82%			38.88%
UPDATED BCRUA PHASE 1A PROJECT TOTAL COST								
Cost Allocation Percentages								
				14.59%	47.21%			37.83%
ORIGINAL BCRUA PHASE 1A PROJECT TOTAL COST								
TWOB Adjustment for Phase 2 Costs								
		\$ 171,535,451		\$ 24,877,537	\$ 81,031,380	\$	\$	\$ 65,687,430
		(525,000)		(74,445)	(248,115)			(202,440)
ADJUSTED ORIGINAL BCRUA PHASE 1A PROJECT COST								
Construction Cost Savings from Phase 1A								
		\$ 171,071,451		\$ 24,803,192	\$ 80,783,265	\$	\$	\$ 65,484,990
		\$ 30,289,958		\$ 3,729,704	\$ 14,325,947	\$	\$	\$ 12,233,735
Note: Upon completion of the Phase 1A, the BCRUA is obligated to deliver up to the following quantities of treated water to each City at the Points of Delivery:								
		Capacity (MGD)	% of Capacity					
Cedar Park	4.53	28.67						
Leander	7.94	48.67						
Round Rock	4.53	28.67						
Total	17.00	100						

EXHIBIT G

OPERATIONS AND MAINTENANCE EXPENSE ALLOCATION

Item	Non-Operating Expenses Column 1	Fixed Operating Expenses Column 2	Variable Operating Expenses Column 3
Insurance	100%		
Gen Manager & Board Admin Services	100%		
Capital Outlay	100%		
Office Equipment	100%		
Treatment System Buildings & Facility Maintenance	100%		
Raw Water System Buildings & Facility Maintenance	100%		
Plant Utility Services	100%		
TCEQ Administration Fee	100%		
Safety Equipment	100%		
Treated/Raw Transmission Lines & Delivery Points Maintenance & Repairs	100%		
Audit/Investment/Banking Fees	100%		
Legal Services	100%		
Computers/Radios Maintenance & Equipment	33%	67%	
SCADA Maintenance	33%	67%	
Communications/Phone services	33%	67%	
Intake Barge Repairs & Maintenance	33%	67%	
Accounting/Finance/Personnel Services	33%	67%	
Plant Superintendent & Chief Operator		100%	
Admin Assistant - Operations		100%	
Small Tools and Equipment		100%	
General/Office Supplies		100%	
Miscellaneous Expenses		100%	
Plant Operators		100%	
Maintenance Technician		100%	
Vehicles Repairs and Maintenance		100%	
Contract Services		100%	
Laboratory Supplies		100%	
Fuel and Oil		100%	
Janitorial		100%	
Treatment Plant Equipment Repairs, Maintenance & Supplies		100%	
Raw Water System Equipment Repairs, Maintenance & Supplies (excluding buildings and related facilities)		100%	
Training, Meetings and Travel		100%	
License and Memberships		100%	
Uniforms		100%	
Power-Pumping Treatment Plant			100%
Power-Pumping Raw Water			100%
Treatment Plant Chemicals			100%
Raw Water Treatment Chemicals			100%
Sludge Disposal			100%



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute the Amended Bylaws for the Brushy Creek Regional Utility Authority (BCRUA).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Public Works

Text of Legislative File 2025-118

The City of Round Rock is one of three owners of the Brushy Creek Regional Utility Authority (BCRUA). BCRUA recently elected to update the bylaws for the organization. The BCRUA Bylaws have not been reviewed and updated in several years and it made sense to update them at the same time as the master contract. The final Amended Bylaws are included in the agenda packet, and changes are summarized as follows:

- In Article I, a section was added for the “Primary Purpose” which basically describes the regional water treatment and distribution system. “Prohibitions” were also added to clarify that BCRUA is not an “affected Utility” under the Water Code and is not a “wholesale public water supplier” as defined by TAC Title 30.
- Article II was reorganized to improve ease of reading. Language was also added regarding what happens if a Director ceases to hold qualifications, resigns, or is removed, procedures for calling and conducting Board meetings.
- In Article III, confusing language was addressed regarding the Board Secretary and the “administrative secretary” who posts meeting agendas, calls role, takes minutes, etc. A “reset” for the term and rotation procedure for the Board officers was provided. Over the years, the terms of the directors appointed by the three City Councils have become very confusing. This new language makes it clear that all directors’ terms begin and

end at the same time, so there is no confusion.

- Perhaps the biggest change is that the Operation Committee be established in the Bylaws, instead of the Master Contract. The reasoning is since the OC functions as an important part of the “governance” of the BCRUA, the creation and responsibilities of the OC should likewise be in the Bylaws. The same OC provisions from the Master Contract were placed into the Bylaws except for one addition allowing the General Manager to seek OC input and recommendations regarding personnel matters.
- Article V is a new article that clarifies details of the appointment and responsibilities of the General Manager. Going forward, the General Manager would be appointed by and report to the Board. Annual performance evaluations would be reviewed and approved by the Board based on the current process of utilizing of Round Rock’s pay for performance system with review and recommendation by the OC to the Board, unless the Board desires to do it differently. This new Article also provides for the designation of a “General Counsel.” This was added because the bond and financial documents that the TWDB and Bond Counsel always provide that they need to be approved by the BCRUA’s “General Counsel.” It also comes up in many other situations. This designation will address this issue in the future when issues arise requiring an official Board General Counsel.
- Articles V and VI are proposed to be deleted as is it felt that Indemnification of Directors and Officers is not necessary. It is also thought that the BCRUA does not need a separate Code of Ethics, as these are covered by the respective city ordinances.
- In Article X, we are proposing a change to the language that requires approval by all three City Council of contracts and expenditures over \$500,000 even if they have already been approved in the Annual Budget. This seems no longer necessary. If previously approved of in the Annual Budget, no additional approval of the City Councils is required.

The Amended Bylaws were approved by the BCRUA board on April 24, 2025. The Bylaws must now be approved by the City Councils for all three partner cities.

Cost: NA

Source of Funds: Other

RESOLUTION NO. R-2025-118

WHEREAS, the City of Round Rock, Texas (the “City”) is one of three owners of the Brushy Creek Regional Utility Authority (“BCRUA”); and

WHEREAS, the City has previously approved the Bylaws of the BCRUA; and

WHEREAS, the amended Bylaws of the BCRUA have been presented for consideration to the City Council; and

WHEREAS, the City Council wishes to approve said amended Bylaws, 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 BCRUA Bylaws, 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 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT
“A”

BYLAWS

OF THE

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

April 23, 2025

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**BYLAWS
OF THE
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.**

**ARTICLE I
PURPOSES AND PROHIBITIONS**

Section 1.01 General Purpose

(a) The Brushy Creek Regional Utility Authority, Inc. (the “Corporation”) is formed pursuant to the provisions of Subchapter D, Chapter 431, Texas Transportation Code (the “Act”) as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the cities of Cedar Park, Leander, and Round Rock, (the “Cities”), to accomplish any governmental purpose of the Cities and to engage in activities in the furtherance of the purposes for its creation.

(b) Pursuant to the Act, the Corporation is created as a local governmental corporation and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

(c) The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions, now or hereafter, given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Non-Profit Corporation Act, Article 1396-1.01 et seq., Vernon’s Texas Civil Statutes.

(d) The Corporation shall have all other powers of a like, or different nature not prohibited by law which are available to non-profit corporations in Texas, and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

(e) The Corporation shall perform such other governmental functions and purposes of the Cities as may be determined from time to time by the Cities.

Section 1.02 Primary Purpose

The primary purpose of the Corporation to aid, assist, and act on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including, without limitation, the financing, construction, acquisition, maintenance, and operation of regional utility systems including raw water transmission, treatment and distribution, wastewater collection and treatment, and water reuse systems, (the “System”)

Section 1.03 Prohibitions

The Corporation shall not undertake any of the following actions:

- 1) contract for or own any interest in raw surface or underground water;
- 2) provide or convey potable or raw water service to any customer;
- 3) take any action that would result in it being an “affected utility” as defined by Texas Water Code, Sections 13.1394 and/or 13.1395; and
- 4) accept compensation for supplying water to another person or entity for resale to the public for human consumption, and/or operate as a Wholesale Public Water Supplier as defined by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.1.

ARTICLE II BOARD OF DIRECTORS AND MEETINGS

Section 2.01. Number of Directors

All powers of the Corporation shall be vested in the Board of Directors (the “Board”). The Board shall consist of six (6) persons. Each City shall be represented by two (2) Directors appointed by the respective City Council. The number of Directors may subsequently be either increased or decreased in accordance with the provisions of Article VI of the Articles of Incorporation of the Corporation.

Section 2.02. Classes and Qualifications of Directors

- (a) There shall be two classes of Directors. One class is designated as the “Council Director,” and the other class is designated as the “Citizen Director.”
- (b) The Council of each City shall appoint either its Mayor or a Council member to be that city’s Council Director.
- (c) In addition, the Council of each City shall appoint a Citizen Director who shall possess at least one of the following qualifications, (i) the Mayor, (ii) a Council member, (iii) an employee of the City, or (iv) a resident of the City.
- (d) In the event a City appoints two of its City Council members as Directors, such City Council shall designate which of its appointees is the Council Director and which is the Citizen Director.

Section 2.03 Term of Directors

- (a) Except as provided in (b) below, the term of each appointed Director shall be two (2) years. Upon the expiration of the term of office of a Director, the City Council shall appoint a Director as stated above.
- (b) The terms of the Directors who hold office on the date these Bylaws are amended shall expire on June 30, 2026.

Section 2.04 Failure to Maintain Qualifications of Directors

- (a) When any Council Director ceases to hold his/her elected position as the Mayor or Council member of a City, said Council Director shall be deemed to have resigned as Council Director and the City Council of said City shall appoint a qualified replacement Council Director to fill the unexpired term.
- (b) When any Citizen Director ceases to hold at least one of the qualifications of a Citizen Director, as set forth in Section 2.02(c) said Citizen Director shall be deemed to have resigned as Citizen Director and the City Council of said City shall appoint a qualified replacement Citizen Director to fill the unexpired term.

Section 2.05 Resignation or Removal

- (a) Any Director may be removed at will by a majority vote of the City Council that made such appointment, and such City Council shall appoint a new qualified Director to complete the unexpired term.
- (b) In the event that a Director resigns, then such Director shall be considered removed from the Board and the appropriate City Council shall appoint new qualified Director to complete the unexpired term.

Section 2.06 Meetings of Directors

The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board may from time to time determine.

The Board shall meet in accordance with and file notices of each meeting of the Board as is required by Chapter 551, Government Code (the "Open Meetings Act").

The Corporation, and the Board, are subject to Chapter 552, Government Code, and (the "Public Information Act").

Section 2.07 Regular Meetings

Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by a resolution of the Board or as called by the General Manager.

Section 2.08 Special and Emergency Meetings

Special and emergency meetings of the Board shall be held whenever called by the President of the Board, by a majority of the Council Directors, or by the General Manager.

The General Manager shall give notice to all Directors of each special meeting at least seventy-two (72) hours before the meeting.

Section 2.09 Quorum

Four Directors, being a majority of the Board, shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation.

Section 2.10 Voting

Each City, acting through its Council Director, shall be entitled to one vote on each matter to come before the Board. In the absence of the Council Director at a meeting, the Citizen Director, if present, shall be entitled to vote and the vote of the Citizen Director of such City shall constitute the vote of the City. Except as provided below, the affirmative votes of at least two Cities present and voting at a meeting shall constitute a binding act of the Board.

The affirmative votes of all three Cities shall be required to approve the following matters:

- 1) The amendment of the Articles of Incorporation;
- 2) The amendment of these Bylaws; and
- 3) The addition of new members to the Corporation.

Section 2.11 Conduct of Business

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in such order as the President, or a majority of the voting Directors may determine.
- (b) At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice-President shall preside. In the absence of the President and the Vice-President, the Secretary shall preside.
- (c) An employee of one of the Cities shall act as the administrative secretary of all meetings of the Board, but in the absence of such employee, the General Manager may appoint any person to act as secretary of the meeting.

Section 2.12 Compensation of Directors; Reimbursement for Expenses

Directors shall not receive any salary or compensation for their services as Directors. Directors shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors.

ARTICLE III OFFICERS

Section 3.01 Titles and Term of Office

The officers of the Corporation shall be a President, a Vice-President, and a Secretary. The President shall also serve as Chairperson of the Board and the Vice-President shall serve as Vice-Chairperson of the Board. The Secretary shall attest to the President's or Vice-President's signature on all official documents of the Corporation. The term of the officers in place on the date of the adoption of these amended Bylaws shall expire on July 1, 2025. Thereafter, the term of office for each officer shall be one (1) year.

Section 3.02 Selection of Officers

Only the three Council Directors are eligible to serve as officers. It is the intent of the Cities that the officer duties be shared equally among the three Cities. Accordingly, the officers of the Board will rotate among the three Cities every year as set forth below:

<u>Year One</u>	<u>(July 1, 2024-June 30, 2025)</u>
President	Leander's Council Director
Vice-President	Cedar Park's Council Director
Secretary	Round Rock's Council Director

<u>Year Two</u>	<u>(July 1, 2025-June 30, 2026)</u>
President	Cedar Park's Council Director
Vice-President	Round Rock's Council Director
Secretary	Leander's Council Director

<u>Year Three</u>	<u>(July 1, 2026-June 30, 2027)</u>
President	Round Rock's Council Director
Vice-President	Leander's Council Director
Secretary	Cedar Park's Council Director

Thereafter, the officers shall continue to rotate among the three Cities on the same three-year cycle as set forth above.

Section 3.03 Powers and Duties of the President

The President shall be a Council Director of the Board and shall preside at all meetings of the Board. When authorized by the Board, the President shall sign and execute all resolutions, bonds, notes, deeds, conveyances, franchises, assignments, mortgages, contracts, and other documents in the name of the Corporation. The President shall have such other duties as are assigned by the Board. The President may call special and emergency meetings of the Board.

Section 3.04 Powers and Duties of the Vice-President

The Vice-President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of

his or her office. Any action taken by the Vice-President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. The Vice-President shall have such other powers and duties as may be assigned to him or her by the Board.

Section 3.05 Secretary

The Secretary shall, subject to the limitations contained in the Articles of Incorporation, sign with the President in the name of the Corporation and/or attest the signatures thereof, all resolutions, contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; and, he or she shall, in general, perform all duties incident to the office of Secretary subject to the control of the Board. The Board shall have the discretion to delegate some or all of the Secretary's duties to one or more staff members of the Corporation or of the three Cities.

Section 3.06 Compensation

Officers are not entitled to compensation except as otherwise provided in Section 2.12 of these Bylaws.

ARTICLE IV OPERATIONS COMMITTEE

Section 4.01 Composition of Operations Committee

To assist the General Manager and the Board, there is hereby created an Operations Committee to be composed of the following:

- (a) Two representatives appointed by Cedar Park;
- (b) Two representatives appointed by Leander; and
- (c) Two representatives appointed by Round Rock.

Each City shall have one vote for decision-making purposes on the Operations Committee.

The City Manager of each City shall appoint two appropriate City staff members as the City's representatives to the Operations Committee and

shall notify the Board and the other Cities of such appointments. Each representative shall serve at the will of the City Manager who appointed such representative. Upon the death, resignation or revocation of the power of a City's representative, the City Manager of such City shall promptly appoint a new representative to the Operations Committee.

Section 4.02 Responsibility of Operations Committee

The Operations Committee shall represent the individual and collective interests of the Cities and shall consult with and advise the Board and the General Manager with regard to the following matters pertaining to the System:

- (a) The operation and maintenance of the System operated by the Corporation;
- (b) Review of the Annual Budget, prior to submission to the Board;
- (c) Review of the annual reports of the System;
- (d) Review proposals for the improvements to and expansions of the System;
- (e) Review and make suggestions regarding proposals submitted to the Board for engineering services related to the System;
- (f) Review bids or proposals received for construction of System components, and make recommendations for contract award;
- (g) Review invoices received for the construction of System components, and make recommendations for the allocation and payment of such invoices;
- (h) Make recommendations for professional services consultants, including, but not limited to, engineering and financial services;
- (i) Review and make recommendations regarding BCRUA personnel matters, such as recruitment, selection, compensation, training and disciplinary matters, as requested by the General Manager;
- (j) Review changes to the Engineering Reports;
- (k) Review cash flow projections and provide input as to the assumptions contained therein; and

- (l) Any other pertinent matters relating to the management and operation of the System.

Section 4.03 Operations Committee Recommendations

The Board shall not take any action with respect to any of the foregoing matters without a recommendation from the Operations Committee. The Operations Committee shall meet at regular intervals to review the progress of construction of the System and the ongoing operation of the System. The Operations Committee shall have access to and may inspect at any reasonable time all physical elements of the System and all records and accounts of BCRUA pertaining to the System. The Operations Committee shall be diligent, prompt, and timely in reviewing and commenting on matters submitted to it.

ARTICLE V GENERAL MANAGER AND GENERAL COUNSEL

Section 5.01 General Manager

The Board shall appoint the General Manager. The method of selection shall be left to the discretion of the Board so long as the method ensures orderly action toward securing a competent and qualified person to fill the position. The General Manager shall be chosen solely upon the basis of such person's executive and administrative training, experience and ability.

Section 5.02 Compensation

The General Manager shall receive compensation as may be fixed by the Board according to his or her experience, education, and training. The compensation shall be agreed upon before appointment with the understanding that the Board may periodically review and modify the compensation at its discretion.

Section 5.03 Term and Removal

The General Manager shall not be appointed for a definitive term but may be removed at the discretion of the Board. The action of the Board in suspending or removing the General Manager shall be final.

Section 5.04 Powers and Duties

The General Manager shall be the Chief Administrative Officer of the Corporation, and shall be responsible to the Board for the proper administration of all the affairs of the Corporation and to that end shall have the power and shall be required to:

- (a) appoint, suspend or remove all or any one of the employees of the Corporation;
- (b) attend all meetings of the Board, and shall have the right to take part in the discussions;
- (c) prepare the Annual Budget and submit it to the Board and be responsible for its administration after its adoption;
- (d) prepare and submit to the Board at the end of the fiscal year a complete report on the finances of the Corporation for the preceding year;
- (e) keep the Board advised of the financial condition and future needs of the Corporation and make such recommendations as may seem advisable;
- (f) perform such other duties as may be prescribed by these Bylaws, or required by the Board, as consistent with these Bylaws.

Section 5.05 General Counsel

The Board shall designate a competent and duly licensed attorney practicing law in the state of Texas, who shall be the General Counsel. The General Counsel may be an attorney that represents one of the Cities. The General Counsel shall hold office at the pleasure of the

Board. The General Counsel shall be the legal advisor of, and attorney and counsel for the Board and the General Manager.

The Board may designate one or more Assistant General Counsels.

ARTICLE VI FISCAL YEAR AND BUDGETS

Section 6.01 Fiscal Year

The fiscal year of the Corporation shall commence on October 1st of each year and end on September 30th of the following year.

Section 6.02 Annual Budget

At least sixty (60) days prior to October 1st of each year, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year, such budget referred to herein as the “BCRUA Annual Budget.” The BCRUA Annual Budget shall include an Operating Expense Budget, a Capital Improvements Budget, and a Debt Service Budget. The Annual Budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Councils. The BCRUA Annual Budget proposed for adoption shall include the projected expenses, and such other budgetary information as shall be required by the City Councils for their approval and adoption. The BCRUA Annual Budget shall be considered adopted upon formal approval of all three City Councils. Should any of the City Councils take no final action on or before October 1st, the proposed BCRUA Annual Operating Budget shall be deemed to have been finally adopted by such City Council.

ARTICLE VII AMENDMENTS

Section 7.01 Amendments

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of all the Council Directors (or in the absence of a Council Director, the vote of the Citizen Director) at any annual or regular meeting, or at any special meeting if notice of the proposed

amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by all three City Councils to be effective.

ARTICLE VIII CONSENT OF CITY COUNCILS

Section 8.01 Council Consent

To the extent that these Bylaws refer to approval by the Cities or refer to advice and consent by the Cities, such approval or advice and consent shall be evidenced by a certified copy of a resolution or other official action duly adopted by each of the City Councils. There shall be no implied consent, obligation or liability to the Cities by any action of the Corporation.

ARTICLE IX DISTRIBUTION OF NET INCOME

Section 9.01 Distribution of Net Income

Unless otherwise determined by the City Councils in accordance with the provisions of Section 431.107 of the Transportation Code, any income earned by the Corporation after payment of reasonable expenses, debt, and the establishment of a reserve sufficient to cover estimated expenditures for future activities, shall either be retained by the Corporation or distributed to the Cities in an equitable manner to be determined by the three City Councils taking into consideration the relative use of the Facilities and the initial capital investments of the respective Cities. In the event that the Facilities cease to operate, the three City Councils may either direct that (a) the Corporation retain such income, but only in such a manner so as to ensure compliance with all then applicable federal tax law relating to the Corporation and its non-profit status, or (b) the Cities receive any such income earned by the Corporation in an equitable manner determined by the three City Councils as set forth above.

ARTICLE X AUTHORITY TO CONTRACT

Section 10.01 Authority to Contract

- (a) Except as provided below, the Board may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy making functions in discharging the duties herein set forth. The Board may contract with one or more of the Cities to utilize the services of staff and employees of the respective Cities.
- (b) All contracts or expenditures that provide for the expenditure of \$500,000, or more, must be approved by all three (3) City Councils, unless such contracts or expenditures are included in the BCRUA Annual Budget, or otherwise have been previously approved by all three (3) City Councils.
- (c) The Board may by resolution give the General Manager general authority to execute contracts, change orders, quantity adjustments and/or to otherwise authorize the expenditure of funds, so long as such authority is otherwise in compliance with the terms and provisions of the Articles of Incorporation, these Bylaws and state law. In addition to the foregoing, the General Manager shall have the authority to execute on behalf of the Corporation standard form documents, including but not limited to deeds, releases of liens, rental agreements, easements, right-of-way agreements, and similar documents under the following conditions:
 - (1) The execution of the document is necessary to carry out a project, program or policy that has been approved by the Board and/or the Cities;

(2) All blanks are filled in correctly and such document is consistent with the objectives approved by the Board and/or the Cities; and

(3) The form of such document shall be approved by the Board's General Counsel or one or more of the attorneys for the Cities.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Seal

The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 11.02 Notice and Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 11.03 Resignations

Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 11.04 Gender

References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

Section 11.05 Appropriations and Grants

The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, or from any other source.

Section 11.06 Ethics

The Directors shall comply with Chapter 171, of the Texas Local Government Code related to conflicts of interest. The Directors shall also comply with any ethics ordinances adopted by the city councils that appointed them to the Board of Directors.

Approved and adopted by a unanimous vote of the Brushy Creek Regional Utility Authority Board of Directors this 23rd day of April, 2025.


Na'Cole Thompson, President

Attest: 
Rene Flores, Board Secretary

Approved by the Cedar Park City Council to be effective the 23rd day of April, 2025.

Jim Penniman-Morin, Mayor

Attest: _____
LeAnn Quinn, City Secretary

Approved by the Leander City Council to be effective the 23rd day of April, 2025.

Christine DeLisle, Mayor

Attest: _____
Dara Crabtree, City Secretary

Approved by the Round Rock City Council to be effective the 23rd day of April, 2025.

Craig Morgan, Mayor

Attest:

Ann Franklin, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution approving the action of the Brushy Creek Regional Utility Authority (BCRUA) in authorizing the execution of Supplemental Contract No. 4 with Walker Partners for the BCRUA Planning Level Evaluation - Phase 2A Water Treatment Plant Expansion Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$3,812,653.85

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Map, 1295

Department: Public Works

Text of Legislative File 2025-119

This agenda item is Supplemental Agreement No. 4 to the Brushy Creek Regional Utility Authority (BCRUA) Phase 2A Water Treatment Plant (WTP) Expansion project. The Phase 2A WTP engineering services contract was approved by the BCRUA board in September of 2023. The current WTP capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion, thereby increasing treatment capacity to approximately 42 MGD. This Project will further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%).

The purpose of this Supplemental Agreement No. 4 is to provide bid phase services and construction phase services for the Phase 2A WTP Expansion Project. Bidding documents are currently under regulatory review, and it is anticipated that the bid and award process will occur from May 2025 to August 2025. Construction should begin in September of 2025 and be completed in Spring of 2028.

The total amount payable under this supplemental contract is \$8,009,777. Based on capacity, the allocation of cost is 52.4% for Leander (\$4,197,123.15) and 47.6% for Round Rock (\$3,812,653.85). Total compensation for the Project will be adjusted to \$11,586,365. This contract exceeds the BCRUA Board maximum limit of \$500,000 and will therefore require separate consideration and approval by all three member City Councils, before final authorization to proceed can be issued.

Cost: \$3,812,653.85

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2025-119

WHEREAS, the City of Round Rock, Texas (the “City”) is one of three owners of the Brushy Creek Regional Utility Authority (“BCRUA”); and

WHEREAS, the BCRUA retained engineering services with Walker Partners for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project; and

WHEREAS, Walker Partners has submitted Supplemental Contract No. 4 to the Contract to modify the provisions for the scope of services and to increase the compensation by \$8,009,777.00; and

WHEREAS, the City wishes to approve and authorize the BCRUA to enter said supplemental contract with Walker Partners, Now Therefore

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

That the City Council hereby approves and authorizes the Brushy Creek Regional Utility Authority to enter Supplemental Contract No. 4 with Walker Partners for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project, a copy of said contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of May, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

0112.20225; 4914-2687-8267

EXHIBIT

"A"



SUPPLEMENTAL CONTRACT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called "BCRUA" and Walker Partners, hereinafter called the "Engineer."

WHEREAS, the BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 27th day of September, 2023 for the Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project in the amount of \$198,895.00; and

WHEREAS, the BCRUA and Engineer executed Supplemental Contract No. 1 on March 27, 2024 to amend the scope of services and to increase the compensation by \$3,124,207.00 to a total of \$3,323,102.00; and

WHEREAS, the BCRUA and Engineer executed Supplemental Contract No. 2 on October 23, 2024 to amend the scope of services and to increase the compensation by \$238,042.00 to a total of \$3,561,144.00; and

WHEREAS, the BCRUA and Engineer executed Supplemental Contract No. 3 on February 14, 2025 to amend the scope of services and to increase the compensation by \$15,444.00 to a total of \$3,576,588.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$8,009,777.00 to a total of \$11,586,365.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

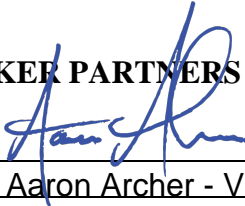
Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$8,009,777.00 the lump sum amount payable under the Contract for a total of \$11,586,365.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

WALKER PARTNERS

By: 

Aaron Archer - Vice President

04/17/25
Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Na'cole Thompson, BCRUA President

Date

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

GENERAL

The purposes of Supplemental Amendment No. 4 are to provide SCADA system standardization, bid phase services, and construction phase services for the Phase 2A Water Treatment Plant (WTP) Expansion Project. The Project increases the treatment capacity of the Owner WTP from approximately 42 million gallons per day (MGD) to approximately 64 MGD.

Upon Notice to Proceed, the Engineer shall develop SCADA HMI and PLC standards that will be used by the Phase 2 Raw Water Delivery System and Phase 2A WTP Expansion contractors, as well as future capital improvement projects, to standardize a consistent look, operation, and functionality of the SCADA system for all BCRUA infrastructure. The SCADA standardization will include the development of standard code blocks and objects, tagging guidelines, startup requirements and procedures for working on the BCRUA SCADA system.

Bid Phase Services will begin upon completion of the design services and the first advertisement for bid of the project and will be considered completed upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase Services shall commence with issuance of Notice-to-Proceed to the selected Contractor and will terminate upon completion of final project close-out with Texas Water Development Board (TWDB). Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original date for final completion of the Work as set forth in the construction Contract.

Engineer shall furnish two full-time (45 hours per week) Resident Project Representatives (RPRs) and a part-time RPR during commissioning and startup activities. RPRs shall assist in observing progress and quality of the Work, including field checks of materials and installed equipment and providing oversight for Construction Phase Services to provide further protection for Owner against defects and deficiencies in the Work. RPR is an authorized representative of the Engineer and will act as directed by and under the supervision of the Engineer. As used herein, the term Engineer includes the RPR and any assistants or field staff.

Engineer (including RPR) shall not supervise, direct, or have control over the Work or have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the work sites, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Contract Documents.

Owner shall provide an office at the WTP for daily use by RPR. RPR shall provide full-time day-shift visual observation of materials, equipment, and construction work to ascertain that the work is

performed in substantial conformance with the contract documents and the design intent. Overtime work (i.e., work at times other than during regular working hours stipulated in Section 00700, General Conditions) shall be provided as an additional service. Should Contractor choose to work at times other than during regular working hours stipulated in the General Conditions, Contractor shall bear the cost of all additional overtime work performed by the Engineer as detailed in the specifications.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management

- 1.1 Construction Management Plan (CMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, standard operating procedures, protocols and forms, and cost and schedule control.
- 1.2 Project Administration.
 - 1.2.1 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings in person or by teleconference.
 - 1.2.2 Prepare monthly invoices and project progress reports.
 - 1.2.3 Implement an electronic files management system using FNI Manager and Microsoft Office 365 Sharepoint platforms for document control and document sharing. Host and maintain the sites and provide access and training to others as required.
- 1.3 Attend monthly BCRUA Board meetings and provide status update on project schedule and financial status.

Task 2.0 - Bidding Phase. Assist Owner in advertising, obtaining, and evaluating proposals for the Work. Prequalifying prime contractors and subcontractors is not included in this effort.

- 2.1 Assist Owner in advertising for and obtaining proposals for the Work and, where applicable, maintain a record of prospective proposers to whom Bidding Documents have been issued, conduct one pre-Proposal conference, and attend one site visit. Owner shall pay for advertisement of the Work and make the Contract Documents available on CIVCAST.
- 2.2 Respond to Proposer questions. Issue Addenda as appropriate to clarify, correct, or modify the Bidding Documents.
- 2.3 Evaluate and determine the acceptability of "or equals" and substitution of materials and equipment proposed by prospective proposers, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of the Contract for the Work.
- 2.4 Attend the Proposal opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals. Review the information in the proposals and advise Owner regarding the interpretation of the information provided as it relates to the selection criteria. Provide reference checks on key personnel from the information provided in the proposal and

- review the qualifications of key personnel offered. Report findings of the review of proposals and investigations to the Owner's selection committee. Facilitate scoring of proposals by the selection committee and assist in determining which proposal appears to provide the best value to the Owner based on proposals received.
- 2.5 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications. Assist Owner in assembling the final Contract for the Work for execution by Owner and successful Proposer. Prepare stamped Engineer's recommendation of award letter and bid tabulation analysis. Furnish up to ten printed copies of the conformed bidding documents, four of which shall be provided to the Contractor.
 - 2.6 Attend Owner Board and individual City council meetings to present a recommendation of award of the construction contract.
 - 2.7 Submit advertisement, all addenda, bid tabulation, Engineer's recommendation of award letter and associated proposal to Texas Water Development Board (TWDB) to allow for contingent award of Contract.
 - 2.8 Consult with Owner to review contractor's certificates of insurance and other required pre-NTP submittals for conformance with the requirements of the contract documents. Submit executed contract documents and contractor's certificates of insurance to TWDB to receive authorization to issue Notice-to-Proceed to the successful Proposer.
 - 2.9 Assist Owner in selection of an independent testing laboratory to perform required construction materials testing services.

Task 3.0 - Construction Administration and Observation

- 3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions, except as otherwise provided in writing.
- 3.2 *Pre-Construction Conferences.* Facilitate a Pre-Construction Conference prior to commencement of Work at the Site. It is anticipated that up to five additional pre-construction conferences will be required for specific work items as required by the Technical Specifications.
- 3.3 *Schedules.* Receive, review, and determine the acceptability of all schedules that Contractor is required to submit to Engineer, including the Progress Schedules, Schedules of Submittals, and Schedules of Values.
- 3.4 *Survey.* As appropriate, establish baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractors to proceed.
- 3.5 *Daily Field Reports.* Summarize daily construction activities in a daily field report and submit to Owner. Daily field reports shall allow for the complete description and documentation of

the weather conditions, work force, activities, production, safety observations, quality control activities, work in progress and accomplished, materials testing performed, and the identification and monitoring of any deviations. The daily reports shall assist Owner and Engineer with troubleshooting problems and serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation shall also be kept and made available as part of the Project documentation.

- 3.6 *Observation of Construction.* Observe, as an experienced and qualified professional, the progress and quality of Contractor's executed Work. Construction observation is not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The purpose of Engineer's visits and observations are to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as indicated in the Contract Documents.

3.6.1 Service of a specialty code compliance inspection firm will be utilized to inspect the Contractor's work for compliance with applicable building and fire codes for the Project.

- 3.7 *Project Meetings.* Attend and maintain active involvement in project related meetings excluding Contractor safety meetings. Types of meetings include construction progress, on-site troubleshooting, resolution, contractor weekly coordination, special review, public involvement, close-out meetings. It is anticipated that there will be bi-monthly progress meetings. Prepare meeting minutes and retain the minutes as part of the Project documentation.

- 3.8 *Construction Deviations, Deficiencies, and Non-Conforming Work.*

3.8.1 Identify and record any observed construction deviations and deficiencies including any Work that is not defective under the terms and standards set forth in the Contract Document but is nonetheless not compatible with the design concept of the completed Project as a functioning whole. Notify Owner and Engineer, monitor the issue, and provide documentation until it is addressed and/or resolved. Provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Contract Documents. Record noted deficiency and actions taken in daily field reports. Any stop-work orders or other penalties related to the noted deficiency may be initiated by Owner or Engineer.

- 3.8.2 Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 3.9 *Design Conflicts.* Summarize and present any design conflicts determined by Contractor or RPR for Owner review and action. Assist Owner by providing an opinion of appropriate action and prepare the necessary documents to initiate action and record the changes.
- 3.10 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer will respond to appropriate Requests for Information (RFIs) from the Contractor. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents that do not result in modifications to Contract Time or Price. Engineer shall issue up to 370 clarifications and interpretations in the form of RFI responses and Field Orders.
- 3.11 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required (total of 35).
- 3.12 *Shop Drawings, Submittals and Samples.* Review and accept or take other appropriate action in respect to Shop Drawings, Submittals and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and acceptance or other action will not relieve the Contractor of sole responsibility for means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Engineer shall review up to 630 Shop Drawings and Samples, which assumes a 75% re-submittal rate.
- 3.13 *Substitutes and "or equal".* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor (total of 35).
- 3.14 *Inspections and Tests.* Require such special inspections, construction materials testing, field testing, or witnessed factory acceptance testing of Contractor's work as deemed reasonably necessary. Owner shall contract with the materials testing firm directly.

- 3.14.1 Assist in scheduling of construction materials testing with the approved independent testing laboratory on behalf of Owner or the Contractor as required in the contract documents. Observe testing and review testing results. Notify all parties immediately of test results that do not meet the minimum requirements of the contract specifications. A copy of the test results shall be retained as part of the Project documentation.
- 3.14.2 Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 3.14.3 Assist with certification of pay requests by the Owner contracted materials testing firm.
- 3.14.4 Witness factory acceptance testing (FAT) of instrumentation and control system components prior to installation on the job site.
- 3.14.5 Witness factory testing of the finished water booster pump.
- 3.15 *Project Documentation and Records.* As described herein, copies of all relevant Project documentation shall be compiled and retained in an orderly fashion. Types of documentation anticipated include, but are not limited to, construction contract, daily field reports, photographs, submittals, RFIs, change orders, notifications and other project correspondence. Make Project records available to Owner upon request for Owner's review, audit and/or examination at Owner's cost and expense.
- 3.16 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing recommend to Owner either to deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith and while applying sound engineering practices in such capacity.
- 3.17 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 3.17.1 Determine the amounts that Engineer recommends Contractor be paid. Coordinate with Contractor for correction of any erroneous pay items before the pay application is approved and submitted to Owner. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such

Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- 3.17.2 By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 3.17.3 Engineer shall review and recommend payments for up to 48 Contractor applications for payment which assumes a 40% resubmittal rate.
- 3.18 *Certificates, Operation and Maintenance Manuals.* Verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Engineer shall receive, review, approve and transmit up to 80 operation and maintenance (O&M) manuals , which assumes a 50% re-submittal rate.
- 3.19 *Welding and Coating.*
- 3.19.1 QC Welding and Coatings Submittal Review. Provide oversight by an Engineering Technician, AWS QC1 Certified Welding Inspector, NDE Level III Certified individual to review submittals. Review of welding and procedures is to be in accordance with ASME BPVC Section IX and AWS D1.1/D1.1M as applicable. Review Welding

Qualification Record of welders (WQR), Welding Procedure Qualifications Records (WPQR), Welding Procedure Specification (WPS), and coatings submittals.

- 3.19.2 Conduct on-site visits to provide quality assurance surveillance and observe the progress and quality of the executed work in accordance with the applicable welding code of AWS D1.1 and ASME Section IX to protect the Owner from defect and deficiencies in the Work. The Contractor is responsible for the actual supervision of construction operations and for safety measures.
- 3.19.3 Provide oversight by an Engineering Technician, AWS Certified Welding Inspector and NACE Certified Coating Inspector for the field welding of steel water transmission line improvements. The objective of this project is to provide quality assurance surveillance of pipe joint fit-up and welding during the welding of the steel pipe. Visual observation visits will be strategic and as the construction schedule requires. A final technical report with documentation of the submittal reviews, observation results and photographs of the construction progress will be provided at the end of the project.
- 3.19.4 Welding, Fabrication, and Erection Inspections. Provide the following services during welding and coating. The Contractor shall provide safe access to all areas for observations during construction. OSHA approved access will be necessary for the complete access of the pipeline.
 - 3.19.4.1 Verify proper welding electrodes and electrode storage are used.
 - 3.19.4.2 Perform visual testing to verify compliance with contract specifications.
 - 3.19.4.3 Pre-surface preparation inspection.
 - 3.19.4.4 Measurement of ambient conditions.
 - 3.19.4.5 Evaluation of compressor and surface preparation equipment.
 - 3.19.4.6 Determination of surface preparation cleanliness and profile.
 - 3.19.4.7 Inspection of application equipment.
 - 3.19.4.8 Witnessing coating mixing.
 - 3.19.4.9 Inspecting coating application.
 - 3.19.4.10 Determination of dry film thickness.
 - 3.19.4.11 Evaluating cleanliness between coats.
 - 3.19.4.12 Evaluate cure.
- 3.20 *Commissioning and Startup (C&SU).*
 - 3.20.1 Pre-Commissioning
 - 3.20.1.1 Submittal Reviews. Review Contractor-provided, approved submittals and Operations and Maintenance (O&M) manuals for the purpose of developing the Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs).
 - 3.20.1.2 Modify/Update C&SU Plan and Schedule. Modify the overall commissioning and startup plan and schedule to account for scopes of work developed/modified via addenda. The Commissioning and Startup

Plan and Schedule will be the guiding document, intended to be utilized by the project team, to understand the recommended approach to transitioning the project from construction to operations with a fully trained operations and maintenance staff.

- 3.20.1.3 Review Technical Specifications, Submittals, and O&Ms. Commissioning and Startup Team will review specifications, submittals, and O&Ms for the FAPTP Development.
- 3.20.1.4 Develop Verification Checklists and Functional and Performance Test Packages. Develop Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs) for each of the unit process systems identified in the C&SU Plan. The VCs and FAPTPs shall encompass all required testing for each identified system and include step-by-step procedures and placeholders for data collection and signoff, such that the Contractor may utilize the documents to complete testing activities and document the results. The completed VCs and FAPTPs will be used to demonstrate compliance with the Contract requirements as they pertain to equipment testing and startup, document each system's readiness to be placed in service, and provide baseline operations data for major equipment. Equipment submittals, preliminary and final O&M manuals, vendor startup checklists, and other relevant submittals will be reviewed as needed to facilitate the development of the VCs and FAPTPs.

3.20.2 Commissioning Oversight and Coordination

- 3.20.2.1 Commissioning Oversight. Oversee, and witness field activities related to commissioning and startup to ensure equipment, instrumentation, and components are tested per the Contract requirements, including witnessing the SCADA Contractor's Software Acceptance Test (SAT), overseeing the implementation of each VC and FAPTP, and overseeing startup and the Functional Demonstration Test (FDT).
- 3.20.2.2 Coordination for Vendor Provided Training. Create and maintain a log for tracking vendor provided training.
- 3.20.2.3 Develop and Update Issues Log. Create and manage a Field Action Items Log Issues which will serve as the tool identifying items found during testing that need resolution.
- 3.20.2.4 Functional Demonstration Test – Provide commissioning and startup support for the functional demonstration test.

- 3.21 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, Engineer and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and

Contractor. Engineer shall attach to the certificate a punch list of items to be completed or corrected by the Contractor before final payment.

- 3.22 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- 3.23 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- 3.24 *Record Drawings.* Review and compile as-recorded drawings as received from Contractor and produce as-recorded drawings for the Owner. Upon receipt of as-built or record documents from Contractor, which have been determined by Engineer to be comprehensive and generally accurate, Engineer shall produce as-recorded drawings for the Owner's use within sixty (60) days. Engineer cannot and does not warrant the accuracy of as-built or record information provided by Contractor.
- 3.25 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 3.26 *Project Close-Out.* Verify weekly that the Contractors are preparing and maintaining record documents in accordance with the Contract. Participate in site visits regarding Substantial Completion. Support Owner and Engineer in compiling a work list of known punch-list items. Observe whether items on the punch list have been completed or corrected and coordinate and attend a punch list walk-through. Assist Owner in compiling and confirming that all required project close-out documentation has been received and make recommendations concerning acceptance.
- 3.27 *TWDB Project Close-out Procedures.* Coordinate with TWDB to conduct a final inspection of the Project and submit close-out documents including a final change order, if any, final pay application, affidavit from Contractor that all bills have been paid, certificate from Engineer that work is completed in accordance with the Contract Documents, written resolution of acceptance of the Project by Owner, notification of the beginning date for the warranty period, and confirmation that record drawings have been received from the Contractor.
- 3.28 *Texas Commission on Environmental Quality (TCEQ).* Submit notification of project completion attesting to the fact that the Work has been completed in accordance with the plans on file with TCEQ.

- 3.29 *City of Cedar Park Close-out Procedures.* Coordinate engineer's concurrence letter and record drawings with City of Cedar Park Engineering Department for Certificate of Occupancy and project site improvements acceptance.

Task 4.0 - SCADA and PLC Standards Development

- 4.1 *Data Acquisition* – Engineer will perform a site visit to collect PLC programming and backup of Ignition HMI.
- 4.2 *Program Organization SCADA and PLC Standards Demonstration* -
- 4.2.1 Engineer will conduct an onsite meeting with the Phase 2A SCADA integrator/contractor to review standards and User Defined Data Types (UDT).

Task 5.0 - Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the Owner:

- 5.1 Preparing to serve or serving as a consultant or witness for Owner in any litigation or arbitration.
- 5.2 Services required due to delays or other causes beyond Engineer's control.
- 5.3 Work required for providing OSHA approved and safe access to areas of the Project for welding and coating inspections. It is assumed that the Contractor will provide safe access to all areas of the Project for observations and inspections.
- 5.4 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 5.5 Providing assistance in responding to the presence of any endangered species encountered at the Site.
- 5.6 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.
- 5.7 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- 5.8 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 5.9 Providing follow-up construction management services during Contractor's warranty period.
- 5.10 Working with Contractor's surety in the event of Contractor default or termination for cause.
- 5.11 Providing IBC special inspections.
- 5.12 Providing construction surveys and staking to enable Contractor to perform its work.
- 5.13 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

Bid Phase will terminate upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. It is expected that the Bid Phase will be four months. Construction Phase will commence with issuance of NTP for the selected contractor and will terminate upon completion of final project close-out with TWDB. It is expected that the Construction Phase will be 36 months.

Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original dates for final completion of the Work, as set forth in the Construction Contracts, or if required due to Contractor delay beyond Substantial or Final Completion.

ADDENDUM TO EXHIBIT D
FEE SCHEDULE

Total compensation for Basic Services set forth in Addendum to Exhibit B under Supplemental Amendment No. 4 is estimated to be \$8,009,777. Total compensation for the Project shall be adjusted to \$11,586,365.

Owner shall pay Engineer for Basic Services set forth in Supplemental Amendment No. 4 on the basis of Standard Hourly Rates as described in Paragraph 1.0. Engineer's labor and fee summaries are attached as Appendix 1.

1.0 Owner shall pay Engineer for Basic Services set forth in Addendum to Exhibit B as follows:

- A. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
- B. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
- C. Engineer's Standard Hourly Rates are attached to this Exhibit D as Appendix 2. The rate schedule is subject to annual review and adjustments.
- D. The total compensation for services under Paragraph 1.0 is estimated to be \$8,684,710.
- E. Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner. If it becomes apparent to Engineer that the compensation amount for Engineer's services will be exceeded, Engineer shall give Owner written notice thereof for review of the matter.
- F. The amounts billed for Engineer's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
- G. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer multiplied by a factor of 5%.
- H. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 5%.

Brushy Creek Regional Utility Authority
Phase 2A WTP Expansion - Bid and Construction Phase Services
Summary Fee Schedule

Appendix 1 to Exhibit D

Description	Total Fee
Engineering Team Services¹	\$5,805,057
RPR Services²	\$2,204,720
<i>Year 2025</i>	\$233,820
<i>Year 2026</i>	\$721,153
<i>Year 2027</i>	\$741,466
<i>Year 2028</i>	\$508,281
Grand Total	\$8,009,777

¹ Reference Engineering Team Detailed Cost Breakdown

² Reference RPR Detailed Cost Breakdown

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A WTP Expansion - Bid and Construction Phase Services 4/17/2025 Detailed Cost Breakdown - Engineering Services														Project Fee Summary				
														Bid and Construction Phase Services		\$5,805,057		
Basic Services																		
	Employee	Archer	Bybel	Noack	Christensen	Niermann	Yen	Gieseke	Campbell	Smith		Montemayor	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
Task	Position	Principal	Project Manager	QA/QC	Senior Engineer	Civil Engineer	Process Engineer	CAD Technician	Admin	RPLS	2 Man Survey Crew	Survey Technician						
1.0	Project Management																	
1.1	Construction Management Plan		2	1			12						15	\$ 2,860	\$ -	\$ -	\$ 2,860	
1.2	Project Administration	60	480	8	320	40	480	8	40				1,436	\$ 365,453	\$ 1,864	\$ 227,574	\$ 594,890	
1.3	BCRUA Board Meetings	48	24										72	\$ 24,858	\$ 3,927	\$ -	\$ 28,785	
2.0	Bidding Services																	
2.1	Advertisement, Pre-Proposal, Site Visit		8		4		16		2				30	\$ 6,370	\$ 252	\$ 9,909	\$ 16,531	
2.2	Respond to Proposer Questions, Addenda	2	16	4	24	4	40	40	16				146	\$ 30,120	\$ 53	\$ 25,963	\$ 56,136	
2.3	Substitutions Evaluation		4		8		24						36	\$ 7,500	\$ -	\$ 10,664	\$ 18,164	
2.4	Proposal Opening, Bid Tabulation, and Proposal Review	4	16		8		40		8				76	\$ 15,840	\$ 126	\$ 5,040	\$ 21,006	
2.5	Conformed Docs, Recommendation of Award, Assemble Final Contract	4	8		4	8	40	40					104	\$ 20,620	\$ 105	\$ 18,267	\$ 38,992	
2.6	Board and Council Meetings	8	12										20	\$ 6,340	\$ 273	\$ -	\$ 6,613	
2.7	TWDB Submittal for Contingent Award		8				12						20	\$ 4,340	\$ -	\$ -	\$ 4,340	
2.8	TWDB Submittal for NTP		8				12						20	\$ 4,340	\$ -	\$ -	\$ 4,340	
2.9	Assist with Selection of Material Testing Lab		8				8						16	\$ 3,680	\$ -	\$ -	\$ 3,680	
3.0	Construction Administration and Observation																	
3.1	General Administration (incidental)																	
3.2	Pre-Construction Conferences	2	40		60	4	80		4				190	\$ 45,410	\$ 578	\$ 24,440	\$ 70,428	
3.3	Schedules	12	144		16		40		4				216	\$ 60,742	\$ -	\$ 7,224	\$ 67,966	
3.4	Survey	1	2		4		16		4	24	40	36	127	\$ 22,016	\$ 326	\$ -	\$ 22,342	
3.5	Daily Field Reports	1	40		8		120		8				177	\$ 36,489	\$ -	\$ -	\$ 36,489	
3.6	Observation of Construction	40	180		120	40	360		12				752	\$ 177,337	\$ 578	\$ 614,158	\$ 792,072	
3.7	Project Meetings	56	288		144	16	432		80				1,016	\$ 238,141	\$ 6,605	\$ 41,410	\$ 286,156	
3.8	Deviations, Deficiencies, Non-Conforming Work	4	16	8	40		80		4				152	\$ 35,188	\$ 368	\$ 18,288	\$ 53,844	
3.9	Design Conflicts	4	16	8	40	8	40	16	4				136	\$ 33,024	\$ 147	\$ 20,456	\$ 53,627	
3.10	Clarifications, Interpretations, Field Orders	4	88	16	200	16	304	40	40				708	\$ 161,813	\$ 200	\$ 116,239	\$ 278,252	
3.11	Change Orders and Work Change Directives	4	24	8	40	24	120	24	36				280	\$ 57,038	\$ 200	\$ 45,183	\$ 102,420	
3.12	Shop Drawings, Submittals, and Samples	40	200	80	400	160	800	80	180				1,940	\$ 424,613	\$ 53	\$ 184,955	\$ 609,621	
3.13	Substitutes	2	16	4	40	4	100		8				174	\$ 37,852	\$ -	\$ 22,173	\$ 60,025	
3.14	Inspections and Tests	2	40	8	80	24	180		24				358	\$ 77,868	\$ 3,371	\$ 22,139	\$ 103,378	
3.15	Project Documentation and Records	2	4				40		100				146	\$ 18,708	\$ -	\$ -	\$ 18,708	
3.16	Disagreements between Owner and Contractor	8	40	8	60		40		4				160	\$ 43,283	\$ 147	\$ 31,421	\$ 74,852	
3.17	Applications for Payment	4	40	4	80	8	100		16				252	\$ 59,785	\$ 53	\$ 25,302	\$ 85,139	
3.18	Certificates, O&Ms	2	24	2	80	8	200		40				356	\$ 74,511	\$ 105	\$ 37,748	\$ 112,363	
3.19	Welding and Coating Inspections	2	16	2	24		16		4				64	\$ 17,079	\$ 74	\$ 73,500	\$ 90,652	
3.20	Commissioning and Startup	2	40	8	120		200		4				374	\$ 89,552	\$ 399	\$ 1,627,356	\$ 1,717,307	
3.21	Substantial Completion	4	16		24	8	40		4				96	\$ 23,427	\$ 200	\$ 49,088	\$ 72,714	
3.22	Contractor's Completion Documents	2	8		24	2	40		4				80	\$ 18,917	\$ -	\$ 51,032	\$ 69,949	
3.23	Final Notice of Acceptability of Work	2	2		4		16		4				28	\$ 5,938	\$ 200	\$ 15,470	\$ 21,607	
3.24	Record Drawings	2	2		8	4	40	240	8				304	\$ 62,030	\$ -	\$ 49,715	\$ 111,745	
3.25	Limitation of Responsibility (incidental)				2													
3.26	Project Close-out	2	8	2	16	4	40		8				80	\$ 17,803	\$ -	\$ 14,282	\$ 32,085	
3.27	TWDB Close-out Procedures	2	8				16		8				34	\$ 6,987	\$ -	\$ -	\$ 6,987	
3.28	TCEQ	2	1				4		2				9	\$ 1,996	\$ -	\$ -	\$ 1,996	
3.29	Cedar Park Close-out		4			8	8	4	2				26	\$ 5,332	\$ -	\$ 6,210	\$ 11,542	
4.0	SCADA and PLC Standards Development																	
4.1	Site visit for data acquisition		4										4	\$ 1,180	\$ -	\$ 27,376	\$ 28,556	
4.2	Workshop, demonstration of standards to 2A contractor		8		4		4						16	\$ 4,368	\$ 74	\$ 11,457	\$ 15,898	
Total Basic Services Hours		334	1,913	171	2,006	390	4,160	492	682	24	40	36	10,246	\$ 2,350,750	\$ 20,270	\$ 3,434,037	\$ 5,805,057	

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A WTP Expansion - Bid and Construction Phase Services 4/17/2025 Detailed Cost Breakdown - Engineering Services												Project Fee Summary	
												Bid and Construction Phase Services	\$5,805,057

Task	Expenses	Miles	Meals	Printing	Travel	Other	Other	Other	Other	Other	Other	Other	Total Expenses
	Expense Cost	\$ 0.70	\$ 1.00	\$ 1.00	\$ 1.00								
1.0	Project Management												
1.1	Construction Management Plan												\$ -
1.2	Project Administration	750	1,000	250									\$ 1,864
1.3	BCRUA Board Meetings	3,200	1,500										\$ 3,927
2.0	Bidding Services												
2.1	Advertisement, Pre-Proposal, Site Visit	200	50	50									\$ 252
2.2	Respond to Proposer Questions, Addenda			50									\$ 53
2.3	Substitutions Evaluation												\$ -
2.4	Proposal Opening, Bid Tabulation, and Proposal Review	100		50									\$ 126
2.5	Conformed Docs, Recommendation of Award, Assemble Final Contract			100									\$ 105
2.6	Board and Council Meetings	300		50									\$ 273
2.7	TWDB Submittal for Contingent Award												\$ -
2.8	TWDB Submittal for NTP												\$ -
2.9	Assist with Selection of Material Testing Lab												\$ -
3.0	Construction Administration and Observation												
3.1	General Administration (incidental)												
3.2	Pre-Construction Conferences	500	200										\$ 578
3.3	Schedules												\$ -
3.4	Survey	300	100										\$ 326
3.5	Daily Field Reports												\$ -
3.6	Observation of Construction	500	200										\$ 578
3.7	Project Meetings	7,200	1,000	250									\$ 6,605
3.8	Deviations, Deficiencies, Non-Conforming Work	500											\$ 368
3.9	Design Conflicts	200											\$ 147
3.10	Clarifications, Interpretations, Field Orders	200		50									\$ 200
3.11	Change Orders and Work Change Directives	200		50									\$ 200
3.12	Shop Drawings, Submittals, and Samples			50									\$ 53
3.13	Substitutes												\$ -
3.14	Inspections and Tests	300	500		2,500								\$ 3,371
3.15	Project Documentation and Records												\$ -
3.16	Disagreements between Owner and Contractor	200											\$ 147
3.17	Applications for Payment			50									\$ 53
3.18	Certificates, O&Ms			100									\$ 105
3.19	Welding and Coating Inspections	100											\$ 74
3.20	Commissioning and Startup	400	100										\$ 399
3.21	Substantial Completion	200	50										\$ 200
3.22	Contractor's Completion Documents												\$ -
3.23	Final Notice of Acceptability of Work	200	50										\$ 200
3.24	Record Drawings												\$ -
3.25	Limitation of Responsibility (incidental)												
3.26	Project Close-out												\$ -
3.27	TWDB Close-out Procedures												\$ -
3.28	TCEQ												\$ -
3.29	Cedar Park Close-out												\$ -
4.0	SCADA and PLC Standards Development												
4.1	Site visit for data acquisition												\$ -
4.2	Workshop, demonstration of standards to 2A contractor	100											\$ 74
Total Expenses Effort		\$ 11,503	\$ 4,988	\$ 1,155	\$ 2,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,270

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A WTP Expansion - Bid and Construction Phase Services 4/17/2025 Detailed Cost Breakdown - Engineering Services												Project Fee Summary	
												Bid and Construction Phase Services	\$5,805,057

Task	Subconsultants	FNI	McKim & Creed	JHE	HOT								Total Sub Effort
1.0	Project Management												
1.1	Construction Management Plan												\$ -
1.2	Project Administration	152,203	64,534										\$ 227,574
1.3	BCRUA Board Meetings												\$ -
2.0	Bidding Services												
2.1	Advertisement, Pre-Proposal, Site Visit	1,498	7,939										\$ 9,909
2.2	Respond to Proposer Questions, Addenda	19,567	5,160										\$ 25,963
2.3	Substitutions Evaluation	4,156	6,000										\$ 10,664
2.4	Proposal Opening, Bid Tabulation, and Proposal Review		4,800										\$ 5,040
2.5	Conformed Docs, Recommendation of Award, Assemble Final Contract	13,509	3,888										\$ 18,267
2.6	Board and Council Meetings												\$ -
2.7	TWDB Submittal for Contingent Award												\$ -
2.8	TWDB Submittal for NTP												\$ -
2.9	Assist with Selection of Material Testing Lab												\$ -
3.0	Construction Administration and Observation												
3.1	General Administration (incidental)												
3.2	Pre-Construction Conferences	1,954	21,322										\$ 24,440
3.3	Schedules		6,880										\$ 7,224
3.4	Survey												\$ -
3.5	Daily Field Reports												\$ -
3.6	Observation of Construction	376,128	208,784										\$ 614,158
3.7	Project Meetings	15,553	23,885										\$ 41,410
3.8	Deviations, Deficiencies, Non-Conforming Work		17,417										\$ 18,288
3.9	Design Conflicts		19,482										\$ 20,456
3.1	Clarifications, Interpretations, Field Orders	73,247	37,457										\$ 116,239
3.11	Change Orders and Work Change Directives	24,001	19,030										\$ 45,183
3.12	Shop Drawings, Submittals, and Samples	95,627	80,521										\$ 184,955
3.13	Substitutes	6,883	14,234										\$ 22,173
3.14	Inspections and Tests	21,085											\$ 22,139
3.15	Project Documentation and Records												\$ -
3.16	Disagreements between Owner and Contractor		29,925										\$ 31,421
3.17	Applications for Payment		24,097										\$ 25,302
3.18	Certificates, O&Ms	7,945	28,005										\$ 37,748
3.19	Welding and Coating Inspections				70,000								\$ 73,500
3.2	Commissioning and Startup	2,920	560,558	986,385									\$ 1,627,356
3.21	Substantial Completion	16,169	30,581										\$ 49,088
3.22	Contractor's Completion Documents		48,602										\$ 51,032
3.23	Final Notice of Acceptability of Work	12,630	2,103										\$ 15,470
3.24	Record Drawings	29,956	17,392										\$ 49,715
3.25	Limitation of Responsibility (incidental)												
3.26	Project Close-out		13,602										\$ 14,282
3.27	TWDB Close-out Procedures												\$ -
3.28	TCEQ												\$ -
3.29	Cedar Park Close-out	2,072	3,842										\$ 6,210
4.0	SCADA and PLC Standards Development												
4.1	Site visit for data acquisition		26,072										\$ 27,376
4.2	Workshop, demonstration of standards to 2A contractor		10,911										\$ 11,457
Total Subconsultants Effort		\$ 920,958	\$ 1,403,874	\$ 1,035,704	\$ 73,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,434,037

Brushy Creek Regional Utility Authority																						
Phase 2A WTP Expansion - Construction Phase Services																						
Detailed Cost Breakdown - Field Team																						
Description	Firm	Name	Level of Effort	Start	End	2025	\$/HR	Annual Fee	2026	\$/HR	Annual Fee	2027	\$/HR	Annual Fee	2028	\$/HR	Annual Fee	Total FTE	Average Rate	Total Fee	FTE Months	Total Hours
RPR 1	WP	Matt Rudloff	1.15	9/1/2025	8/1/2028	4.60	175.00	\$139,426	13.80	178.50	\$426,644	13.80	182.07	\$435,176	9.20	185.71	\$295,920	41	\$ 180.90	\$1,297,166	41	7,171
RPR 2	WP	Latham Hoff	1.15	9/1/2025	8/1/2028	4.60	115.00	\$91,623	13.80	119.60	\$285,863	13.80	124.38	\$297,298	9.20	129.36	\$206,126	41	\$ 122.90	\$880,910	41	7,171
Miscellaneous																						
Office Supplies, PPE, IT				9/1/2025	8/1/2028	4.00	2.00	\$1,386	12.00	2.08	\$4,323	12.00	2.16	\$4,496	8.00	2.25	\$3,117	36.0		\$13,322		
Meals, others				9/1/2025	8/1/2028	4.00	2.00	\$1,386	12.00	2.08	\$4,323	12.00	2.16	\$4,496	8.00	2.25	\$3,117	36.0		\$13,322		
Field Services Fee Totals																				\$2,204,720	83	14,342

* 4% annual escalation

Appendix 2 to Exhibit D

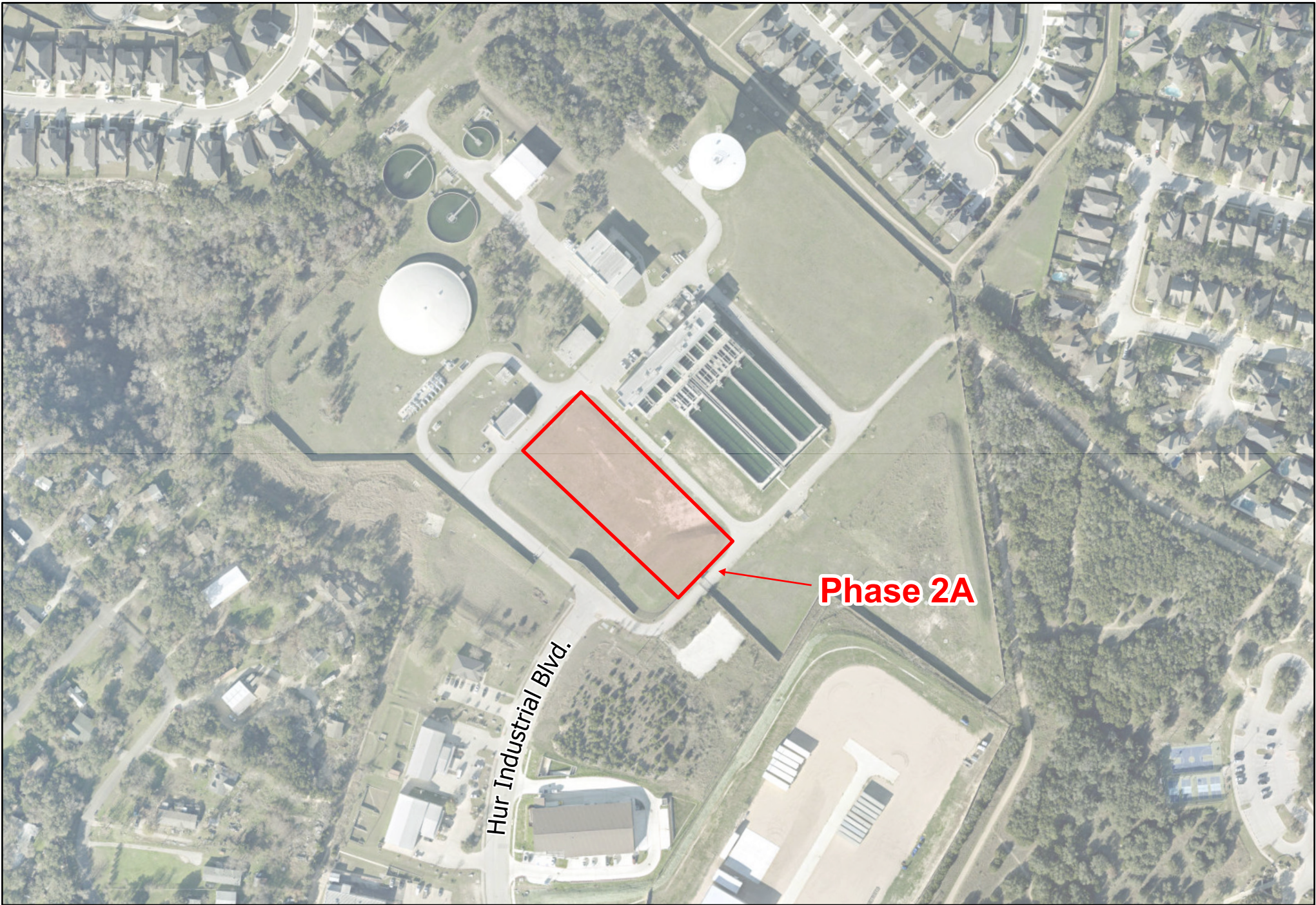
Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are as follows:

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Classification	Rate	Classification	Rate
Managing Principal	\$350/hour	Project Surveyor I	\$85/hour
Manager VII	\$300/hour	Professional VII	\$150/hour
Manager VI	\$290/hour	Professional VI	\$140/hour
Manager V	\$270/hour	Professional V	\$135/hour
Manager IV	\$255/hour	Professional IV	\$130/hour
Manager III	\$240/hour	Professional III	\$125/hour
Manager II	\$225/hour	Professional II	\$120/hour
Manager I	\$205/hour	Professional I	\$115/hour
Senior Engineer V	\$290/hour	Construction Manager X	\$315/hour
Senior Engineer IV	\$275/hour	Construction Manager IX	\$300/hour
Senior Engineer III	\$250/hour	Construction Manager VIII	\$180/hour
Senior Engineer II	\$225/hour	Construction Manager VII	\$170/hour
Senior Engineer I	\$200/hour	Construction Manager VI	\$140/hour
Survey Manager IV	\$225/hour	Construction Manager V	\$130/hour
Survey Manager III	\$210/hour	Construction Manager IV	\$105/hour
Survey Manager II	\$170/hour	Construction Manager III	\$100/hour
Project Manager IX	\$255/hour	Construction Manager II	\$95/hour
Project Manager VIII	\$240/hour	Construction Manager I	\$80/hour
Project Manager VII	\$220/hour	Technician XII	\$190/hour
Project Manager VI	\$210/hour	Technician XI	\$160/hour
Project Manager V	\$200/hour	Technician X	\$150/hour
Project Manager IV	\$185/hour	Technician IX	\$140/hour
Project Manager III	\$175/hour	Technician VIII	\$125/hour
Project Manager II	\$165/hour	Technician VII	\$115/hour
Project Manager I	\$155/hour	Technician VI	\$105/hour
Senior Design Engineer III	\$150/hour	Technician V	\$100/hour
Senior Design Engineer II	\$140/hour	Technician IV	\$95/hour
Senior Design Engineer I	\$125/hour	Technician III	\$90/hour
Project Engineer IV	\$170/hour	Technician II	\$85/hour
Project Engineer III	\$160/hour	Technician I	\$80/hour
Project Engineer II	\$150/hour	Support Staff VI	\$125/hour
Project Engineer I	\$145/hour	Support Staff V	\$115/hour
Project Surveyor X	\$185/hour	Support Staff IV	\$105/hour
Project Surveyor IX	\$175/hour	Support Staff III	\$95/hour
Project Surveyor VIII	\$160/hour	Support Staff II	\$85/hour
Project Surveyor VII	\$150/hour	Support Staff I	\$75/hour
Project Surveyor VI	\$140/hour	4-Man Crew	\$240/hour
Project Surveyor V	\$130/hour	3-Man Crew	\$225/hour
Project Surveyor IV	\$120/hour	2-Man Crew	\$165/hour
Project Surveyor III	\$110/hour	1-Man Crew	\$145/hour
Project Surveyor II	\$100/hour		



Date: 3/7/2024

Brushy Creek Regional Utility Authority – Phase 2A Expansion



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.

Walker Partners, LLC
Waco, TX United States

Certificate Number:

2025-1296639

Date Filed:

04/16/2025

Date Acknowledged:

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

Brushy Creek Regional Utility Authority

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.

3-00867

Professional engineering and surveying services in connection with the BCRUA Phase 2A Water Treatment Plant Expansion Construction Phase Services Supplemental Contract No. 4 project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

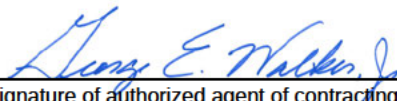
6 UNSWORN DECLARATION

My name is George E. Walker, Jr., PE, and my date of birth is .

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 16th day of April, 20 25.
(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.**

Walker Partners, LLC
Waco, TX United States

Certificate Number:
2025-1296639

Date Filed:
04/16/2025

Date Acknowledged:
04/17/2025

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

Brushy Creek Regional Utility Authority

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.

3-00867

Professional engineering and surveying services in connection with the BCRUA Phase 2A Water Treatment Plant Expansion Construction Phase Services Supplemental Contract No. 4 project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, 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 an ordinance amending Chapter 42, Section 42-127, Code of Ordinances (2018 Edition), by amending speed zones on portions of Kenney Fort Boulevard from Forest Creek Drive to SH 45 Frontage Roads. (First reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Ordinance, Kenney Fort Speed Study-SH45 to Forest Crk

Department: Public Works

Text of Legislative File 2025-122

The section of Kenney Fort Boulevard between Forest Creek Drive and Louis Henna Boulevard was recently completed. A speed study was conducted to determine the appropriate speed limit for the new roadway section. The study concluded that the roadway speed limit be set at 55 mph.

The recommended ordinance revisions are:

Revise table 42-157(9) to add the following language: "Kenney Fort Boulevard from Forest Creek Dr To Louis Henna Blvd"

The speed study is attached.

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

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes the governing body of a municipality to alter, by ordinance, prima facie speed limits pursuant to an engineering and traffic investigation, and

WHEREAS, a copy of said engineering and traffic study is attached hereto and incorporated herein for all purposes as Exhibit “A,” and

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

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I.

That Chapter 42, Section 42-127(9), of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended by adding the following described portions of streets:

Sec. 42-127. Specified speed limits.

(9) The maximum prima facie speed limit shall be 55 miles per hour along the following streets:

<u>ON</u>	<u>FROM</u>	<u>TO</u>
Kenney Fort Boulevard (both directions)	Forest Creek Drive	SH 45 Frontage Roads

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

READ and **APPROVED** on first reading this the ____ day of _____, 2025.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2025.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk



Mayor
Craig Morgan

Mayor Pro-Tem
Kristin Stevens

Councilmembers
Michelle Ly
Rene Flores
Melissa Fleming
Frank Ortega
Hilda Montgomery

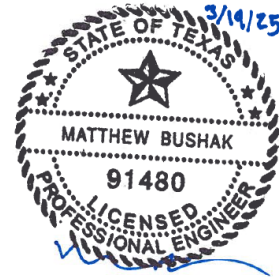
City Manager
Brooks Bennett

City Attorney
Stephanie L. Sandre

To: Brian Kuhn, PE, Assistant Director of Transportation

From: Matt Bushak, PE, Senior Transportation Engineer

Date: March 18, 2025



RE: SPEED STUDY FOR KENNEY FORT BLVD BETWEEN FOREST CREEK DR AND THE SH 45 FRONTAGE ROADS

The City of Round Rock Transportation Department has completed a speed study along Kenney Fort Blvd between Forest Creek Dr and the SH45 Frontage Roads. The objective of this study was to assess the current speed within the area and post speed limit signs that are appropriate based on the collected data. Note that this study did not include evaluations of curve advisory speeds or school zone speed limits. Below is a summary of the study's methodology, findings, and recommendations.

EXISTING CONDITIONS

Kenney Fort Blvd is a six-lane arterial road (three lanes in each direction) with a raised center median. Minimal driveways and side streets connect to this section of the roadway. These access points adhere to the City's access management policies in terms of spacing and design. There is currently no posted speed limit. The Texas Transportation Code defines 45 mph for an arterial that has no posted speed limit. Figure 2 shows the study area and the location of proposed speed limit signs. Table 2 shows the boundaries of the existing speed limits.

DATA COLLECTION

In accordance with TXDOT's *Procedures for Establishing Speed Zones* manual, specific criteria were followed to collect accurate speed data. The manual advises that speed checks should:

- Be conducted on average weekdays during off-peak hours
- Occur under favorable weather conditions
- Include only free-flowing vehicles (not impeded by traffic signals or congestion)
- Record a minimum of 125 vehicles in each direction at each location
- Be completed within a two-hour window when radar equipment is used

NDS Data Services conducted speed measurements using radar technology at four locations along the study area, capturing both northbound and southbound traffic during March 2025. These locations are shown in Figure 1, with detailed data included in the Field Tally Sheets (Appendix A). Below is a summary of the measured 85th percentile speeds at each location.

Location	Point	NB (mph)	SB (mph)
Approx. 850 feet north of the westbound SH 45 frontage road	RAD-001	56	55
Approx. 1,000 feet north of Gattis School Rd	RAD-002	53	55
Approx. 2,200 feet north of Gattis School Rd	RAD-003	56	60
Approx. 3,600 feet north of Gattis School Rd	RAD-004	60	54

Table 1: Collected Data

SPEED STUDY METHODOLOGY

TXDOT's manual recommends using the 85th percentile speed of free-flowing traffic as the basis for determining appropriate speed limits. The 85th percentile speed represents the speed at or below which 85% of drivers are traveling under ideal conditions. This method is widely accepted and based on the assumption that most drivers:

- Are prudent and drive safely
- Aim to avoid crashes
- Want to reach their destinations as quickly as possible

A speed limit set at or near the 85th percentile speed is considered safe under good weather and visibility conditions. The final posted speed limit is typically rounded to the nearest 5 mph. However, it can be adjusted up or down by up to 5 mph, depending on the professional judgment of the supervising engineer.

RESULTS AND RECOMMENDATIONS

The study's findings indicate 85th percentile speeds ranging from 53 mph to 60 mph, which are generally consistent. Based on this data, the recommended speed limit for the entire study area is 55 mph.

Considering the data collected, the Transportation Department recommends adjusting the speed limits as follows:

From	To	Existing Speed Limit (NB/SB)	Proposed Speed Limit (NB/SB)
Forest Creek Dr	SH 45 Frontage Roads	45 mph (based on Texas Transportation Code)	55 mph

Table 2: Recommendations

Recommended sign locations are shown in Figure 2.



Kenney Fort Blvd Speed Study

Forest Creek Dr to SH 45 Frontage Rd

LEGEND

NB: Northbound Speed
SB: Southbound Speed

Figure 1: Speed Data Collection Locations



Kenney Fort Blvd Speed Study

Forest Creek Dr to SH 45 Frontage Rd

LEGEND

NB: Northbound Speed
SB: Southbound Speed

Figure 2: Proposed Speed Limit Sign Locations

Spot Speed Study

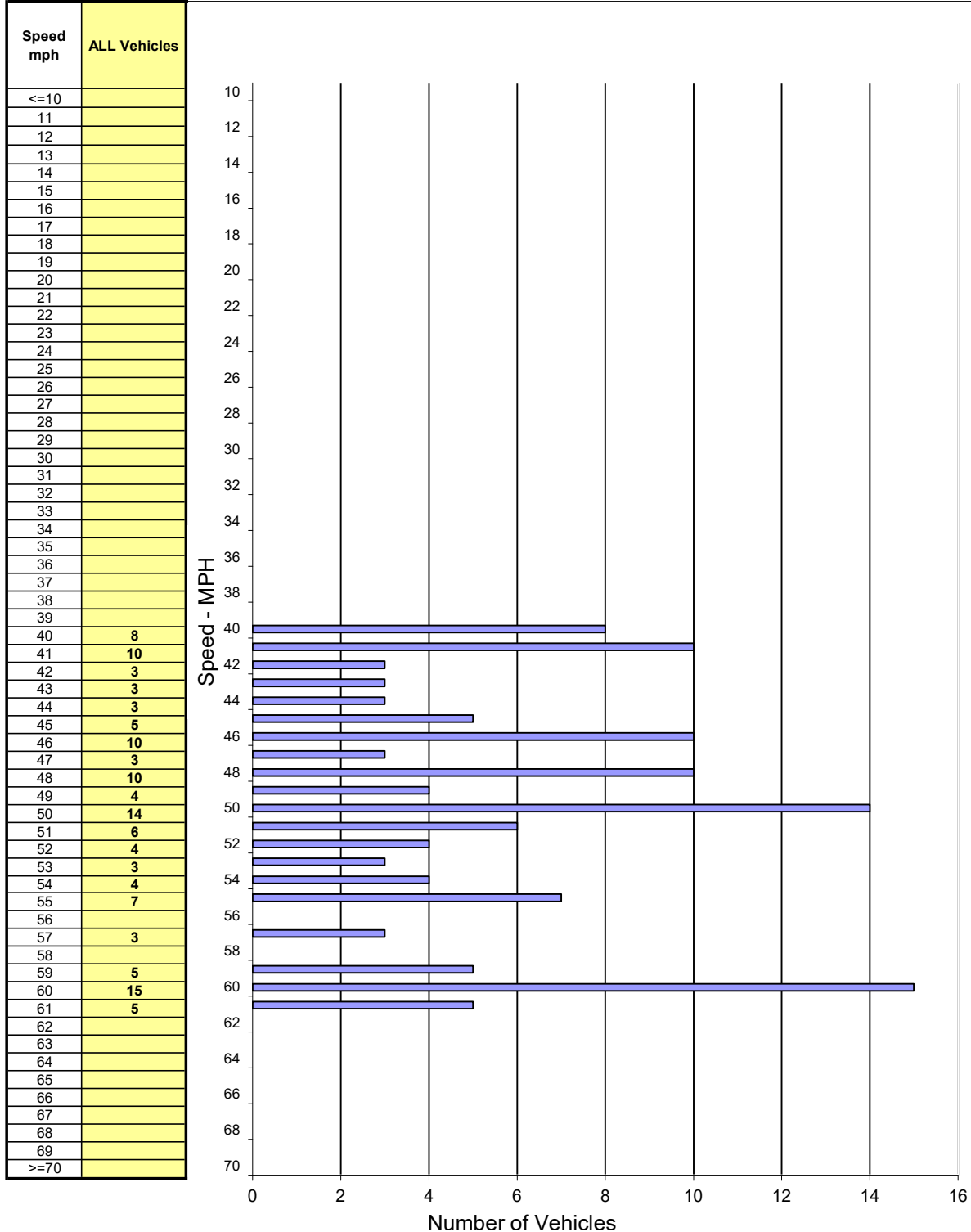
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 09:00-10:25

Location: S Kenny Fort Blvd NB S/O Forest Creek Dr (30.505406,-97.636113)
Posted Speed: None Weather: Clear/Dry Project #: 25-460012-001

Northbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	125	40 - 61	50 mph	60 mph	41 - 50	65	52%	6% / 8	42% / 52

Spot Speed Study

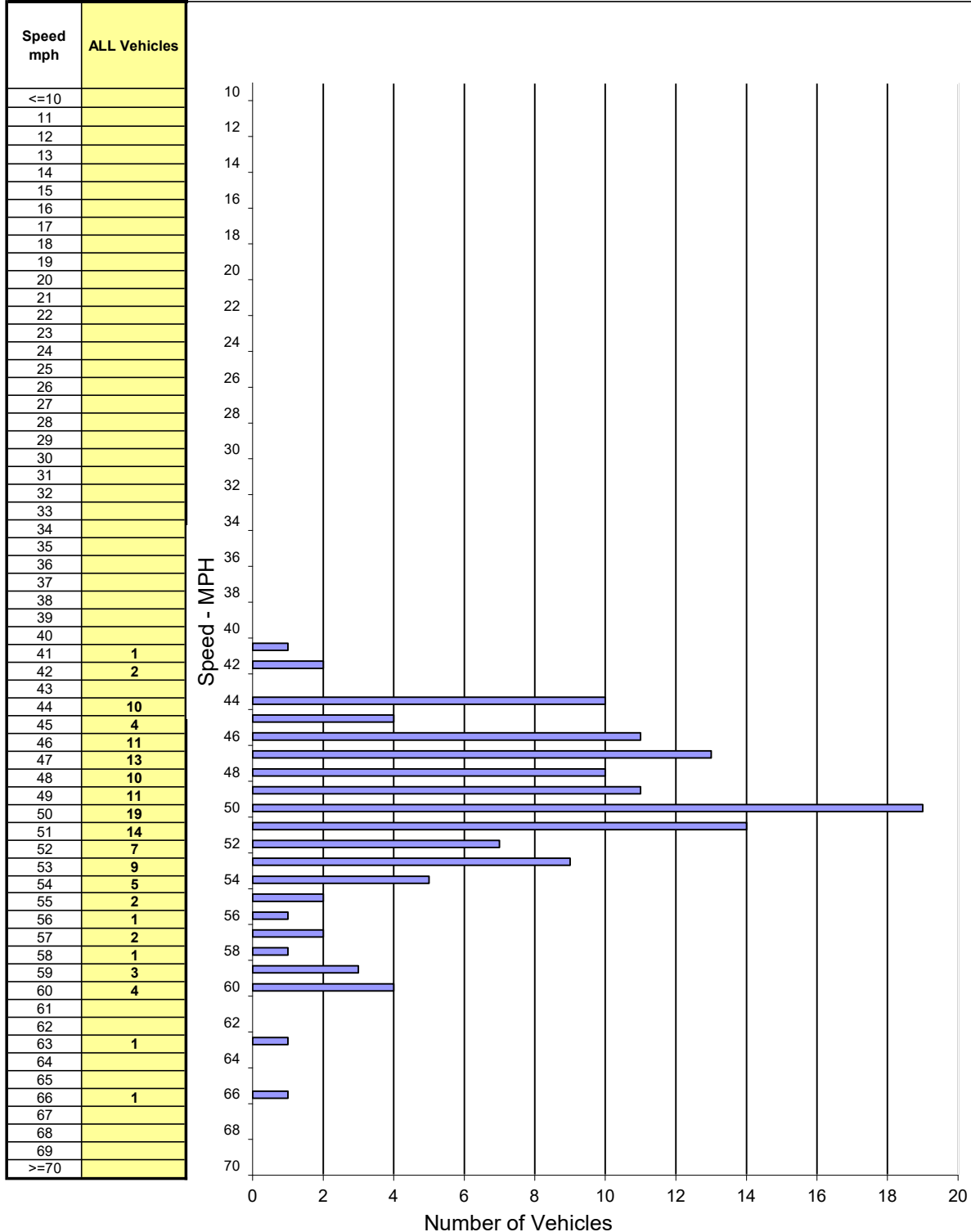
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 10:30-11:55

Location: S Kenny Fort Blvd SB S/O Forest Creek Dr (30.505383,-97.636477)
Posted Speed: None Weather: Clear/Dry Project #: 25-460012-002

Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	131	41 - 66	50 mph	54 mph	44 - 53	108	82%	2% / 3	16% / 20

Spot Speed Study

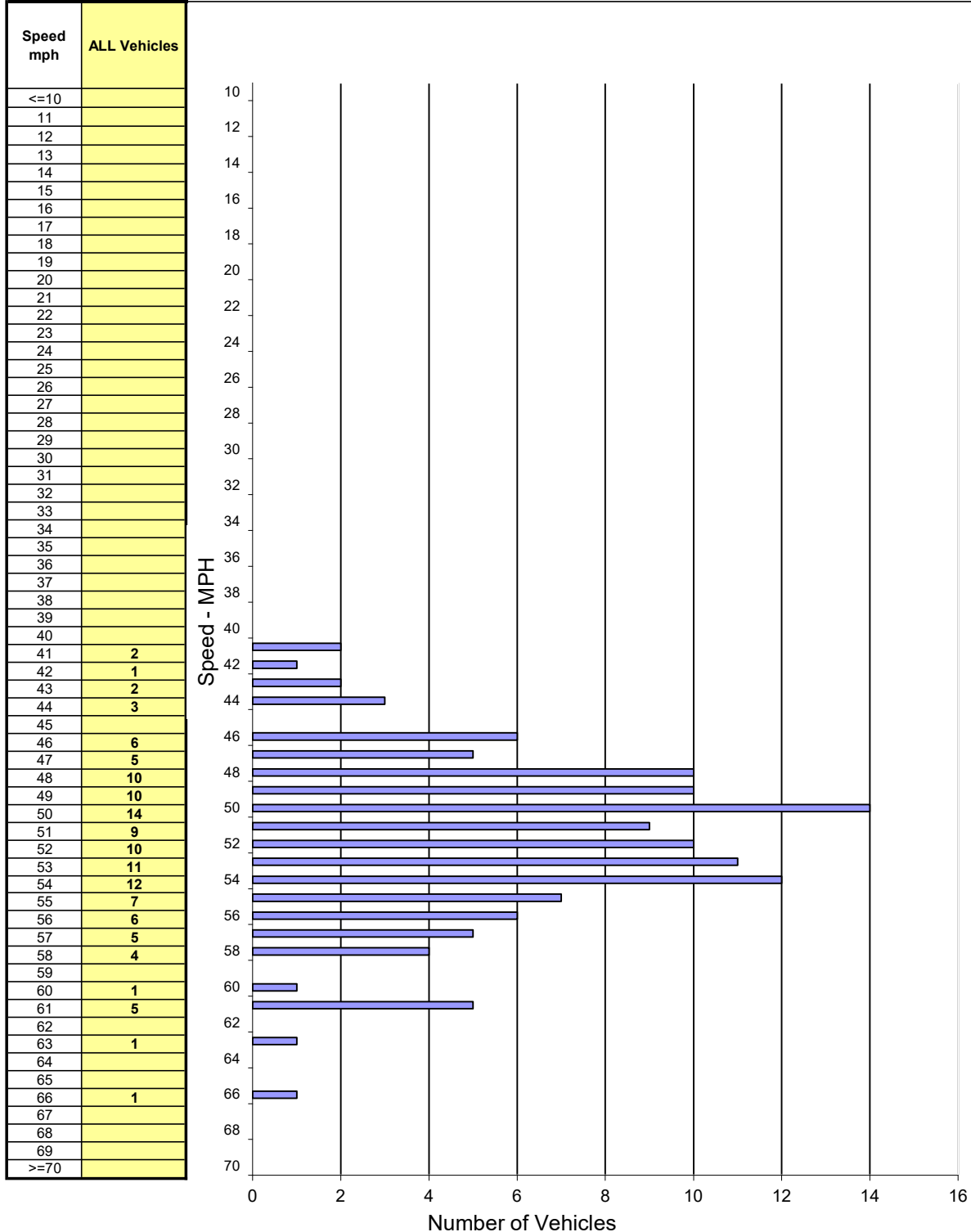
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 14:00-14:55

Location: S Kenny Fort Blvd NB Bet Forest Creek Dr & Gattis School Rd/CR 30 (30.502486,-97.63521)
Posted Speed: None Weather: Clear/Dry Project #: 25-460012-003

Northbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	125	41 - 66	52 mph	56 mph	46 - 55	94	75%	6% / 8	19% / 23

Spot Speed Study

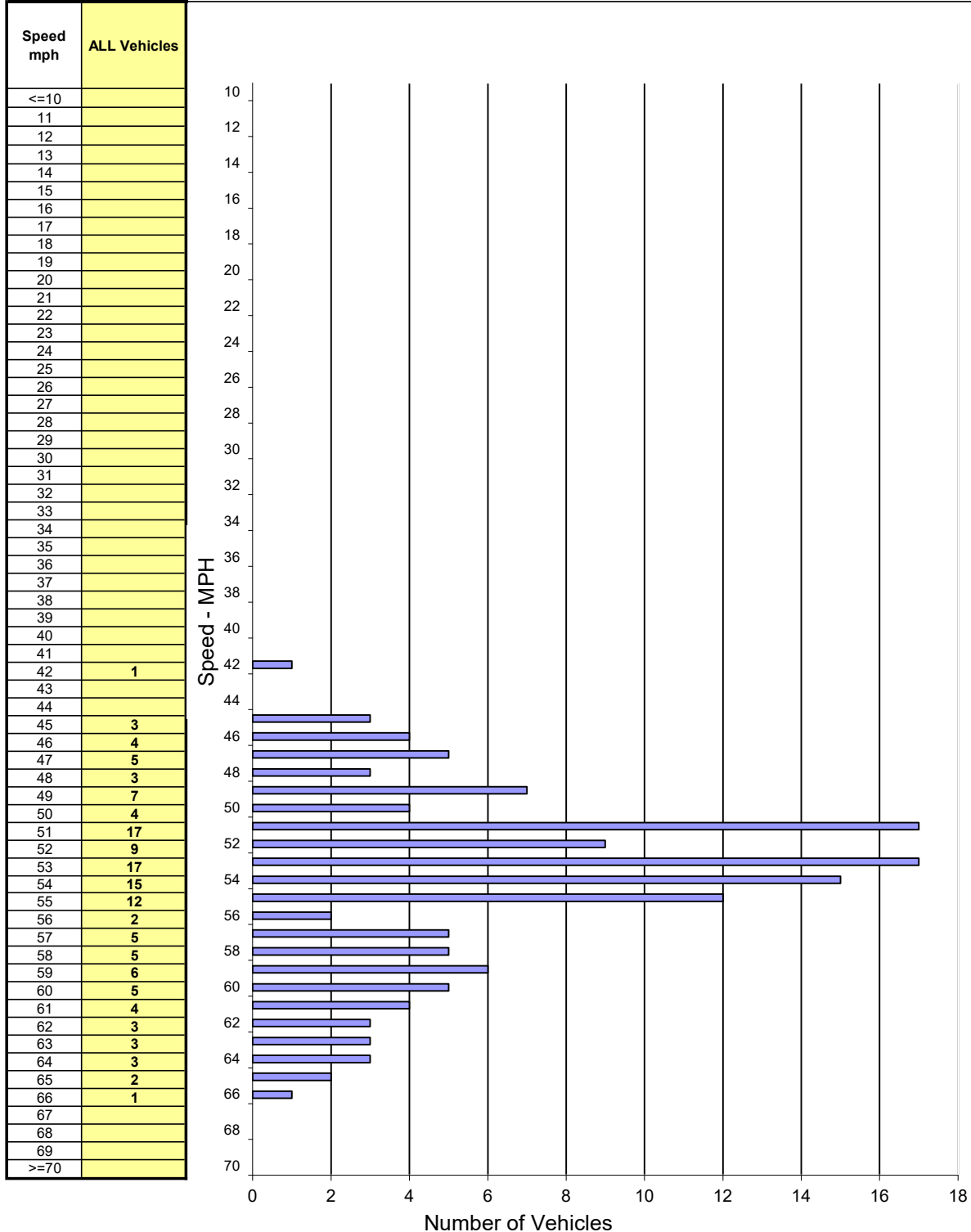
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 11:57-12:39

Location: S Kenny Fort Blvd SB Bet Forest Creek Dr & Gattis School Rd/CR 30 (30.502399,-97.63549)
Posted Speed: None Weather: Clear/Dry Project #: 25-460012-004

Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	136	42 - 66	53 mph	60 mph	46 - 55	93	68%	2% / 4	29% / 39

Spot Speed Study

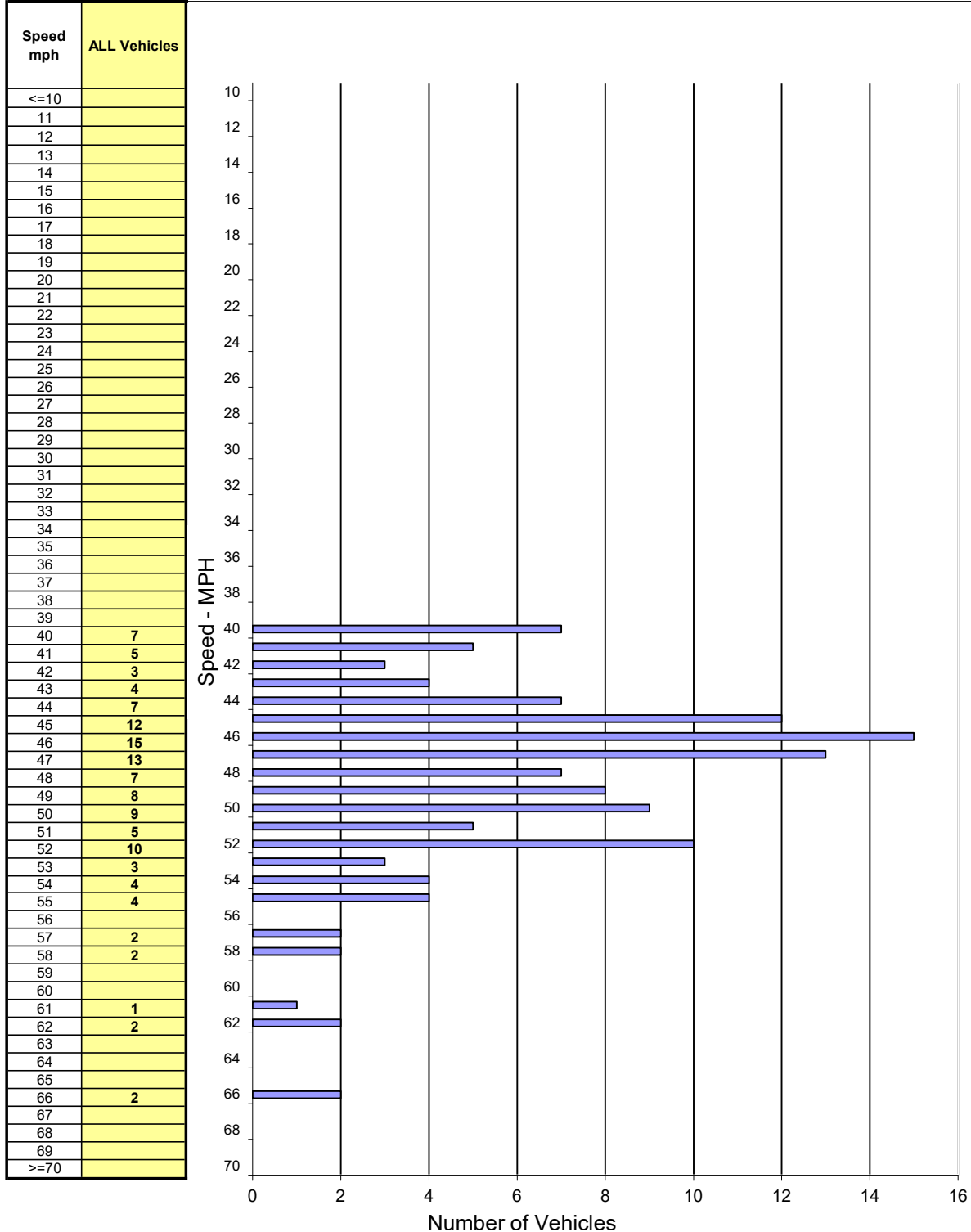
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 13:31-14:11

Location: S Kenny Fort Blvd NB N/O Gattis School Rd/CR 30 (30.499198,-97.633485)
Posted Speed: None Weather: Clear/Dry Project #: 25-460012-006

Northbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	125	40 - 66	47 mph	53 mph	43 - 52	90	72%	12% / 15	16% / 20

Spot Speed Study

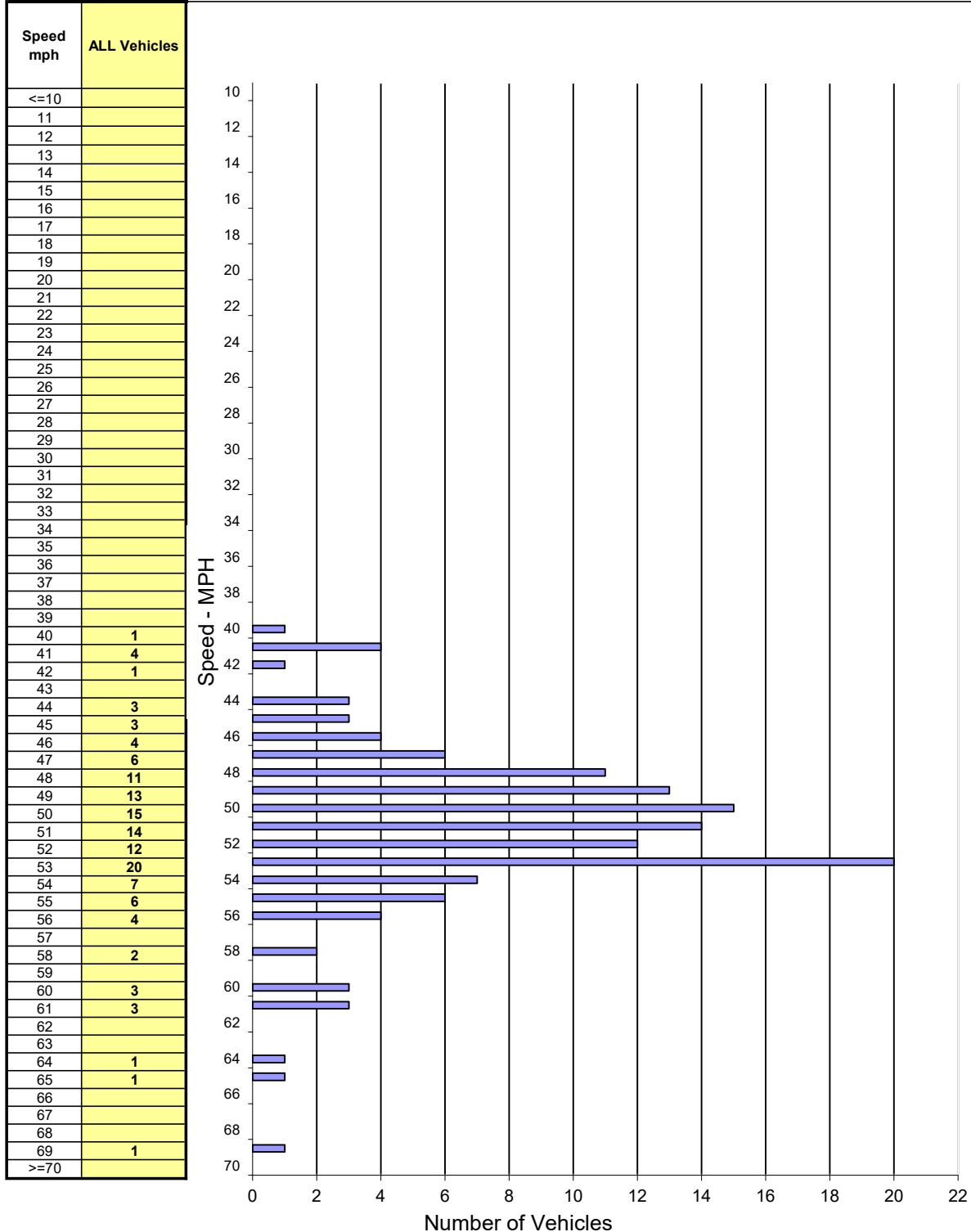
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 12:40-13:29

Location: S Kenny Fort Blvd SB N/O Gattis School Rd/CR 30 (30.499066,-97.633823)
Posted Speed: None Weather: Clear/Dry Project #: 25-460012-005

Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	135	40 - 69	51 mph	55 mph	46 - 55	108	80%	8% / 12	12% / 15

Spot Speed Study

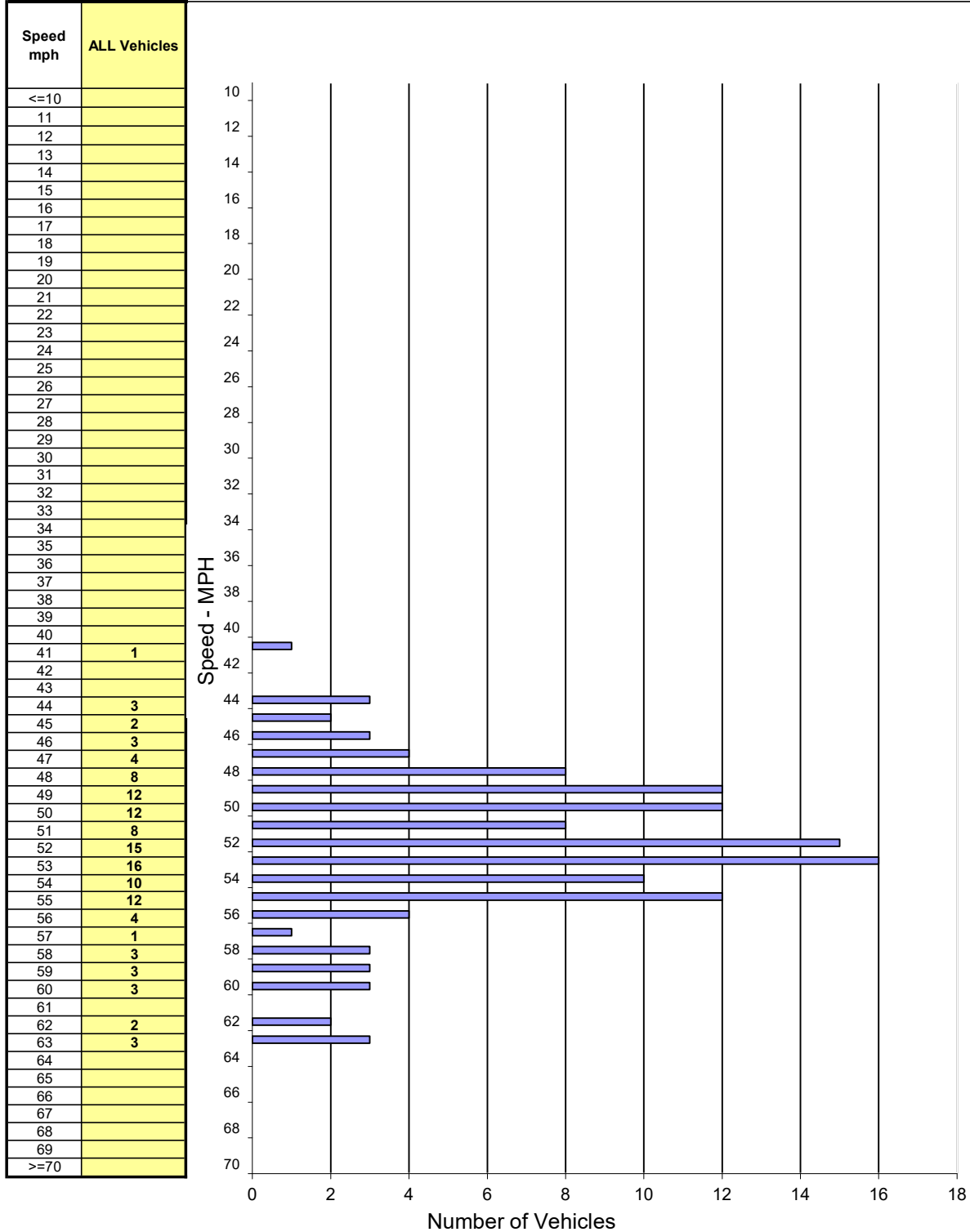
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 13:36-14:00

Location: S Kenny Fort Blvd NB N/O Louis Henna Blvd/SR 45 (30.491012,-97.629806)
Posted Speed: 50 MPH Weather: Clear/Dry Project #: 25-460012-010

Northbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	125	41 - 63	52 mph	56 mph	47 - 56	101	81%	7% / 9	12% / 15

Spot Speed Study

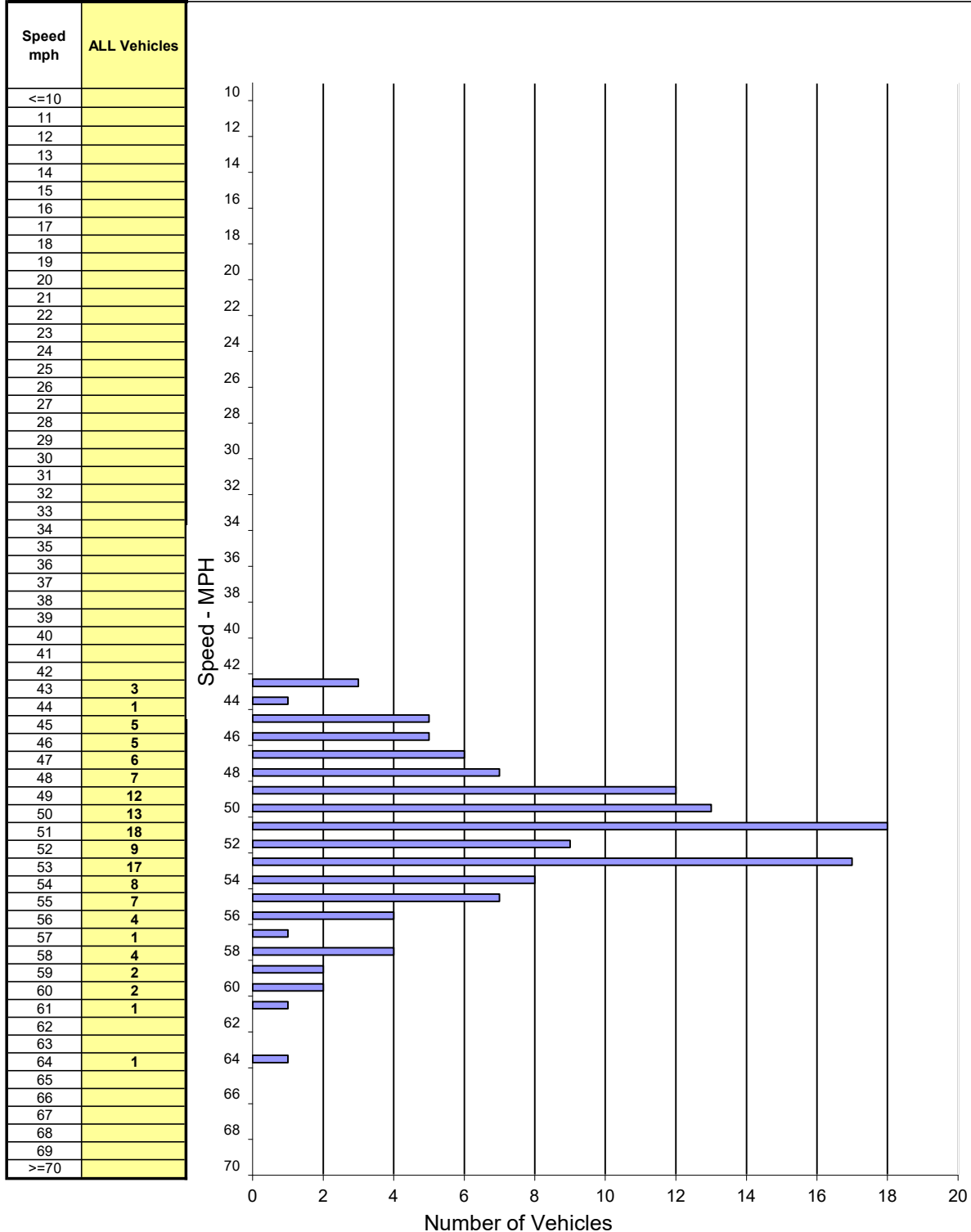
Prepared by: National Data & Surveying Services

City of Round Rock

DATE: 2/25/2025
TIME: 13:05-13:35

Location: S Kenny Fort Blvd SB N/O Louis Henna Blvd/SR 45 (30.490978,-97.630178)
Posted Speed: 50 MPH Weather: Clear/Dry Project #: 25-460012-009

Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	126	43 - 64	51 mph	55 mph	46 - 55	102	81%	7% / 9	12% / 15



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider public testimony regarding, and an ordinance repealing Chapter 26, Article III, After-School Recreation Program Standards of Care, Code of Ordinances (2018 Edition) and adopting new and revised Standards of Care for the City's Youth Recreation Program in compliance with Human Resources Code, § 42.041(b)(14). (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/8/2025

Dept Director: Rick Atkins, Director of Parks and Recreation

Cost:

Indexes:

Attachments: Ordinance

Department: Parks & Recreation

Text of Legislative File 2025-123

In accordance with Texas Human Resources Code §42.041(b)(14), municipalities operating youth recreation programs-such as summer camps and afterschool programs-are required to adopt a "Standards of Care" if they wish to be exempt from state child-care licensing requirements. These standards serve as the local equivalent to ensure that the health, safety, and well-being of youth participants are protected while participating in municipally run programs. The Standards of Care include established ratios, qualifications, facility health and safety standards and monitoring and enforcement provisions.

We would recommend the adoption of these Standards of Care.

ORDINANCE NO. O-2025-123

AN ORDINANCE REPEALING CHAPTER 26, ARTICLE III, AFTER-SCHOOL RECREATION PROGRAM STANDARDS OF CARE, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND ADOPTING NEW AND REVISED STANDARDS OF CARE FOR THE CITY'S YOUTH RECREATION PROGRAM IN COMPLIANCE WITH TEXAS HUMAN RESOURCES CODE, § 42.041(B)(14); PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

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

I.

That Chapter 26, Article III, After-School Recreation Program Standards of Care, Code of Ordinances (2018 Edition) is hereby repealed.

II.

That in compliance with Texas Human Resources Code § 42.041(b)(14), the City Council held a public hearing on the 8th day of May, 2025, regarding the standards of care for the City's Youth Recreation Program.

III.

That in compliance with Texas Human Resources Code § 42.041(b)(14), the City Council hereby adopts the CITY OF ROUND ROCK STANDARDS OF CARE FOR THE YOUTH RECREATION PROGRAM, as set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

IV.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2025.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2025.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2025.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT A

CITY OF ROUND ROCK

STANDARDS OF CARE FOR THE YOUTH RECREATION PROGRAM

These Standards of Care have been established by ordinance in compliance with Texas Human Resources Code § 42.041(b)(14), in order to exempt the Youth Recreation Program (the "Program") from state child-care licensing requirements. The Program is recreational in nature and is not intended to be a child-care facility as defined by Texas Human Resources Code § 42.002(3).

I. Minimum Staffing Ratios

- (a)** The minimum ratio of staff to youth participants to staff is 1:15.
- (b)** At all times at least one employee who is 16 years of age or older shall be present at the Program Site.

II. Minimum Staff Qualifications

- (a)** Recreation Center Supervisor, Recreation Manager, and Recreation Program Coordinator shall maintain the following qualifications:
 - (1) Have an associate's degree in one of the following areas: recreation administration, general recreation, elementary education, physical education, or other comparable degree plan;
 - (2) Have two to four years of experience in providing recreation or leisure time services;
 - (3) Pass a background investigation and testing for illegal substances; and
 - (4) Possess a valid Texas driver's license.
- (b)** Camp Supervisor shall maintain the following qualifications:
 - (1) Have experience in one or more of the following areas: recreation administration or general recreation, elementary education, physical education, or other experience related to recreational activities;
 - (2) Have a minimum of one year's experience planning and implementing recreational activities or related experience;
 - (3) Pass a background investigation and testing for illegal substances;
 - (4) Completed a course and obtained certification in first aid and cardiopulmonary resuscitation (CPR); and
 - (5) Possess a valid Texas driver's license.

III. Minimum Facility, Health, and Safety Standards

- (a)** Program Employees shall inspect the facility daily to detect sanitation and safety concerns and report such concerns to the Supervisors.
- (b)** All buildings, grounds, and equipment shall be inspected, cleaned, repaired, and maintained to protect the health of youth participants.
- (c)** All equipment and supplies used in the Program must be safe for use by the Participants.
- (d)** First aid supplies must be readily available to all Employees.
- (e)** The facility must have at least one fire extinguisher.

- (f) Fire drills must be initiated twice a year.
- (g) A youth who represents a health or safety concern to other Participants shall not be admitted to the Program.
- (h) The Program shall be provided with an adequate supply of water.
- (i) On a daily basis, Program Employees shall ensure that the Program Site is clean and sanitary.

IV. Notice to Parent

- (a) The City's Youth Recreation Program is not licensed by the State of Texas.
- (b) The City's Youth Recreation Program is not a child-care facility.

ACKNOWLEDGMENT

I, _____, am the parent/guardian of _____ who wishes to participate in the City of Round Rock Youth Recreation Program. I have read and understand the foregoing Standards of Care for the Youth Recreation Program. I also understand that the Youth Recreation Program is not licensed by the State of Texas and is not a child-care facility.

_____ Signature

_____ Printed Name

_____ Date